
CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

December 06, 2021 at 6:00 PM

Venue: City Hall

AGENDA

REVISED

The meeting will be held in the City Council Chambers on the second floor of City Hall located at 205 North Marion Avenue, Lake City, FL 32055. Members of the public may also view the meeting live on our YouTube channel. YouTube channel information is 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

Minutes

- [1.](#) November 15, 2021 Regular Session

Approval of Agenda

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 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.

Approval of Consent Agenda - None

Presentations

- [2.](#) Internet Café/Safety Study PowerPoint - Lake City Police Department (Interim Chief Gerald Butler)

Reminder: Sweepstake Business Moratorium, City Council Ordinance No. 2021-2208, 90 day extension, adopted on 10/18/2021 will expire on 01/18/2022.

Old BusinessOrdinances**Open Public Hearing**

- [3.](#) City Council Ordinance No. 2021-2206 (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-21-03 by the City Council, under the amendment procedures established in sections 163.3161 through 163.3248, Florida Statutes, as amended, providing for adding a property rights element to the Comprehensive Plan per Section 163.316(10), Florida Statutes, as amended and Section 187.101(3), Florida Statutes, as amended; repealing all ordinances in conflict; and providing an effective date.

Passed on first reading 10/04/2021

Close Public Hearing**Adopt City Council Ordinance No. 2021-2206 on final reading**Other Items

4. Discussion and Possible Action - Fire Pension Board Appointee (Mayor Stephen Witt)
5. Discussion and Possible Action - Planning and Zoning Board (Mayor Stephen Witt)
6. City Hall Update (Interim City Manager Mike Williams)
7. Memorial Stadium Update (Interim City Manager Mike Williams)

New BusinessOrdinances

- [8.](#) City Council Ordinance No. 2021-2210 (first reading) - An ordinance of the City Council of the City of Lake City, Florida, amending Article 18 of the Code of Ordinances; providing for amendments to Sections 18-82 and 18-83 of the Code of Ordinances; providing for the enforcement of aviation regulations; providing for codification; providing for severability; providing for conflict. and providing for an effective date.

Adopt City Council Ordinance No. 2021-2210 on first reading

Resolutions

- [9.](#) City Council Resolution No. 2021-174 - A resolution of the City Council of the City of Lake City, Florida authorizing the execution of a Memorandum of Understanding with the Florida Department of Highway Safety and Motor Vehicles; providing for access to the driver and vehicle information database system by the Lake City Police Department; and providing for an effective date.
- [10.](#) City Council Resolution No. 2021-176 - A resolution of the City Council of the City of Lake City, Florida, authorizing Task Assignment Number Five to the Continuing Contract with Mittauer & Associates, Inc., a Florida Corporation; providing for engineering services associated with the permit application renewal for the Kicklighter Wastewater Treatment Facility; providing for a cost not to exceed \$18,592.00; and providing for an effective date.
- [11.](#) City Council Resolution No. 2021-177 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Three with Passero Associates, LLC, for professional services related to the new City Hall complex and associated buildings; providing for costs for the professional services not-to-exceed \$39,000.00; and providing for an effective date.
- [12.](#) City Council Resolution No. 2021-178 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Continuing Contract with Passero Associates, LLC, a Florida Limited Liability Company; providing for engineering and consulting services; providing for severability; providing for conflicts; and providing for an effective date.
- [13.](#) City Council Resolution No. 2021-179 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Continuing Contract with Gmuer Engineering, LLC, a Florida Limited Liability Company; providing for engineering and consulting services; providing for severability; providing for conflicts; and providing for an effective date.
- [14.](#) City Council Resolution No. 2021-180 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Continuing Contract with Wetland Solutions, Inc, a Florida Limited Liability Company; providing for engineering and consulting services; providing for severability; providing for conflicts; and providing for an effective date.

- [15.](#) City Council Resolution No. 2021-181 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Continuing Contract with Chen Moore and Associates, Inc., a Florida Limited Liability Company; providing for engineering and consulting services; providing for severability; providing for conflicts; and providing for an effective date.
- [16.](#) City Council Resolution No. 2021-182 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Continuing Contract with Environmental Consulting & Technology, Inc., a Florida Limited Liability Company; providing for engineering and consulting services; providing for severability; providing for conflicts; and providing for an effective date.
- [17.](#) City Council Resolution No. 2021-183 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Continuing Contract with North Florida Professional Services, Inc., a Florida Limited Liability Company; providing for engineering and consulting services; providing for severability; providing for conflicts; and providing for an effective date.
- [18.](#) City Council Resolution No. 2021-185 - A resolution of the City Council of the City of Lake City, Florida authorizing the execution of the First Amendment to the Memorandum of Agreement with the Suwannee River Water Management District authorized by City Council Resolution No. 2020-114; providing for an extension of the deadlines for completion; providing for conflict; and providing for an effective date.
- [19.](#) City Council Resolution No. 2021-186 - A resolution of the City Council of the City of Lake City, Florida authorizing the City's joining the State of Florida and other local government units in participating in the "Distributors Settlement" and the "Janssen Settlement" as described by the Florida Attorney General; providing for the Mayor's execution of the two participation agreements; and providing for an effective date.

Departmental Administration - None

Comments by Council Members

Adjournment

YouTube Chanel Information

Members of the public may also view the meeting live on our YouTube channel at: <https://www.youtube.com/c/CityofLakeCity>

Revisions made 12/2/2021: Item 11, supporting documentation added. Item 19, additional supporting documentation added.

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. November 15, 2021 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on November 15, 2021 beginning at 6:00 P.M., in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting live on our YouTube Channel.

PLEDGE OF ALLEGIANCE

INVOCATION – Councilmember Todd Sampson

ROLL CALL

Mayor/Council Member
City Council

City Attorney
Interim City Manager
Sergeant-at-Arms
City Clerk

Stephen M. Witt – tardy
Jake Hill, Jr.
Eugene Jefferson
C. Todd Sampson
Frederick Koberlein, Jr.
Michael Williams – absent
Assistant Chief Gerald Butler
Audrey Sikes

MINUTES

1. October 26, 2021 Special Session
2. November 1, 2021 Regular Session
3. November 8, 2021 Special Session

Mr. Jefferson made a motion to approve the October 26, 2021 Special Session, November 1, 2021 Regular Session, and November 8, 2021 Special Session minutes as presented. Mr. Hill seconded the motion and the motion carried unanimously on a voice vote.

APPROVAL OF AGENDA

Mr. Jefferson made a motion to approve the agenda as presented. Mr. Hill seconded the motion and the motion carried unanimously on a voice vote.

PUBLIC COMMENTS:

- Glenel Bowden spoke on his past and requested the LED sign for Annie Mattox Park to be on the agenda.
- Shawn Holmgren spoke in opposition of the LED sign being on the agenda and suggested revisiting the financial commitments of the City.
- Sylvester Warren spoke in favor of the sign for Sally Mae Jerry Park and in support of unification for all of downtown.
- Vanessa George encouraged members to keep speakers on point and to agenda topics.

APPROVAL OF CONSENT AGENDA

4. City Council Resolution No. 2021-160 - A resolution of the City Council of the City of Lake City, Florida authorizing the execution of an Interlocal Agreement with Columbia County, Florida; providing for the engagement of the County's building official on an interim basis to act as the City's building official; providing for severability; providing for conflicts; and providing for an effective date. **Mr. Sampson made a motion to approve the consent agenda. Mr. Jefferson seconded the motion and the motion carried unanimously on a voice vote.**

PUBLIC COMMENT: Sylvester Warren asked for clarification on how the public was to interact with Growth Management.

PUBLIC COMMENT: Shawn Holmgren asked if the County's building official would be able to verify permits and insurance on contractors.

City Attorney Fred Koberlein Jr. stated item #4 does not address Code Enforcement, as it only pertains to the Building Official.

PRESENTATIONS

5. 3rd Annual Thanksgiving "Unity in the Community" Dinner (Kim Denmark)
Ms. Denmark was not in attendance.
6. Lake City Columbia County Humane Society, Inc. - Request for the City to remove the provisions on page 2 of the Deed requiring the land shall be used for the sole purpose of providing animal shelter facilities and services for the citizens of Lake City and Columbia County, Florida by a not for profit entity. (Attorney Marlin Feagle)

Mr. Feagle represented the interests of the Humane Society and provided a brief background. He reported the Humane Society desires to expand their facility, but can not borrow funds due to the reverter clause. Mr. Feagle asked for the reverter clause to be released and to provide the Humane Society a new quit claim deed.

Mr. Sampson made a motion to release the reverter clause and to craft a new quit claim deed. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.

| | |
|----------------------|------------|
| Mr. Sampson | Aye |
| Mr. Hill | Aye |
| Mr. Jefferson | Aye |
| Mayor Witt | Aye |

OLD BUSINESS

Ordinances

At this time Mayor Witt closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2021-2209. City Council

Ordinance No. 2021-2209 was read by title. Mayor Witt asked if anyone wanted to be heard regarding City Council Ordinance No. 2021-2209. No one asked to be heard therefore Mayor Witt closed the public hearing.

7. City Council Ordinance No. 2021-2209 (final reading) - An ordinance of the City of Lake City, Florida; amending the code of the City of Lake City, Florida; providing for amendments to Chapter 70, Article V ("Firefighters' Retirement"); providing for codification; providing for severability; providing for conflicts; and providing for an effective date. **Mr. Jefferson made a motion to approve City Council Ordinance No. 2021-2209, amending the code of the City of Lake City, Florida; providing for amendments to Chapter 70, Article V ("Firefighters' Retirement"), and providing for codification. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

| | |
|----------------------|------------|
| Mr. Jefferson | Aye |
| Mr. Sampson | Aye |
| Mr. Hill | Aye |
| Mayor Witt | Aye |

OTHER ITEMS

8. Discussion and Possible Action - Fire Pension Board Appointee (Mayor Witt)
Mayor Witt reminded members an appointment for the Fire Pension Board is needed.

NEW BUSINESS

Ordinances – None

Resolutions

9. City Council Resolution No. 2021-166 - A resolution of the City Council, of the City of Lake City, Florida amending the annual operating budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021.

PUBLIC COMMENT: Sylvester Warren inquired why the budget was being amended.

Finance Director Donna Duncan responded the City was required, within 60 days, to make any necessary amendments.

PUBLIC COMMENT: Shawn Holmgren stated financial commitments already made need to be funded.

Mr. Sampson made a motion to approve City Council Resolution No. 2021-166, amending the annual operating budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.

| | |
|---------------|-----|
| Mr. Sampson | Aye |
| Mr. Hill | Aye |
| Mr. Jefferson | Aye |
| Mayor Witt | Aye |

10. City Council Resolution No. 2021-170 - A resolution of the City Council of the City of Lake City, Florida, appointing members to the Planning and Zoning Board, and the Board of Adjustments, and the Historical Board in accordance with Ordinance 2201-2201; providing for various terms of office; and providing for an effective date. **Mr. Sampson made a motion to approve City Council Resolution No. 2021-170 as revised, appointing members to the Planning and Zoning Board, and the Board of Adjustments, and the Historical Board in accordance with Ordinance 2201-2201, and providing for various terms of office. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.**

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|---------------|-----|
| Mr. Sampson | Aye |
| Mr. Jefferson | Aye |
| Mr. Hill | Aye |
| Mayor Witt | Aye |

11. City Council Resolution No. 2021-171 - A resolution of the City Council of the City of Lake City, Florida ratifying the execution of Task Assignment Number Twenty to the Continuing Contract with North Florida Professional Services, Inc., a Florida Corporation; providing for engineering services relating to the Price Creek Water Treatment Plant Access Road; providing for the payment for the professional services at a not to exceed cost of \$3,900.00; providing for conflict; and providing for an effective date. **Mr. Jefferson made a motion to approve City Council Resolution No. 2021-171, ratifying the execution of Task Assignment Number Twenty to the Continuing Contract with North Florida Professional Services, Inc., a Florida Corporation; providing for engineering services relating to the Price Creek Water Treatment Plant Access Road; providing for the payment for the professional services at a not to exceed cost of \$3,900.00. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

| | |
|---------------|-----|
| Mr. Jefferson | Aye |
| Mr. Sampson | Aye |
| Mr. Hill | Aye |
| Mayor Witt | Aye |

12. City Council Resolution No. 2021-172 - A resolution of the City Council of the City of Lake City, Florida, amending the personnel manual for City employees; providing for the amendment of Section 9.09 titled "Holidays" providing for the addition of the Juneteenth Holiday; providing for severability; providing for conflict; and providing an effective date. **Mr. Jefferson made a motion to approve City Council Resolution No. 2021-172, amending the personnel manual for City employees; providing for the amendment of Section 9.09 titled "Holidays" providing for the addition of the Juneteenth Holiday. Mr. Hill seconded the motion.**

PUBLIC COMMENT: Sylvester Warren spoke in support of the addition of the Juneteenth Holiday.

A roll call vote was taken and the motion carried.

| | |
|----------------------|------------|
| Mr. Jefferson | Aye |
| Mr. Hill | Aye |
| Mr. Sampson | Aye |
| Mayor Witt | Aye |

13. City Council Resolution No. 2021-173 - A resolution of the City Council of the City of Lake City, Florida, authorizing an amendment to the agreement with Local No. 2288 of the International Association of Firefighters, AFL-CIO; providing for the amendment of Article 14 titled "Wages and Classifications; providing for severability; providing for conflict; and providing for an effective date. **Mr. Sampson made a motion to approve City Council Resolution No. 2021-173, authorizing an amendment to the agreement with Local No. 2288 of the International Association of Firefighters, AFL-CIO, and providing for the amendment of Article 14 titled "Wages and Classifications. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.**

| | |
|----------------------|------------|
| Mr. Sampson | Aye |
| Mr. Hill | Aye |
| Mr. Jefferson | Aye |
| Mayor Witt | Aye |

DEPARTMENTAL ADMINISTRATION

14. Status of Investment Accounts we have with the Florida League of Cities (Finance Director Donna Duncan)

PUBLIC COMMENT: Shawn Holmgren asked to confirm with Donna Duncan that all pay scales were reverted back to the prior year's pay scale, referencing Mr. Greene's motion, before he resigned, that any retroactive raises were frozen.

Donna Duncan presented to Council the status of Investment Accounts as a requirement of the investment policy. She reported Jim Gollahon, an investment advisor, had retired and the Council needed to be considering a replacement.

Mr. Sampson made a motion to authorize the Interim City Manager to look into what the process is, to see if he can search for a financial advisor, or get with procurement for options. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.

| | |
|----------------------|------------|
| Mr. Sampson | Aye |
| Mr. Jefferson | Aye |
| Mr. Hill | Aye |
| Mayor Witt | Aye |

PUBLIC COMMENT: Sylvester Warren asked Council for an update on the ARPA funds.

Mayor Witt expressed suggested a workshop by the 1st of the year to address all issues on finance. Council concurred to hold a meeting the 1st week in December.

COMMENTS BY COUNCIL

Mr. Hill stated he will do his due diligence regarding Waste Pro complaints. He reported he had met with Frank Kramer relating to the concerns he expressed at the last meeting.

Mr. Sampson read an email from Interim City Manager Michael Williams with an update on the new City Hall.

Mr. Koberlein reminded council of the litigation session meeting that is needed for two pending cases. The meeting is necessary for the members to render advice and to discuss strategy. The meeting will be held on Friday, November 19, 2021 at 3:00 P.M.

ADJOURNMENT

All matters having been handled, the meeting adjourned at 7:00 PM on a motion made and duly seconded.

Stephen M. Witt, Mayor/Council Member

Audrey Sikes, MMC City Clerk

Note: Mayor Witt appointed Council Member Todd Sampson to Chair the meeting in his absence. Upon Mayor Witt's arrival at the meeting, he resumed chairing the remainder of the meeting.

File Attachments for Item:

2. Internet Café/Safety Study PowerPoint - Lake City Police Department (Interim Chief Gerald Butler)

Reminder: Sweepstake Business Moratorium, City Council Ordinance No. 2021-2208, 90 day extension, adopted on 10/18/2021 will expire on 01/18/2022.



Internet Cafes

**City Council Presentation
December 6, 2021**



Internet Cafes



Current Status:

There are no internet cafes legally operating within the City Limits of Lake City.

Internet Cafes

Options



- **Ban Internet Cafes Due To Safety Concerns**
- **Let Moratorium Expire**
- **Regulate Internet Cafes Inside City Limits**

Internet Cafes



I recommend the City Council mirror the County Commission's ordinance banning internet cafes.

This recommendation is based on the following:

Internet Cafes



Items To Consider:



ELECTRONIC GAMBLING PROHIBITION AND COMMUNITY PROTECTION ACT

CS/HB 155 (Chapter 2013-2, Laws of Florida)

On April 10, 2013, Governor Rick Scott signed into law CS/HB 155 (Chapter 2013-2, Laws of Florida).

This legislation reaffirms that Internet Café & Sweepstakes adult arcades are not exempted by exceptions in the gambling laws for charitable or nonprofit organizations, laws permitting certain game promotions or sweepstakes, and/or laws authorizing skill-based games at arcade amusement centers.

Internet Café & Sweepstakes adult arcade business operators and employees have been, and continue to be, criminally charged under Florida gambling laws, Chapter 849, Florida Statutes, as well as criminal laws against racketeering and money laundering.

Continued unlawful operation or patronage of Internet Café & Sweepstakes adult arcades will subject individuals (owners, employees, and patrons) to criminal prosecution.

- F.S. 849.01 - Individuals who own, operate, or oversee a house or other place for unlawful gaming or gambling are guilty of a third degree felony.
- F.S. 849.02 - Agents or employees of such establishments are also guilty of a third degree felony.
- F.S. 849.233 - Unlawful possession of gambling devices, to include unlawful slot machines, is a misdemeanor.
- F.S. 849.08 - Individuals who engage in unlawful gambling activities are guilty of a misdemeanor.

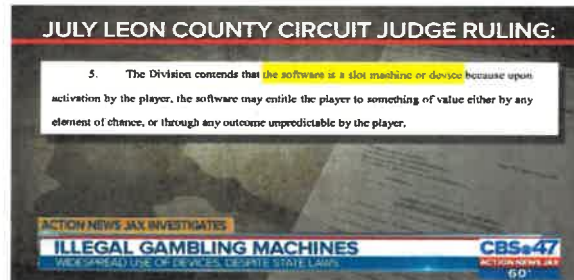
Any person concerned that he or she may be engaged in actions that are in violation of Florida's criminal laws should seek advice from a private attorney



Internet Cafes



- John Durrett, the State Attorney for the Third Judicial Circuit of Florida, in which the City of Lake City is located, has also stated the manner in which internet cafes operate is unlawful.
- Leon County Circuit Judge John Cooper, hearing a case from the Florida Department of Alcoholic Beverages and Tobacco, specifically ruled that even pre-veal games are illegal gambling.



Internet Cafes



Crime Stats:

A review of statistical data provided by the Columbia County Sheriff's Office regarding criminal activity at these locations in Columbia County makes it clearly evident that allowing these businesses into the City Limits will result in a marked increase in criminal calls for service.



Sheriff Mark Hunter
COLUMBIA COUNTY SHERIFF'S OFFICE



Columbia County Internet Café Updated 04-15-2021

| Business Name | AKA | ZONE | 2019 Calls | 2020 Calls | 2021 Calls | 3 Year Total | Business Address | City | Zip | Business Tax No. | Business Tax ID Date |
|-------------------------------|---------------------------|------|---------------|---------------|---------------|-----------------|-----------------------------|--------------|-------|---------------------|--------------------------|
| 1 Cyber Center Sweepstakes | Cyber Centers LLC | 2 | 11 | 10 | 2 | 23 | 737 SW SR 247 | Lake City | 32025 | 8732 | 3/10/2016 |
| 2 Senior Social Center Casino | | 3 | | | 12 | 12 | 2240 W US 90 | Lake City | 32025 | 10153 | 1/3/2019 |
| 3 Lucky Dragon | | 3 | 50 | 19 | 1 | 70 | 1780 E Duval | Lake City | 32025 | 10319 | 4/9/2019 |
| 4 Play Win 777 | The Garden 777 INC | 2 | 24 | 70 | 13 | 107 | 2310 W US 90 | Lake City | 32025 | 10361 | 5/1/2019 |
| 5 Fun Sweeps Arcade & More | | 2 | 1 | 1 | 0 | 2 | 2496 W US HWY 90, Ste 205 | Lake City | 32024 | 10399 | 5/15/2019 |
| 6 Lucky Spot | Fun Works Corp. | 2 | 0 | 89 | 20 | 109 | 3816 W US 90 | Lake City | 32025 | 10729 | 1/2/2020 |
| 7 Lucky Day | | 5 | 0 | 10 | 62 | 72 | 14197 S US HWY 441, Ste 105 | Lake City | 32024 | 11071 | 2/18/2020 |
| 8 Treasure Island | | 5 | 0 | 153 | 72 | 225 | 13403 S US 441 | Lake City | 32024 | 10759 | 2/24/2020 |
| 9 Cherry 777 | Wild Cherry 777 | 2 | 0 | 27 | 10 | 37 | 2260 W US 90 | Lake City | 32025 | 10825 | 4/22/2020 |
| 10 Boardwalk Arcade 777 | | 1 | 0 | 5 | 0 | 5 | 1802 N US 441 | Lake City | 32025 | 10863 | 6/8/2020 |
| 11 Hot Spot Arcade | LC HotSpot | 2 | 0 | 9 | 3 | 12 | 2194 W US 90 | Lake City | 32025 | 10899 | 7/8/2020 |
| 12 Q Time 777 | | 1 | 0 | 71 | 45 | 116 | 1917 E Duval Street | Lake City | 32025 | 10903/11143 | 7/8/2020 |
| 13 Lucky Spot Casino | Live Oak Senior Café LLC | 1 | 0 | 23 | 22 | 45 | 2681 NE Bassett Norris Dr. | Lake City | 32025 | 11131 | 10/23/2020 |
| 14 Fire Star Arcade | | 3 | 0 | 7 | 6 | 13 | 5416 South US 441 | Lake City | 32025 | 11147 | 11/2/2020 |
| 15 Fun Time | | 1 | 0 | 0 | 0 | 0 | 1912 N US HWY 441 | Lake City | 32025 | 11267 | 12/2/2020 |
| 16 Happy Times | | 3 | 0 | 0 | 28 | 28 | 2128 South Main | Lake City | 32025 | 11427 | 12/17/2020 |
| 17 Vegas One | Lucky Vegas 777 | 3 | 0 | 0 | 30 | 30 | 4189/4201 South US 441 | Lake City | 32025 | 11503/10379 | 1/27/2021 |
| 18 Gutter Zone 777 | | 2 | 0 | 0 | 0 | 0 | 3424 SW State Road 47 | Lake City | 32025 | 11525 | 2/10/2021 |
| 19 Lucky Duck | Cub Zibonaire | 3 | 0 | 0 | 0 | 0 | 2779 South US 41 | Lake City | 32025 | 11549 | 2/19/2021 |
| 20 Lucky 7 | | 3 | 10 | 8 | 1 | 19 | 1290 SE Bay | Lake City | 32024 | 11581 | 2/25/2021 |
| 21 The Wild Cherry | | 3 | 0 | 0 | 0 | 0 | 3368 SW Main Blvd | Lake City | 32025 | 11587 | 2/26/2021 |
| 22 Chasin Eddies | First Coast Williams, LLC | 3 | 11 | 25 | 10 | 46 | 1252 E Duval Street | Lake City | 32025 | 11617 | 3/10/2021 |
| 23 Royal Dragon | First Coast Williams, LLC | 3 | 0 | 9 | 6 | 15 | 1270 E Duval Street | Lake City | 32025 | 11129/11615 | 10/22/2020 03/10/2021 |
| 24 Bob RV Internet Café | | 5 | 6 | 8 | 6 | 20 | 23486 S US 441 | High Springs | 32643 | | |
| 25 Cyber Café | | 3 | 48 | 59 | 17 | 124 | 1686 SE Bay | Lake City | 32025 | | |
| 26 Fun Win 777 | | 2 | 14 | 8 | 3 | 25 | 2470 W US 90 | Lake City | 32025 | | |
| 27 Lucky Day | | 5 | | | 2 | 2 | 14075 S US 441 | Lake City | 32024 | | |
| 28 Lucky Joes Arcade | | 2 | 53 | 34 | 15 | 102 | 2218 W US 90 | Lake City | 32025 | | |
| 29 Paradise Internet Café | | 3 | | | 1 | 1 | 158 SW Dominoes Way | Lake City | 32025 | | |
| 30 Unknown Name No Signage | | 5 | | | 2 | 2 | 14053 S US 441 | Lake City | 32024 | | |
| Totals: | | | 228 | 645 | 387 | 1260 | | | | | |

Internet Cafes



County Attorney Joel Foreman said because surrounding counties started banning internet cafes, these businesses started to relocate to other areas — such as Columbia County.

“Marion County, Duval County and Nassau County have all said they are just going to prohibit these machines because they think the probability that they’re being used illegally is so high. Because of public safety issues in Duval, Nassau and Marion counties, they have withstood challenge in federal court,” Foreman said.

Source:

Columbia County Plans For August 2021 Ban On Internet Cafes

By Erica Shebovsky

April 22, 2021 Heard It On WUFT-FM

Internet Cafes



2 shot in 2nd robbery at Lake City internet cafe, police say

3 robberies at internet cafes in Lake City since April, LCPD says



LAKE CITY, Fla. — Two employees were shot early Friday when an internet gaming cafe in Lake City was robbed for the second time, according to police.

The employees were both shot in the leg and were flown to UF Health in Gainesville. Their condition was not known, police said.

According to the Lake City Police Department, officers responded to a robbery about 1:35 a.m. to the Treasure Island Internet Gaming Cafe at 1472 West U.S. 90.

The officer found the employees and rendered first aid, including applying newly acquired blood-clotting first-aid equipment, police said.

Witnesses told police that two men entered the cafe just after 1:30 a.m., immediately ordering all customers to get on the ground. At some point during the robbery, at least one suspect brandished a firearm while ordering employees to collect money for them, according to witnesses.

As the robbery progressed, both employees were shot in the leg, and the suspects ran off, police said. No suspect description was given.

SHERIFF'S OFFICE

Home | Contact Us | 904.355.4100 | 4000 W. Lake City Blvd. | Lake City, FL 33701

Media Release-Casino Shooting

January 30, 2011

Daytine Leary

On Saturday, January 30, 2011, shortly after 3:00am, deputies responded to a shooting at the "O-Time 777" casino on East Duval Street near Cedar Avenue. The incident resulted in one person being pronounced deceased at the scene.

Investigation has revealed that Daytine Leary (42 years of age, Hall) been at the casino in the early morning hours when he was involved in a dispute. Leary was asked to leave the business. Shortly after leaving, he returned with a firearm. Leary entered the business again, and pointed the gun at a female inside the business. According to witnesses, Leary attempted to grab the woman at point blank range, but the gun malfunctioned. Leary then pointed the gun randomly throughout the business and began firing multiple rounds. A security guard who was inside then confronted Leary and exchanged gunfire. During the exchange, Leary was struck and died at the scene.

The business was occupied by other patrons during the incident, but no other people were struck. Detectives have identified another person associated with Leary. Investigation is still ongoing to determine that individual's involvement.

Quick Links

- Find Out More About Us
- Crime Stoppers
- Florida State Sheriff's Association
- Florida Department of Law Enforcement
- Florida Department of Corrections
- Florida Department of Agriculture and Forestry
- Florida Department of Transportation
- Florida Department of Banking and Finance
- Florida Department of Health
- Florida Department of Insurance
- Florida Department of Labor
- Florida Department of Natural Resources
- Florida Department of Public Safety
- Florida Department of Social Services
- Florida Department of State
- Florida Department of Transportation
- Florida Department of Veterans Affairs
- Florida Department of Wildlife Conservation
- Florida Department of Youth Services
- Florida Department of Corrections
- Florida Department of Banking and Finance
- Florida Department of Health
- Florida Department of Insurance
- Florida Department of Labor
- Florida Department of Natural Resources
- Florida Department of Public Safety
- Florida Department of Social Services
- Florida Department of State
- Florida Department of Transportation
- Florida Department of Veterans Affairs
- Florida Department of Wildlife Conservation
- Florida Department of Youth Services

Contact Numbers

Operations Center: (888) 762-8212
 Human Resources: (888) 762-8212
 Fax: (888) 762-8212
 Investigation: (888) 762-8212

Internet Cafes



On April 10, 2013, Governor Rick Scott signed into law CS/HB 155 (Chapter 2013-2, Laws of Florida), which “reaffirms that Internet Café & Sweepstakes adult arcades are not exempted by exemptions in the gambling laws for charitable or nonprofit organizations, laws pertaining to certain game promotions or sweepstakes, and/or laws authorizing skill-based games at arcade amusement centers.”

The Lake City Police Department, along with Agencies across the state, distributed posters to the casinos within the City Limits, and shortly thereafter, all of the internet cafes within the City Limits had ceased operation. Over the course of the next few years, however, internet cafes began to re-open under the premise that they had changed their operation software and were no longer gambling.

Unfortunately, investigations and prosecution of internet cafes is excessively resource-intensive and time-consuming. As a result, the best solution, and my recommendation, is to follow the County and establish an ordinance banning internet cafes.



Lake City Police Department

Intra-Departmental Correspondence Form



To: Dr. Argatha Gilmore, Chief of Police
From: Sergeant Mike Lee, Crime Prevention Practitioner
Subject: Internet Café / Safety Study
Date: October 4, 2021

The City of Lake City currently has no Internet Cafes / Gambling Houses / Casinos [herein "Casinos"] located within the incorporated municipal limits of the City of Lake City. This study is being prepared in response to consideration for these establishments to return to Lake City and will look at the history of these businesses, their legal standing, and public safety issues related to their presence.

Florida Statute 849.01 states:

Whoever by herself or himself, her or his servant, clerk or agent, or in any other manner has, keeps, exercises or maintains a gaming table or room, or gaming implements or apparatus, or house, booth, tent, shelter or other place for the purpose of gaming or gambling or in any place of which she or he may directly or indirectly have charge, control or management, either exclusively or with others, procures, suffers or permits any person to play for money or other valuable thing at any game whatever, whether heretofore prohibited or not, commits a misdemeanor of the second degree

Additionally, Florida Statute 849.08 defines "Gambling" as:

... any game at cards, keno, roulette, faro, or other game of chance, at any place, by any device whatsoever, for money or other thing of value..."

Florida Statute 849.16 also provides a definition of "Slot machine or device" as:

Any machine or device or system or network of devices that is adapted for use in such a way that, upon activation, which may be achieved by, but is not limited to, the insertion of any piece of money, coin, account, number, code, or other object or information, such device or system is directly or indirectly caused to operate or may be operated and if the user, whether by application of skill or by reason of any element of chance or other outcome unpredictable by the user, may;

- a) Receive or become entitled to receive any piece of money, credit, allowance, or thing of value, or any check, slug, token, or memorandum, whether by value or otherwise, which may be exchanged for any money, credit, allowance, or thing of value which may be given in trade; or*
- b) Secure additional chances or rights to use such machine, apparatus, or device, even though the device or system may be available for free play or, in addition to any element of chance or unpredictable outcome of such operation, may also sell, deliver, or present some merchandise, indication of weight, entertainment, or other thing of value.*



Lake City Police Department Intra-Departmental Correspondence Form



On April 10, 2013, Governor Rick Scott signed into law CS/HB 155 (Chapter 2013-2, Laws of Florida), which “reaffirms that Internet Café’ & Sweepstakes adult arcades are not exempted by exemptions in the gambling laws for charitable or nonprofit organizations, laws pertaining to certain game promotions or sweepstakes, and/or laws authorizing skill-based games at arcade amusement centers.”

As a result, the Florida Department of Law Enforcement circulated a document state-wide that stated “Continued unlawful operation or patronage of Internet Café & Sweepstakes adult arcades will subject individuals (owners, employees, and patrons) to criminal prosecution.”

The Lake City Police Department, along with Agencies across the state, distributed these posters to the casinos within the City Limits, and shortly thereafter, all of the casinos within the City Limits had ceased operation. Over the course of the next few years, however, businesses began to re-open under the premise that they had changed their operation software and were no longer gambling.

These systems operated primarily under a system marketed as “pre-veal” in which the player knew whether they won or lost ahead of the choice to play, and according to private attorneys, were no longer “gambling.” The Florida State-Wide Gambling Task Force, however, disagreed and continued conducting operations to shut down these establishments. While previously, the individual computer at which a player sat decided the win or lose each play, the new re-veal system involved a card pre-loaded a sequence of wins and losses determined at the time of purchase. The substantive change is that, under the new system, the point of sale for this pre-loaded card now met the legal definition of a “slot machine” as opposed to the gaming console.

During this time, the State Attorneys Office reviewed the new system and eventually also concluded that they were still illegal. State Attorney Jeff Seigmeister distributed a press release indicating such. At this point, the few businesses that had reopened inside the City shut back down. Shortly after, CCSO and the SAO began obtaining warrants to raid multiple casinos located outside the city limits, making multiple arrests and seizing equipment.

Due to extenuating factors such as internal changes within the State Attorneys Office, there was little follow-up enforcement after these initial cases, however in the time since, the City of Lake City has not issued any business licenses to new casino businesses, to this day we currently have none.

During the years since the most recent round of aggressive prosecution, several casinos have successfully opened in unincorporated Columbia County, however. Due to the geographical alignment of city limits, many of these businesses are “in” the city, though, while not being within the City’s jurisdiction. This has resulted in numerous calls for service for severe violent crime at these locations. Further, it allows Officers with the Lake City Police Department to observe these businesses in operation.



Lake City Police Department Intra-Departmental Correspondence Form



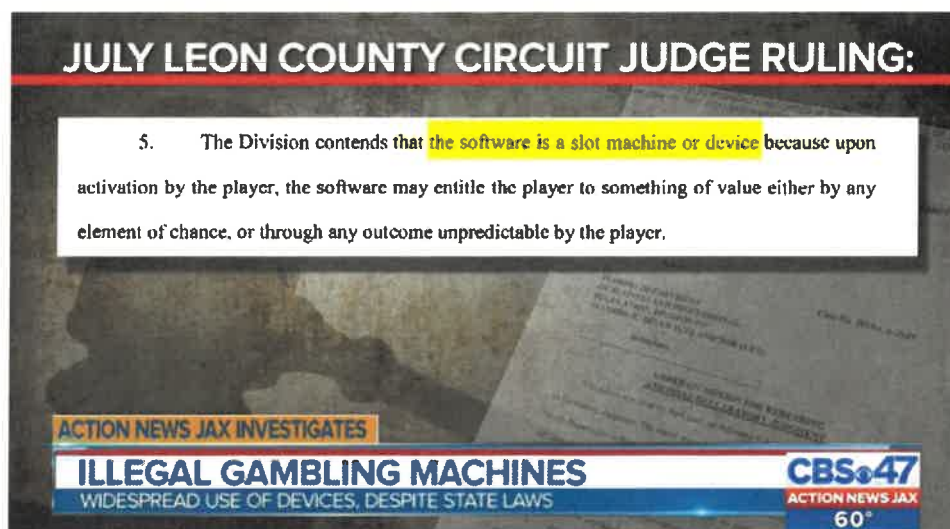
It is a consistent factor that these casinos are hotbeds for other criminal activity, which is why gambling is heavily restricted in the first place. They are common locations for drug sales, which in turn means they are a common location for disputes and other crimes connected to drug activity, prostitution, and more.

A review of statistical data provided by the Columbia County Sheriff's Office regarding criminal activity at these locations makes it clearly evident that allowing these businesses into the City Limits will result in a marked increase in criminal calls for service for an already over-worked Police Department. The financial benefits of this option are greatly outweighed by the increased expense and use of resources that would be necessary for LCPD to monitor and investigate activity at casinos. The activity would also increase an already-high crime rate, further negatively impacting economic growth of the City.

Based on an evaluation of the data provided by CCSO, a review of past activity and experience with casinos in Lake City in the past, historical analysis of this type of business, and concerns and issues experienced state-wide, it is clear that re-authorizing casinos in the City of Lake City would result in increased criminal activity, increased calls for service, and of specific note, would put the City of Lake City in a position of liability for authorizing businesses to operate that are notably illegal in the first place.

The current administration of the State Attorneys Office has also stated, on-record, that the way these businesses operate are unlawful. Additionally, Leon County Circuit Judge John Cooper, hearing a case from the Florida Department of Alcoholic Beverages and Tobacco, specifically ruled that even pre-veal games are illegal gambling.

Unfortunately, prosecution is excessively resource-intensive and time consuming. As a result, the best solution is to follow the footsteps of Columbia County and establish an ordinance.





Lake City Police Department

Intra-Departmental Correspondence Form



ELECTRONIC GAMBLING PROHIBITION AND COMMUNITY PROTECTION ACT

CS/HB 155 (Chapter 2013-2, Laws of Florida)

On April 10, 2013, Governor Rick Scott signed into law CS/HB 155 (Chapter 2013-2, Laws of Florida).

This legislation reaffirms that Internet Café & Sweepstakes adult arcades are not exempted by exceptions in the gambling laws for charitable or nonprofit organizations, laws permitting certain game promotions or sweepstakes, and/or laws authorizing skill-based games at arcade amusement centers.

Internet Café & Sweepstakes adult arcade business operators and employees have been, and continue to be, criminally charged under Florida gambling laws, Chapter 849, Florida Statutes, as well as criminal laws against racketeering and money laundering.

Continued unlawful operation or patronage of Internet Café & Sweepstakes adult arcades will subject individuals (owners, employees, and patrons) to criminal prosecution.

F.S. 849.01 - Individuals who own, operate, or oversee a house or other place for unlawful gaming or gambling are guilty of a third degree felony.

F.S. 849.02 - Agents or employees of such establishments are also guilty of a third degree felony.

F.S. 849.233 - Unlawful possession of gambling devices, to include unlawful slot machines, is a misdemeanor.

F.S. 849.08 - Individuals who engage in unlawful gambling activities are guilty of a misdemeanor.

Any person concerned that he or she may be engaged in actions that are in violation of Florida's criminal laws should seek advice from a private attorney.





Lake City Police Department

Intra-Departmental Correspondence Form



Press Release

LAKE CITY
POLICE
DEPARTMENT



www.lcflapd.com

@LCFlaPD

Chief of Police Argatha Gilmore

For Immediate Release

Release Date: August 25, 2021

Mike Lee, Public Information Officer

Ph. 386.758.5489 Cell 386.243.9755

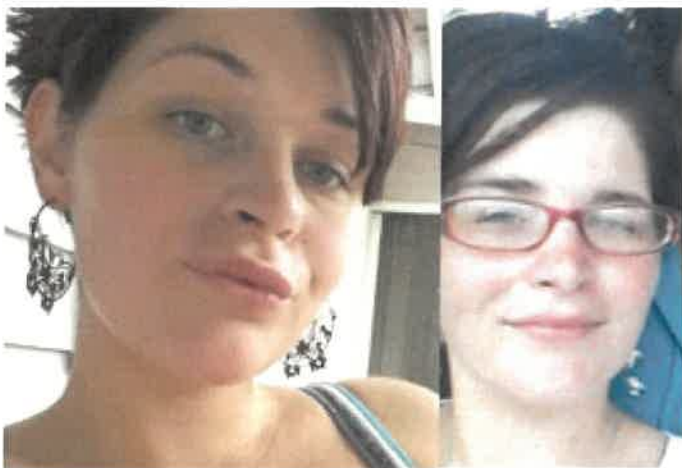
LCPD: Employee Steals from Internet Café

On Wednesday 8/24/16 the Lake City Police Department responded to the Internet Royal Café at 1051 E. Duval St (US 90) regarding an employee theft. The responding officer met with the manager who advised that an employee, Amanda Jennings, had stolen over \$1,200 from the register shortly after 4:00pm.

Officers were able to review security footage from within the business. In the video, Jennings is seen standing behind the counter where she was working. She is then seen opening the register, removing over \$1,200 from the drawer, and concealing the bills in her bra.

After finishing, Jennings fled the business. The café was left completely unattended for approximately an hour until a customer noticed no one was working inside and called the manager. Officers attempted to locate Jennings, but were unable to find her.

A warrant affidavit was filed on Jennings for Grand Theft. Anyone with information on her whereabouts may contact LCPD at (386) 752-4343 or anonymously on the TIPS Line at (386) 719-2068



Warrant Affidavit: Amanda Jean Jennings
Race/Sex: White/Female
Date of Birth: 12/24/1988 (27)
Address: 439 SE Susan Cir
Lake City, FL
Charges: Grand Theft



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Press Release

LAKE CITY
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www.lcflapd.com

@LCFlaPD



Chief of Police Argatha Gilmore

For Immediate Release

Release Date: April 27, 2017

Mike Lee, Public Information Officer

Ph. 386.758.5489 Cell 386.243.9755

LCPD: Internet Café Robbed at Gunpoint

On Thursday, April 27, 2017 at approximately 12:38am, the Lake City Police Department responded to the Treasure Island internet café at 1472 W US Hwy 90 regarding an armed robbery that had just occurred. According to the caller, two unknown black male subjects entered the casino with guns drawn. They ordered employees to the ground, and forced customers into a back room.

After securing customers, the suspects demanded money from employees, one who had been working on a gaming machine and the other who was at the cash register. After collecting the money available to them, both employees were forced into the office at gunpoint where they were ordered to lay on the ground. One suspect stole additional money from the office while the other pointed his gun at the employees.

After looting the office, the suspects fled the business. They were last seen fleeing in two separate vehicles, possible a gold unknown model SUV and an unknown color Cadillac sedan. The robbers were both wearing sky masks. One was described wearing black pants and a black hoodie and a black mask, the other was wearing a red "Nike" long sleeve pullover shirt with dark pants and a blue mask. Both were armed with handguns.

Immediately after the robbery, all of the customers fled the business while employees called 911.

"Despite our immediate response, these robbers were gone prior to our arrival. We're asking anyone who has information about this crime, including any customers who fled the business before we arrived, to contact us," said Lake City Police Chief Argatha Gilmore.

*Anyone having information about this incident or others can contact the
Lake City Police Department at 386-758-5489, by e-mail at: tips@lcflapd.com
or call anonymously on the TIP line at (386) 719-2068*



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Press Release

LAKE CITY
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DEPARTMENT



www.lcflapd.com

@LCFlaPD



Chief of Police Argatha Gilmore

For Immediate Release

Release Date: July 21, 2017

Mike Lee, Public Information Officer

Ph. 386.758.5489 Cell 386.243.9755

LCPD: Two Shot During Second Robbery at Internet Casino

On Friday, July 21 2017, at approximately 1:35am the Lake City Police Department responded to the Treasure Island Internet Gaming Café located at 1472 W US Hwy 90, regarding a robbery. Officers arrived and discovered two employees who had suffered gunshot wounds in a robbery that had just occurred.

Officers rendered immediate first aid to the victims, including utilizing newly-acquired blood-clotting first aid equipment. Both victims were flown to UF Health in Gainesville. Their condition is unknown at this time.

While the incident is still under investigation and the exact circumstances are unknown, statements at the scene indicate that two unknown black males entered the business just after 1:30am, immediately ordering all customers to get on the ground. At some point during the robbery, at least one suspect brandished a firearm while ordering employees to collect money for them. As the robbery progressed, both employees were shot in the leg, and the suspects fled on foot. No suspect description is available at this time.

This is the second armed robbery to occur at the Treasure Island casino and the third armed robbery of an Internet Café within the City of Lake City since April, with other robberies occurring at similar businesses in unincorporated Columbia County. In addition to these robberies, in 2017 LCPD has responded to other criminal activity at Internet Cafes including Burglary, Felony Narcotics Violations, Battery, Theft, and Trespassing.

"While this incident is still under investigation, it is clear to me already that tonight's shooting was a needless tragedy," said Lake City Police Chief Argatha Gilmore. "As we continue working to identify the two robbers involved, I ask that all citizens who choose to patronize Internet Cafes in the meantime remain alert. Stay aware of your surroundings and call law enforcement if you see anything suspicious."

Anyone having information about this incident or others can contact the Lake City Police Department by e-mail at: tips@lcflapd.com or call anonymously on the TIP line at (386) 719-2068.



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COLUMBIA COUNTY
SHERIFF'S OFFICE
SHERIFF MARK HUNTER

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Early Morning Robbery and Shooting Leads to Manhunt

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On Monday, March 9, a robbery and shooting at a Vegas One Casino at 4201 S U. S. Highway 441 has left a person shot and started a two county manhunt for the perpetrators.

At about 4:50 am, Deputies responded to the casino due to 911 calls of a robbery and shooting. A nearby deputy saw a vehicle leaving at a high rate of speed and attempted to stop it as other units responded to the casino. The vehicle failed to stop and fled southbound on 441 with units in pursuit.

On scene deputies discovered a male employee at the business suffering from an injury to his upper body. Witnesses at the business reported three masked subjects entered the casino, robbing it and shooting the employee before fleeing.

The victim was airlifted to a Gainesville Hospital; his condition is unknown at the time of this release.

The vehicle pursuit continued into High Springs where the vehicle stopped near U.S. 441 and NW 222 St, where the suspects fled on foot. Units from High Springs PD, Alachua County Sheriff's Office, FHP, Gainesville PD, FWC, FDLE and DOC joined CCSO as the area was cordoned off and K9 teams deployed. This scene is fluid and search is ongoing.

The detectives have assumed the investigation and are working with our area partners to apprehend these dangerous suspects, who are possibly still armed.

This case is active and on-going. More information will be forthcoming as the investigation continues.

Quick Links

- [Find Out Who's in Jail](#)
- [Crime Stoppers](#)
- [FDLE Florida Sexual Offense Predators](#)
- [FDLE See Something Say Something](#)
- [Florida Department of Law Enforcement](#)
- [Florida Sheriffs Youth Resource](#)
- [Florida VINE System](#)
- [Columbia County Online](#)
- [Department of Financial Services](#)
- [Florida Department of Agriculture Consumer Services](#)
- [Flakka Awareness](#)
- [Don't Get Scamed](#)



Lake City Police Department

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Media Release-Casino Shooting

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News



Feb
1
2021

(Bayshine Leary)

On Saturday, January 30, 2021 shortly after 3:00am, deputies responded to a shooting at the "Q-Time 777" casino on East Duval Street near Cider Avenue. The incident resulted in one person being pronounced deceased at the scene.

Investigation has revealed that Bayshine Leary (42 years of age), had been at the casino in the early morning hours when he was involved in a dispute. Leary was asked to leave the business. Shortly after leaving, he returned with a firearm. Leary entered the business again, and pointed the gun at a female inside the business. According to witnesses, Leary attempted to shoot the woman at point blank range, but the gun malfunctioned. Leary then pointed the gun randomly throughout the business and began firing multiple rounds. A security guard who was inside then confronted Leary and exchanged gunfire. During this exchange, Leary was struck and died at the scene.

The business was occupied by other patrons during the incident, but no other people were struck. Detectives have identified another person associated with Leary. Investigation is still on-going to determine that individual's involvement.

Quick Links

- [Find Out Who's in Jail](#)
- [Crime Stoppers](#)
- [FDLE Florida Sexual Offenders & Predators](#)
- [FDLE See Something Say Something](#)
- [Florida Department of Law Enforcement](#)
- [Florida Sheriff's Youth Ranches](#)
- [Florida VINE System](#)
- [Columbia County Online](#)
- [Department of Financial Services](#)
- [Florida Department of Agriculture and Consumer Services](#)
- [Flakka Awareness](#)
- [Don't Get Scamed](#)

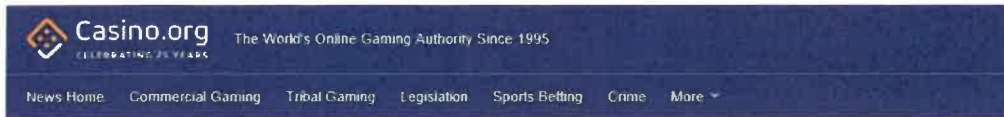
Contact Numbers

Operations Center: (386) 752-9212
Human Resources: (386) 756-2130
Finance: (386) 758-1110
Investigations: (386) 758-1095



Lake City Police Department

Intra-Departmental Correspondence Form



News > Crime

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Security Guard Shoots Man Dead at Florida Gambling Den

Posted on January 31, 2021, 12:15h Last updated on January 31, 2021 12:41h



Devin O'Connor

Expertise: Commercial Gaming, Entertainment, Politics.



An unidentified man was shot and killed early Saturday morning by a security guard at a Florida gambling den. The incident took place at the Q-Time 777 in Lake City, Florida.

The Q-Time 777 "casino" in Lake City, Florida, is a metal garage. The business was the setting of a shooting death this weekend.
Image: Lake City Reporter

Police said a security guard initially responded to a dispute between the man and another individual. After telling the man he needed to exit the premises, he later returned brandishing a handgun.

Following shots fired, the security guard shot and killed the man.

“At some point, he began shooting multiple shots inside of the business where there were other patrons inside,” explained Columbia County Sheriff's Office Public Information Officer Steven Khachigan. “At that point, a security guard, who was also armed, engaged the suspect in gunfire.”

Though multiple gunshots were fired, no one else was injured in the gambling space. Police say the investigation is ongoing.

Gambling Den Crime

The seedy underworld of illegal gambling is ripe for criminal acts. Money, gambling, and alcohol — often paired with drugs — is a [dangerous cocktail](#).

Late last year, 15 reputed mobsters were arrested in Philadelphia on allegations of running illicit gambling services. Last week, law enforcement in New Jersey [raided an illegal gambling den](#) and arrested three men.

Police in Las Vegas rescued some 300 birds groomed for cockfighting just days ago. And in Connecticut, three men have been charged with running illegal gambling rings at multiple bodegas. They're each being held on \$100,000 bail.

And finally, authorities in the Netherlands recently arrested Tse Chi Lop, known as “Asia's El Chapo.” Tse has ties to several of the world's most notorious triad gangs, including the 14K, Wo Shing Wo, Sun Yee On, Big Circle Gang, and Bamboo Union.



Lake City Police Department

Intra-Departmental Correspondence Form



2 shot in 2nd robbery at Lake City internet cafe, police say

3 robberies at internet cafes in Lake City since April, LCPD says



LAKE CITY, Fla. – Two employees were shot early Friday when an internet gaming cafe in Lake City was robbed for the second time, according to police.

The employees were both shot in the leg and were flown to UF Health in Gainesville. Their condition was not known, police said.

According to the Lake City Police Department, officers responded to a robbery about 1:35 a.m. to the Treasure Island Internet Gaming Cafe at 1472 West U.S. 90.

The officer found the employees and rendered first aid, including applying newly acquired blood-clotting first-aid equipment, police said.

Witnesses told police that two men entered the cafe just after 1:30 a.m., immediately ordering all customers to get on the ground. At some point during the robbery, at least one suspect brandished a firearm while ordering employees to collect money for them, according to witnesses.

As the robbery progressed, both employees were shot in the leg, and the suspects ran off, police said. No suspect description was given.



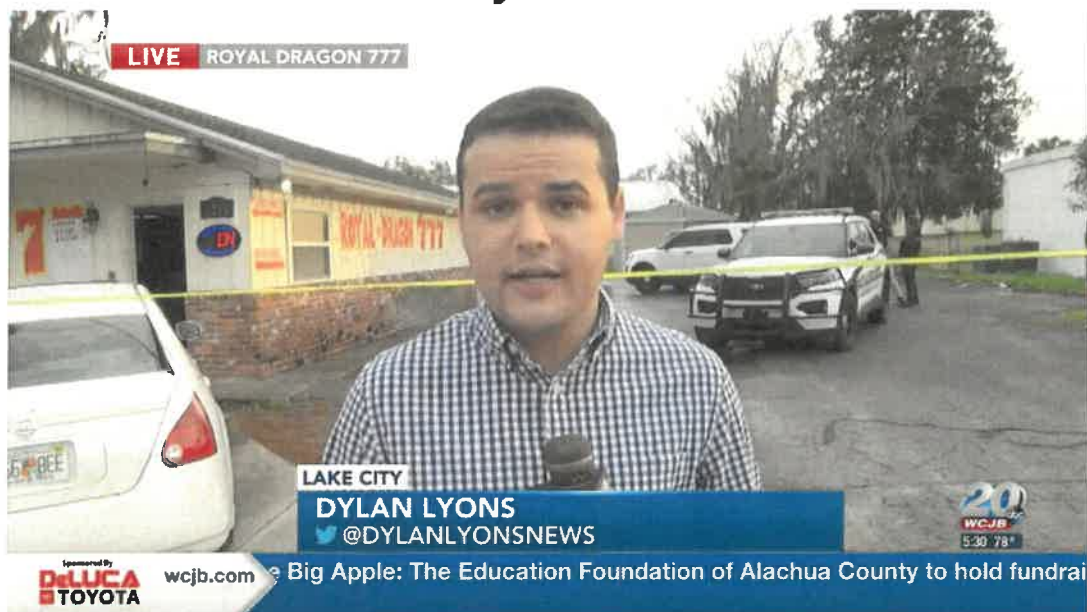
Lake City Police Department Intra-Departmental Correspondence Form



Four casino scammers are in jail, charged with larceny and fraud



DEVELOPING: Lake City casino robbed





Sheriff Mark Hunter
COLUMBIA COUNTY SHERIFF'S OFFICE



Columbia County Internet Café Updated 04-15-2021

| Business Name | AKA | ZONE | 2019 Cals | 2020 Cals | 2021 Cals | 3 Year Total | Business Address | City | Zip | Business Tax No. | Business Tax ID Date |
|-------------------------------|--------------------------|------|--------------|--------------|--------------|-----------------|-----------------------------|--------------|-------|---------------------|-------------------------|
| 1 Cyber Center Sweepstakes | Cyber Centers LLC | 2 | 11 | 10 | 2 | 23 | 757 SW SR 247 | Lake City | 32025 | 8732 | 3/10/2016 |
| 2 Senior Social Center Casino | | 3 | | | 12 | 12 | 2240 W US 90 | Lake City | 32025 | 10153 | 1/3/2019 |
| 3 Lucky Dragon | | 3 | 50 | 19 | 1 | 70 | 1780 E Dunal | Lake City | 32025 | 10319 | 4/9/2019 |
| 4 Play Win 777 | The Garden 777 INC | 2 | 24 | 70 | 13 | 107 | 2510 W US 90 | Lake City | 32025 | 10361 | 5/1/2019 |
| 5 Fun Sweeps Arcade & More | | 2 | 1 | 1 | 0 | 2 | 2496 W US HWY 90, Ste 205 | Lake City | 32024 | 10399 | 5/15/2019 |
| 6 Lucky Spot | Fun Works Corp. | 2 | 0 | 89 | 20 | 109 | 3816 W US 90 | Lake City | 32055 | 10729 | 1/2/2020 |
| 7 Lucky Day | | 5 | 0 | 10 | 62 | 72 | 14197 S US HWY 441, Ste 105 | Lake City | 32024 | 11071 | 2/18/2020 |
| 8 Treasure Island | | 5 | 0 | 153 | 72 | 225 | 13403 S US 441 | Lake City | 32024 | 10759 | 2/24/2020 |
| 9 Cherry 777 | Wild Cherry 777 | 2 | 0 | 27 | 10 | 37 | 2260 W US 90 | Lake City | 32055 | 10825 | 4/22/2020 |
| 10 Boardwalk Arcade 777 | | 1 | 0 | 5 | 0 | 5 | 1802 N US 441 | Lake City | 32055 | 10863 | 6/8/2020 |
| 11 Hot Spot Arcade | LC HotSpot | 2 | 0 | 9 | 3 | 12 | 2194 W US 90 | Lake City | 32055 | 10899 | 7/8/2020 |
| 12 Q Time 777 | | 1 | 0 | 71 | 45 | 116 | 1917 E Dunal Street | Lake City | 32055 | 10903/11143 | 7/8/2020 |
| 13 Lucky Spot Casino | Live Oak Senior Cafe LLC | 1 | 0 | 23 | 22 | 45 | 2681 NE Bascom/Norris Dr. | Lake City | 32055 | 11131 | 10/23/2020 |
| 14 Five Star Arcade | | 3 | 0 | 7 | 6 | 13 | 5416 South US 441 | Lake City | 32025 | 11147 | 11/2/2020 |
| 15 Fun Time | | 1 | 0 | 0 | 0 | 0 | 1912 N US HWY 441 | Lake City | 32055 | 11267 | 12/2/2020 |
| 16 Happy Times | | 3 | 0 | 0 | 28 | 28 | 2128 South Main | Lake City | 32025 | 11427 | 12/17/2020 |
| 17 Vegas One | Lucky Vegas 777 | 3 | 0 | 0 | 30 | 30 | 4189/4201 South US 441 | Lake City | 32025 | 11503/10379 | 1/27/2021 |
| 18 Gamer Zone 777 | | 2 | 0 | 0 | 0 | 0 | 3424 SW State Road 47 | Lake City | 32025 | 11525 | 2/10/2021 |
| 19 Lucky Duck | Chb Zikemare | 3 | 0 | 0 | 0 | 0 | 2779 South US 41 | Lake City | 32025 | 11549 | 2/19/2021 |
| 20 Lucky 7 | | 3 | 10 | 8 | 1 | 19 | 1290 SE Baya | Lake City | 32024 | 11581 | 2/25/2021 |
| 21 The Wild Cherry | | 3 | 0 | 0 | 0 | 0 | 3268 SW Main Blvd | Lake City | 32025 | 11587 | 2/26/2021 |
| 22 Chasin Eddies | First Coast W/Maxx, LLC | 3 | 11 | 25 | 10 | 46 | 1252 E. Dunal Street | Lake City | 32055 | 11617 | 3/10/2021 |
| 23 Royal Dragon | First Coast W/Maxx, LLC | 3 | 0 | 9 | 6 | 15 | 1270 E. Dunal Street | Lake City | 32055 | 11129/11615 | 10/22/2020 |
| 24 Bob RV Internet Cafe | | 5 | 6 | 8 | 6 | 20 | 23486 S US 441 | High Springs | 32643 | | 03/10/2021 |
| 25 Cyber Cafe | | 3 | 48 | 59 | 17 | 124 | 1686 SE Baya | Lake City | 32025 | | |
| 26 Fun Win 777 | | 2 | 14 | 8 | 3 | 25 | 2470 W US 90 | Lake City | 32055 | | |
| 27 Lucky Day | | 5 | | | 2 | 2 | 14075 S US 441 | Lake City | 32024 | | |
| 28 Lucky Lees Arcade | | 2 | 53 | 34 | 15 | 102 | 2218 W US 90 | Lake City | 32055 | | |
| 29 Paradise Internet Cafe | | 3 | | | 1 | 1 | 158 SW Donnes Way | Lake City | 32025 | | |
| 30 Unknown Name No Signage | | 5 | | | 2 | 2 | 14053 S US 441 | Lake City | 32024 | | |
| Totals: | | | 228 | 645 | 387 | 1260 | | | | | |

File Attachments for Item:

3. City Council Ordinance No. 2021-2206 (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-21-03 by the City Council, under the amendment procedures established in sections 163.3161 through 163.3248, Florida Statutes, as amended, providing for adding a property rights element to the Comprehensive Plan per Section 163.316(10), Florida Statutes, as amended and Section 187.101(3), Florida Statutes, as amended; repealing all ordinances in conflict; and providing an effective date.

Passed on first reading 10/04/2021

ORDINANCE NO. 2021-2206

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 21-03 BY THE CITY COUNCIL, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR ADDING A PROPERTY RIGHTS ELEMENT TO THE COMPREHENSIVE PLAN PER SECTION 163.3161(10), FLORIDA STATUTES, AS AMENDED AND SECTION 187.101(3), FLORIDA STATUTES, AS AMENDED; 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 21-03, by the City Council, to amend the text of the Comprehensive Plan, a Property Rights Element, is hereby added to read, as follows:

X
PROPERTY RIGHTS ELEMENT

INTRODUCTION

The following goal, objective and policies constitute the Property Rights Element, in accordance with the legislative intent expressed in Section 163.3161(10), Florida Statutes, as amended, and Section 187.101(3), Florida Statutes, as amended.

PROPERTY RIGHTS GOAL, OBJECTIVE AND POLICIES

GOAL X - RECOGNIZE AND RESPECT JUDICIALLY ACKNOWLEDGED AND CONSTITUTIONALLY PROTECTED PRIVATE PROPERTY RIGHTS.

OBJECTIVE X.1 In local decision making, the City shall consider the statement of rights as enumerated in Policy X.1.1, Policy X.1.2, Policy X.1.3, and Policy X.1.4.

Policy X.1.1 In local decision making, the City shall consider the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

Policy X.1.2 In local decision making, the City shall consider the right of a property owner to use, maintain, develop and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

Policy X.1.3 In local decision making, the City shall consider the right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

Policy X.1.4 In local decision making, the City shall consider the right of a property owner to dispose of his or her property through sale or gift.

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. Codifier. All text shown in ~~bold and strike through~~ is to be deleted. All text shown in **bold and underline** is adopted.

Section 6. 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 4th day of October 2021.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present and voting, by the City Council this 6th day of December 2021.

Attest:

CITY COUNCIL
CITY OF LAKE CITY, FLORIDA

Audrey Sikes, City Clerk

Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

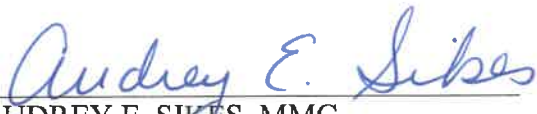
Frederick L. Koberlein Jr., City Attorney

Record of Vote on First Reading

| | For | Against | Absent | Abstain |
|------------------------------------|----------|---------|--------|---------|
| Stephen Witt, Mayor/Council Member | <u>✓</u> | _____ | _____ | _____ |
| 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. 2021-2210 (first reading) - An ordinance of the City Council of the City of Lake City, Florida, amending Article 18 of the Code of Ordinances; providing for amendments to Sections 18-82 and 18-83 of the Code of Ordinances; providing for the enforcement of aviation regulations; providing for codification; providing for severability; providing for conflict. and providing for an effective date.

Adopt City Council Ordinance No. 2021-2210 on first reading

ORDINANCE NO. 2021-2210

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AMENDING ARTICLE 18 OF THE CODE OF ORDINANCES; PROVIDING FOR AMENDMENTS TO SECTIONS 18-82 and 18-83 OF THE CODE OF ORDINANCES; PROVIDING FOR THE ENFORCEMENT OF AVIATION REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Article 18 of the Code of Ordinances of the City of Lake City, Florida (hereinafter the “City”) contains sections related to a board titled the “Board of Adjustment” (hereinafter the “Board”); and

WHEREAS, sections 18-82 and 18-83 were codified through the adoption of the Code of Ordinances during 1968; and

WHEREAS, the city council has adopted section 3.2 of the Land Development Regulations for the City of Lake City, Florida, and said section provides for a Board of Adjustment; and

WHEREAS, certain conflicts between the two (2) aforementioned sources and the verbiage related to the Board of Adjustment; and

WHEREAS, the City Council finds it necessary to alleviate any conflicts and have one Board of Adjustment to enforce the land development regulations and the code; and

WHEREAS, the City Council finds that amending sections 18-82 and 18-83 of the Code of Ordinances is in the best interest of the city.

NOW, THEREFORE, BE IT ENACTED 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. That sections 18-82 and 18-83 of the Code of Ordinances for the City of Lake City, Florida, are hereby amended to read as follows (words underlined are additions; words ~~stricken~~ are deletions):

Sec. 18-82. - Enforcement of article.

(a) It shall be the duty of the building and zoning director of each of the political entities that adopt this article to administer and enforce the regulations prescribed in this article within their respective jurisdictions. Applications for permits and variances shall be made to the building and zoning director in whose jurisdiction the permit or variance is sought upon a form furnished by him. Applications required by this article to be submitted to the building and zoning director shall be promptly considered and granted or denied by him. Application for action by the board of adjustment shall be forthwith transmitted by the building and zoning director.

(b) The Board of Adjustment created pursuant to section 3.2, Land Development Regulations for the City of Lake City, Florida, shall have and exercise the following powers:

(1) Hear and decide appeals from any order, requirement, decisions, or determination made by the building and zoning director in the enforcement of this article.

(2) Hear and decide special exceptions to the terms of this article upon which such board of adjustment under such regulations may be required to pass.

(3) Hear and decide specific variances.

Sec. 18-83. -- Board of adjustment.

~~(a)Creation; powers. There is hereby created a board of adjustment to have and exercise the following powers:(1)Hear and decide appeals from any order, requirement, decisions, or determination made by the building and zoning director in the enforcement of this article.(2)Hear and decide special exceptions to the terms of this article upon which such board of adjustment under such regulations may be required to pass.(3)Hear and decide specific variances.(b)Composition; terms; compensation; chair. The board of adjustment shall consist of five members, two of whom shall be appointed by the city council, and two of whom shall be appointed by the county board of commissioners, and one of whom shall then be appointed by the members thus appointed by the city and the county board of commissioners. Each member shall serve three years and until his successor is duly appointed and qualified, and shall serve without compensation. The board shall elect, from among itself, a chair.(c)Rules; meetings; oaths; hearings; minutes; records. The board of adjustment shall adopt rules for its governance and in harmony with the provisions of this article. Meetings of the board of adjustment shall be held at the call of the chair and at such other times as the board of adjustment may determine. The chair, or in his absence the acting chair, may administer oaths and compel the attendance of witnesses. All hearings of the board of adjustment shall be public. The board of adjustment shall keep minutes of its proceedings showing the vote of each~~

~~member upon each question; or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall immediately be filed in the office of the building and zoning director, and shall be public records.(d)Written findings of fact and conclusions of law. The board of adjustment shall make written findings of fact and conclusions of law giving the facts upon which it acted and its legal conclusions from such facts in reversing, affirming, or modifying any order, requirement, decision, or determination which comes before it under the provisions of this article.(e)Decision by majority vote. The concurring vote of a majority of the members of the board of adjustment shall be sufficient to reverse any order, requirement, decision, or determination of the building and zoning director or directors, or to decide in favor of the applicant on any matter upon which it is required to pass under this article, or to effect any variation in this article.~~

Section 3. It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Lake City, that the sections of the Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 4. If any clause, section, or other part or application of this Ordinance shall be held in any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and shall not affect the validity of the remaining portions or applications which shall remain in full force and effect.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Effective Date. This ordinance shall be effective as of the date of its adoption.

PASSED upon first reading this _____ day of _____ 2021.

NOTICE PUBLISHED on this _____ day of _____ 2021.

PASSED AND ADOPTED on the second and final reading this _____ 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 Resolution No. 2021-174 - A resolution of the City Council of the City of Lake City, Florida authorizing the execution of a Memorandum of Understanding with the Florida Department of Highway Safety and Motor Vehicles; providing for access to the driver and vehicle information database system by the Lake City Police Department; and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2021-174

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES; PROVIDING FOR ACCESS TO THE DRIVER AND VEHICLE INFORMATION DATABASE SYSTEM BY THE LAKE CITY POLICE DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) by and through the Lake City Police Department (hereinafter the “LCPD”), previously entered into a Memorandum of Understanding (hereinafter the “MOU”) with the Florida Department of Highway Safety and Motor Vehicles (hereinafter “FLHSMV”) to provide the LCPD access to the Driver and Vehicle Information Database System (hereinafter the “DAVID System”); and

WHEREAS, the City Council finds it to be in the best interests of the City to renew the MOU with FLHSMV, a copy of which is attached hereto and made a part of this resolution.

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, by and through the LCPD, is hereby authorized to renew the MOU with FLHSMV.

Section 3. The Mayor and Chief of Police are authorized to execute the MOU for and on behalf of the City.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council on the ____ day of December 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

**MEMORANDUM OF UNDERSTANDING
FOR LAW ENFORCEMENT AGENCY ACCESS TO
DRIVER AND VEHICLE INFORMATION DATABASE SYSTEM (DAVID)**

This Memorandum of Understanding (MOU) is made and entered into by and between Lake City Police Department, hereinafter referred to as the Requesting Party, and the Florida Department of Highway Safety and Motor Vehicles, hereinafter referred to as the Providing Agency, collectively referred to as the Parties.

I. Purpose

The Providing Agency is a government entity whose primary duties include issuance of motor vehicle and driver licenses, registration and titling of motor vehicles, and enforcement of all laws governing traffic, travel, and public safety upon Florida's public highways.

In carrying out its statutorily mandated duties and responsibilities, the Providing Agency collects and maintains personal information that identifies individuals. This information is stored in the Department's Driver and Vehicle Information Database system, commonly referred to as "DAVID." Based upon the nature of this information, the Providing Agency is subject to the disclosure prohibitions contained in 18 U.S.C. §2721, the Driver's Privacy Protection Act (hereinafter "DPPA"), Section 119.0712(2), Florida Statutes, and other statutory provisions.

The Requesting Party is a law enforcement agency operating under the laws and authority of the state of Florida. As a law enforcement agency, the Requesting Party may receive personal information from DAVID under the government agency exception provided in DPPA as indicated in Attachment I. The Requesting Party utilizes DAVID information for the purposes of carrying out its statutorily mandated law enforcement and prosecutorial functions.

This MOU is entered into for the purpose of establishing the conditions and limitations under which the Providing Agency agrees to provide electronic access to DAVID information to the Requesting Party. Use of the data by Requesting Party shall only be for a lawful purpose.

II. Definitions

For the purposes of this Agreement, the below-listed terms shall have the following meanings:

- A. DAVID - The Providing Agency's Driver and Vehicle Information Database system that accesses and transmits driver and vehicle information.
- B. Driver License Information - Driver license and identification card data collected and maintained by the Providing Agency. This information includes personal information as defined below.
- C. Emergency Contact Information (ECI) - Information contained in a motor vehicle record listing individuals to be contacted in the event of an emergency. Emergency contact information may be released to law enforcement agencies through the DAVID system for purposes of contacting those listed in the event of an emergency, as noted in Section 119.0712 (2)(d), Florida Statutes.
- D. Driver Privacy Protection Act (DPPA) - The Federal Act (see, 18 United States Code § 2721, et seq.) that prohibits release and use of personal information except as otherwise specifically permitted within the Act.
- E. Government Entity - Any non-law enforcement agency of the state, city or county government and all Federal agencies, which may include Federal law enforcement agencies.
- F. Insurance Record - Insurance information, such as Insurance Company name, policy type, policy status, insurance creation and expiration date provided to the Requesting Party, pursuant to Section 324.242(2), Florida Statutes.

- G. Parties - The Providing Agency and the Requesting Party.
- H. Personal Information – As described in Chapter 119, Florida Statutes, information found in the motor vehicle record, which includes, but is not limited to, the subject's driver identification number, name, address, telephone number, social security number, medical or disability information, and emergency contact information.
- I. Point-of-Contact (POC) - A person(s) appointed by the Requesting Party as the administrator of the DAVID program in their agency.
- J. Providing Agency - The Florida Department of Highway Safety and Motor Vehicles. The Providing Agency is responsible for granting access to DAVID information to the Requesting Party.
- K. Quarterly Quality Control Review Report – Report completed each quarter by the Requesting Party's POC to monitor compliance with the MOU. The following must be included in the Quarterly Quality Control Review Report:
 - 1. A comparison of the DAVID users by agency report with the agency user list;
 - 2. A listing of any new or inactivated users since the last quarterly quality control review; and
 - 3. Documentation verifying that usage has been internally monitored to ensure proper, authorized use and dissemination.
- L. Requesting Party - Any law enforcement agency that is expressly authorized by Section 119.0712(2), Florida Statutes, and DPPA to receive personal information contained in a motor vehicle record maintained by the Providing Agency.
- M. Vehicle Information – Title and registration data collected and maintained by the Providing Agency for vehicles.

III. Legal Authority

The Providing Agency maintains computer databases containing information pertaining to driver's licenses and vehicles pursuant to Chapters 317, 319, 320, 322, 328, and Section 324.242(2), Florida Statutes. The driver license and motor vehicle data contained in the Providing Agency's databases is defined as public record pursuant to Chapter 119, Florida Statutes, and as such, is subject to public disclosure unless otherwise exempted by law.

As the custodian of the state's driver and vehicle records, the Providing Agency is required to provide access to records permitted to be disclosed by law and may do so by remote electronic means pursuant to Sections 119.0712(2), 320.05, 321.23, 322.20, and 324.242(2), Florida Statutes, and applicable rules.

Under this MOU, the Requesting Party will be provided, via remote electronic means, information pertaining to driver licenses and vehicles, including personal information authorized to be released pursuant to Section 119.0712(2), Florida Statutes and DPPA. By executing this MOU, the Requesting Party agrees to maintain the confidential and exempt status of any and all information provided by the Providing Agency pursuant to this agreement and to ensure that any person or entity accessing or utilizing said information shall do so in compliance with Section 119.0712(2), Florida Statutes and DPPA. In addition, the Requesting Party agrees that insurance policy information shall be utilized pursuant to Section 324.242(2), Florida Statutes. Furthermore, the deceased date of an individual shall only be provided to a Requesting Party that meets the qualifications of 15 CFR §1110.102. Disclosure of the deceased date of an individual, which is not in compliance with 15 CFR §1110.102, is punishable under 15 CFR §1110.200. Additionally, because the Social Security Administration does not guarantee the accuracy of the Death Master File (DMF), the Requesting Party is reminded that adverse action should not be taken against any individual without further investigation to verify the death information listed.

This MOU is governed by the laws of the state of Florida and jurisdiction of any dispute arising from this MOU shall be in Leon County, Florida.

IV. Statement of Work

A. The Providing Agency agrees to:

1. Allow the Requesting Party to electronically access DAVID as authorized under this agreement.
2. Provide electronic access pursuant to established roles and times, which shall be uninterrupted except for periods of scheduled maintenance or due to a disruption beyond the Providing Agency's control, or in the event of breach of this MOU by the Requesting Party. Scheduled maintenance will normally occur Sunday mornings between the hours of 6:00 A.M. and 10:00 A.M, EST.
3. Provide an agency contact person for assistance with the implementation and administration of this MOU.

B. The Requesting Party agrees to:

1. Utilize information obtained pursuant to this MOU, including Emergency Contact Information (ECI), only as authorized by law and for the purposes prescribed by law and as further described in this MOU. In the case of ECI, such information shall only be used for the purposes of notifying a person's registered emergency contact in the event of a serious injury, death, or other incapacitation. ECI shall not be released or utilized for any other purpose, including developing leads or for criminal investigative purposes.
2. Retain information obtained from the Providing Agency only if necessary for law enforcement purposes. If retained, information shall be safeguarded in compliance with Section V. Safeguarding Information, subsection C.
3. Ensure that its employees and agents comply with Section V. Safeguarding Information.
4. Refrain from assigning, sub-contracting, or otherwise transferring its rights, duties, or obligations under this MOU, without the prior written consent of the Providing Agency.
5. Not share, provide, or release any DAVID information to any other law enforcement, governmental agency, person, or entity not a party or otherwise subject to the terms and conditions of this MOU.
6. Protect and maintain the confidentiality and security of the data received from the Providing Agency in accordance with this MOU and applicable state and federal law.
7. Defend, hold harmless and indemnify the Providing Agency and its employees or agents from any and all claims, actions, damages, or losses which may be brought or alleged against its employees or agents for the Requesting Party's negligent, improper, or unauthorized access, use, or dissemination of information provided by the Providing Agency, to the extent allowed by law.
8. Immediately inactivate user access/permissions following termination or the determination of negligent, improper, or unauthorized use or dissemination of information and to update user access/permissions upon reassignment of users within five (5) business work days.
9. Complete and maintain Quarterly Quality Control Review Reports as defined in Section II. Definitions, K, and utilizing the form attached as Attachment II.
10. Update any changes to the name of the Requesting Party, its Agency head, its POC, address, telephone number and/or e-mail address in the DAVID system within ten calendar days of occurrence. The Requesting Party is hereby put on notice that failure to timely update this information may adversely affect the time frames for receipt of information from the Providing Agency.

11. Immediately comply with any restriction, limitation, or condition enacted by the Florida Legislature following the date of signature of this MOU, affecting any of the provisions herein stated. The Requesting Party understands and agrees that it is obligated to comply with the applicable provisions of law regarding the subject matter of this Agreement at all times that it is receiving, accessing, or utilizing DAVID information.
12. Cooperate with the Providing Agency in Field Audits conducted pursuant to Section VI. Compliance and Control Measures, subsection B., below.
13. Timely submit the reports and statements required in Section VI. Compliance and Control Measures, below.
14. Access and utilize the deceased date of an individual, or other information from the NTIS Limited Access Death Master File, as defined in 15 CFR §1110.2, in conformity with the following requirements:
 - a) Pursuant to 15 CFR §1110.102, the Requesting Party certifies that its access to DMF information is appropriate because the Requesting Party: (i) has a legitimate fraud prevention interest, or a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty; (ii) has systems, facilities, and procedures in place to safeguard such information, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements reasonably similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986; and (iii) agrees to satisfy such similar requirements.
 - b) Pursuant to 15 CFR §1110.102, the Requesting Party certifies that it will not: (i) disclose DMF information to any person other than a person who meets the requirements of Section IV. Statement of Work, subsection B. paragraph 14 (a), above; (ii) disclose DMF information to any person who uses the information for any purpose other than a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty; (iii) disclose DMF information to any person who further discloses the information to any person other than a person who meets the requirements of subsection IV. B. 14 (a), above; or (iv) use DMF information for any purpose other than a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule, regulation or fiduciary duty.

V. Safeguarding Information

The Parties shall access, disseminate, use and maintain all information received under this MOU in a manner that ensures its confidentiality and proper utilization in accordance with Chapter 119, Florida Statutes, and DPPA. Information obtained under this MOU shall only be disclosed to persons to whom disclosure is authorized under Florida law and federal law.

Any person who willfully and knowingly violates any of the provisions of this section is guilty of a misdemeanor of the first degree punishable as provided in Sections 119.10 and 775.083, Florida Statutes. In addition, any person who willfully and knowingly discloses any information in violation of DPPA may be subject to criminal sanctions and civil liability. Furthermore, failure to comply with 15 CFR §1110.102 pertaining to the deceased date of an individual may result in penalties of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year, pursuant to 15 CFR §1110.200.

The Parties mutually agree to the following:

- A. Information exchanged will not be used for any purposes not specifically authorized by this MOU. Unauthorized use includes, but is not limited to, queries not related to a legitimate business purpose, personal use, or the dissemination, sharing, copying, or passing of this information to unauthorized persons.
- B. The Requesting Party shall not indemnify and shall not be liable to the Providing Agency for any driver

license or motor vehicle information lost, damaged, or destroyed as a result of the electronic exchange of data pursuant to this MOU, except as otherwise provided in Section 768.28, Florida Statutes.

- C. Any and all DAVID-related information provided to the Requesting Party as a result of this MOU, particularly data from the DAVID system, will be stored in a place physically secure from access by unauthorized persons.
- D. The Requesting Party shall comply with Rule 60GG-2, Florida Administrative Code, and with Providing Agency's security policies, and employ adequate security measures to protect Providing Agency's information, applications, data, resources, and services. The applicable Providing Agency's security policies shall be made available to Requesting Party. Additionally, with respect to the deceased date of an individual, the Requesting Party shall have systems, facilities, and procedures in place to safeguard such information, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements reasonably similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986 and agrees to satisfy such similar requirements.
- E. When printed information from DAVID has met record retention, it shall be destroyed by cross-cut shredding or incineration in accordance with Florida law.
- F. The Requesting Party shall maintain a list of all persons authorized within the agency to access DAVID information. The list will not be provided to the Providing Agency but shall be subject to viewing during any field audit conducted by the Providing Agency or in the event of a violation under Section VI. Compliance and Control Measures, subsection D, of this MOU for the purposes of ascertaining whether the person or persons involved have been removed from the list or have otherwise had their DAVID access modified or limited.
- G. Access to DAVID-related information, particularly data from the DAVID System, will be protected in such a way that unauthorized persons cannot view, retrieve, or print the information.
- H. Under this MOU agreement, access to DAVID system shall be provided to users who are direct employees of the Requesting Party and shall not be provided to any non-employee or contractors of the Requesting Party.
- I. By signing this MOU, the Parties, through their signatories, affirm and agree to maintain the confidentiality of the information exchanged through this agreement.

VI. Compliance and Control Measures

- A. **Quarterly Quality Control Review Report** – Must be completed pursuant to Section IV, B(9), utilizing Attachment II, Quarterly Quality Control Review Report, within 10 days after the end of each quarter and maintained for two years. The following must be included in the Quarterly Quality Control Review Report:
 - 1. A comparison of the DAVID users by agency report with the agency user list;
 - 2. A listing of any new or inactivated users since the last quarterly quality control review; and
 - 3. Documentation verifying that usage has been internally monitored to ensure proper, authorized use and dissemination utilizing the auditing features available in DAVID.
- B. **Field Audits** – Field audits shall be conducted by the Providing Agency in order to ensure that MOU requirements concerning internal controls are being met. Field audits shall be conducted on-site by Providing Agency employees, who shall be designated as "Field Liaisons" for the purposes of this MOU. Field Liaisons shall be geographically located throughout the state. The Requesting Party shall cooperate with the Field Liaisons in conducting field audits by granting access to systems and records related to this MOU and assigning appropriate personnel to respond to information requests.

Audits shall be conducted a minimum of once, every two years. Field Liaisons shall contact the POC in order to schedule the audit. At the completion of the audit, the Field Liaison will complete a report and provide a copy to the Requesting Party within ninety (90) days of the audit date. Should the audit report conclude that deficiencies or issues exist in regard to the Requesting Party's internal

controls, or access to or use of DAVID information, Providing Agency reserves the right to take, based upon the nature of the deficiencies/issues found, any or all of the following actions: audit more frequently than once, every two years; and/or suspend or terminate Requesting Party's access to DAVID information until such time as Requesting Party submits proof satisfactory to the Providing Agency that the deficiencies/issues have been corrected.

- C. **Internal Control Attestation** – This MOU is contingent upon the Requesting Party having appropriate internal controls in place at all times that data is being provided/received pursuant to this MOU to ensure that the data is protected from unauthorized access, distribution, use, modification, or disclosure. The Requesting Party must submit an Attestation statement no later than 45 days after receipt of the audit report referenced in Section VI. Compliance and Control Measures, subsection B., above. The Attestation shall indicate that the internal controls over personal data have been reviewed and evaluated in light of the audit findings and are adequate to protect the personal data from unauthorized access, distribution, use, modification, or disclosure. The Attestation shall also certify that any and all deficiencies/issues found during the audit have been corrected and measures enacted to prevent recurrence. The Providing Agency may extend the time for submission of the Attestation upon written request by the Requesting Party. The Attestation must have an original signature of the Chief, Sheriff, or State Attorney, or person designated by Letter of Delegation to execute contracts/agreements on their behalf, and may be sent via U.S. Mail, facsimile transmission, or e-mailed to the Providing Agency's Bureau of Records at the following address:

Department of Highway Safety and Motor Vehicles
Chief, Bureau of Records
2900 Apalachee Parkway, MS89
Tallahassee, Florida 32399-0500
Fax: (850) 617-5168
E-mail: DataListingUnit@flhsmv.gov

- D. **Annual Certification Statement** - The Requesting Party shall submit to the Providing Agency an annual statement indicating that the Requesting Party has evaluated and certifies that it has adequate controls in place to protect the personal data from unauthorized access, distribution, use, modification, or disclosure, and is in full compliance with the requirements of this MOU. The Requesting Party shall submit this statement annually, within 45 days after the anniversary date of this MOU. (NOTE: During any year in which a Field Audit is conducted, submission of the Internal Control Attestation may satisfy the requirement to submit an Annual Certification Statement.) Failure to timely submit the certification statement may result in an immediate field audit and, based upon the findings of the audit, suspension or termination of Requesting Party's access to DAVID information as indicated in Section VI. Compliance and Control Measures, subsection B., above.

In addition, prior to expiration of this MOU, if the Requesting Party intends to enter into a new MOU, a certification statement attesting that appropriate controls remained in place during the final year of the MOU and are currently in place shall be required to be submitted to the Providing Agency prior to issuance of a new MOU.

- E. **Misuse of Personal Information** – The Requesting Party must notify the Providing Agency in writing of any incident where determination is made that personal information has been compromised as a result of unauthorized access, distribution, use, modification, or disclosure, by any means, within 30 days of such determination. The statement must be provided on the Requesting Party's letterhead and include each of the following: a brief summary of the incident; the outcome of the review; the date of the occurrence(s); the number of records compromised; the name or names of personnel responsible; whether disciplinary action or termination was rendered; and whether or not the owners of the compromised records were notified. The statement shall also indicate the steps taken, or to be taken, by the Requesting Agency to ensure that misuse of DAVID data does not continue. This statement shall be mailed to the Bureau Chief of Records at the address indicated in Section VI. Compliance and Control Measures, subsection C., above. (NOTE: If an incident involving breach of personal information did occur and Requesting Party did not notify the owner(s) of the compromised records, the Requesting Party must indicate why notice was not provided, for example "Notice not statutorily required.")

In addition, the Requesting Party shall comply with the applicable provisions of Section 501.171, Florida Statutes, regarding data security and security breaches, and shall strictly comply with the provisions regarding notice provided therein.

VII. Agreement Term

This MOU shall take effect upon the date of last signature by the Parties and shall remain in effect for six (6) years from this date unless sooner terminated or cancelled in accordance with Section IX. Termination. Once executed, this MOU supersedes all previous agreements between the parties regarding the same subject matter.

VIII. Amendments

This MOU incorporates all negotiations, interpretations, and understandings between the Parties regarding the same subject matter and serves as the full and final expression of their agreement. This MOU may be amended by written agreement executed by and between both Parties. Any change, alteration, deletion, or addition to the terms set forth in this MOU, including to any of its attachments, must be by written agreement executed by the Parties in the same manner as this MOU was initially executed. If there are any conflicts in the amendments to this MOU, the last-executed amendment shall prevail. All provisions not in conflict with the amendment(s) shall remain in effect and are to be performed as specified in this MOU.

IX. Termination

- A. This MOU may be unilaterally terminated for cause by either party upon finding that the terms and conditions contained herein have been breached by the other party. Written notice of termination shall be provided to the breaching party; however, prior-written notice is not required, and notice may be provided upon cessation of work under the agreement by the non-breaching party.
- B. In addition, this MOU is subject to unilateral termination by the Providing Agency without notice to the Requesting Party for failure of the Requesting Party to comply with any of the requirements of this MOU, or with any applicable state or federal laws, rules, or regulations, including Section 119.0712(2), Florida Statutes.
- C. This MOU may also be cancelled by either party, without penalty, upon 30 days' advanced written notice to the other party. All obligations of either party under the MOU will remain in full force and effect during the thirty (30) day notice period.

X. Notices

Any notices required to be provided under this MOU may be sent via U.S. Mail, facsimile transmission, or e-mail to the following individuals:

For the Providing Agency:

Chief, Bureau of Records
2900 Apalachee Parkway
Tallahassee, Florida 32399
Fax: (850) 617-5168
E-mail: DataListingUnit@flhsmv.gov

For the Requesting Party:

Agency Point-of-Contact listed on the signature page.

XI. Additional Database Access/Subsequent MOU's

The Parties understand and acknowledge that this MOU entitles the Requesting Party to specific information included within the scope of this agreement. Should the Requesting Party wish to obtain access to other personal information not provided hereunder, the Requesting Party will be required to execute a subsequent MOU with the

Providing Agency specific to the additional information requested. All MOU's granting access to personal information will contain the same clauses as are contained herein regarding audits, report submission, and the submission of Certification and Attestation statements.

The Providing Agency is mindful of the costs that would be incurred if the Requesting Party was required to undergo multiple audits and to submit separate certifications, attestations, and reports for each executed MOU. Accordingly, should the Requesting Party execute any subsequent MOU with the Providing Agency for access to personal information while the instant MOU remains in effect, the Requesting Party may submit a written request, subject to Providing Agency approval, to submit one of each of the following covering all executed MOU's: Quarterly Quality Control Review Report; Certification; and Attestation; and/or to have conducted one comprehensive audit addressing internal controls for all executed MOU's. The Providing Agency shall have the sole discretion to approve or deny such request in whole or in part or to subsequently rescind an approved request based upon the Requesting Party's compliance with this MOU and/or any negative audit findings.

XII. Application of Public Records Law

The parties to this Agreement recognize and acknowledge that any governmental agency having custody of records made or received in connection with the transaction of official business remains responsible for responding to public records requests for those records in accordance with state law (including Chapter 119, Florida Statutes), and that public records that are exempt or confidential from public records disclosure requirements will not be disclosed except as authorized by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATED TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 617-3101, OGCFILING@FLHSMV.GOV, OFFICE OF GENERAL COUNSEL, 2900 APALACHEE PARKWAY, STE. A432, TALLAHASSEE, FL 32399-0504.

XIII. Certification Information

Pursuant to Section IV. Statement of Work, subsection B. paragraph 14(a), above, the Requesting Party certifies that access to DMF information is appropriate based on the following specific purpose (please describe the legitimate purpose):

Law Enforcement Purposes

Please indicate whether the Requesting Party desires to re-disclose the deceased date of any individual to any other person or entity: Yes ☐ No ☒

If the Requesting Party desires to re-disclose the deceased date of any individual to any other person or entity, the Requesting Party agrees that it will not re-disclose the data received from the Providing Agency, but rather, will contact NTIS at <https://classic.ntis.gov/products/ssa-dmf/#> to become a Certified Person, as defined by 15 CFR §1110.2. A Requesting Party who is a Certified Person may only disclose the deceased date of an individual pursuant to the Requesting Party's obligations under 15 CFR §1110.102.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS HEREOF, the Parties hereto, have executed this Agreement by their duly authorized officials on the date(s) indicated below.

REQUESTING PARTY

Lake City Police Department

Agency Name
225 NW Main Boulevard

Street Address
102

Suite
Lake City FL 32055

City State Zip Code

BY:

Signature of Authorized Official
Gerald Butler

Printed/Typed Name
Interim Chief of Police

Title

Date
butlerg@lcfla.com

Official Agency Email Address
(386) 758-5484

Phone Number

Agency Point of Contact:
Greg Burnsed

Printed/Typed Name
burnsedg@lcfla.com

Official Agency Email Address
(386) 758-5422 / Phone Number

N/A / Fax Number

PROVIDING AGENCY:

Florida Department of Highway Safety and Motor
Vehicles
2900 Apalachee Parkway
Tallahassee, Florida 32399

BY:

Signature of Authorized Official

Printed/Typed Name

Title

Date

IMPORTANT NOTICE

On November 1, 2011, the Social Security Administration (SSA) implemented an important change in the Death Master File (DMF) data. NTIS, a cost-recovery government agency, disseminates the Limited Access DMF on behalf of SSA. The Limited Access Death Master File contains data on decedants who died less than 3 years ago.

Please see the Q and A below, provided by SSA (and edited by NTIS to change the tense once the change had been implemented) for an explanation of the change.

Should you have any questions, please email jhounsell@ntis.gov who will forward any questions not answered below to the Social Security Administration for reply.

IMPORTANT NOTICE: Change in Public Death Master File Records

NTIS receives Death Master File (DMF) data from the Social Security Administration (SSA). SSA receives death reports from various sources, including family members, funeral homes, hospitals, and financial institutions.

Q: What change has SSA made to the Public DMF?

A: Effective November 1, 2011, the DMF data that NTIS receives from SSA no longer contains protected state death records. Section 205(r) of the [Social Security] Act prohibits SSA from disclosing the state death records SSA receives through its contracts with the states, except in limited circumstances. (Section 205r link - http://www.ssa.gov/OP_Home/ssact/title02/0205.htm)

Q: How did this change affect the size of the Public DMF?

A: The historical Public DMF contained 89 million records. SSA removed approximately 4.2 million records from this file and adds about 1 million fewer records annually.

**REMINDER:
DMF users should always investigate and verify the death listed before taking any adverse action against any individual."**

ATTACHMENT I

**FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
Request For Access to Driver And Vehicle Information Database System (DAVID)**

The Driver's Privacy Protection Act, 18 United States Code sections 2721 ("DPPA") makes personal information contained in motor vehicle or driver license records confidential and exempt from disclosure. Personal information in a motor vehicle or driver license record includes, but is not limited to, an individual's social security number, driver license or identification number, name, address, and medical or disability information. Personal information does not include information related to driving violations and driver status. Personal information from these records may only be released to individuals or organizations that qualify under one of the exemptions provided in DPPA, which are listed on the back of this form.

I am an authorized representative of an organization requesting personal information for one or more records as described below. I declare that my organization is qualified to obtain personal information under exemption number(s)

1, as listed on page 2 of this form.

I understand that I shall not use or redisclose this personal information except as provided in DPPA and that any use or redisclosure in violation of these laws or statutes may subject me to criminal sanctions and civil liability.

Complete the following for each DPPA exemption being claimed (attach additional page, if necessary):

| DPPA Exemption Claimed: | Description of how Requesting Party qualifies for exemption: | Description of how data will be used: |
|-------------------------|--|---------------------------------------|
| 1 | For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions. | Law Enforcement Purposes |

Obtaining personal information under false pretenses is a state and federal crime. Under penalties of perjury, I declare that I have read the foregoing Request For Access to Driver And Vehicle Information Database System and that I am entitled to receive Exempt Personal Information in A Motor Vehicle/Driver License Record and that the facts stated in it are true and correct.

Signature of Authorized Official

Argatha Gilmore

Printed Name

Date

Interim Chief of Police

Title

Lake City Police Department

Name of Agency/Entity

ATTACHMENT I

Pursuant to section 119.0712(2), F. S., personal information in motor vehicle and driver license records can be released for the following purposes, as outlined in 18 United States Code, section 2721:

Personal information referred to in subsection (a) shall be disclosed for use in connection with matters of motor vehicle or driver safety and theft, motor vehicle emissions, motor vehicle product alterations, recalls, or advisories, performance monitoring of motor vehicles and dealers by motor vehicle manufacturers, and removal of non-owner records from the original owner records of motor vehicle manufacturers to carry out the purposes of Titles I and IV of the Anti Car Theft Act of 1992, the Automobile Information Disclosure Act (15 U.S.C. 1231 et seq.), the Clean Air Act (42 U.S.C. 7401 et seq.), and chapters 301, 305, and 321-331 of Title 49, CFR, and, subject to subsection (a)(2), may be disclosed as follows:

1. For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions.
2. For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts and dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.
3. For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only:
 - a) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
 - b) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
4. For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court.
5. For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.
6. For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating or underwriting.
7. For use in providing notice to the owners of towed or impounded vehicles.
8. For use by any licensed private investigative agency or licensed security service for any purpose permitted in accordance with 18 USC 2721 (b).
9. For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under chapter 313 of Title 49, CFR.
10. For use in connection with the operation of private toll transportation facilities.
11. For any other use in response to requests for individual motor vehicle records if the State has obtained the express consent of the person to whom such personal information pertains.
12. For bulk distribution for surveys, marketing or solicitations if the State has obtained the express consent of the person to whom such personal information pertains.
13. For use by any requester, if the requester demonstrates it has obtained the written consent of the individual to whom the information pertains.
14. For any other use specifically authorized under the law of the State that holds the record, if such use is related to the operation of a motor vehicle or public safety.



QUARTERLY QUALITY CONTROL REVIEW REPORT

Point of Contacts (POC) must do the following to satisfy the MOU Quarterly Quality Control Review:

- Compare the DAVID Users by Agency report with the agency user list.
 - Reconcile any differences to ensure state and agency records are consistent.
- Keep a record of any new or inactivated users since the last Quarterly Quality Control Review.
 - Update any users/user information as needed, document the reason for the change in access, and the date the change is made.
- Monitor usage to ensure proper, authorized use and dissemination.
 - Randomly select a sample of users and run an audit report for a period during the quarter. Look for any misuse, including, but not limited to reason codes, running siblings, spouses, ex-spouses, celebrities, and political figures. Look at the times of day the data was accessed, repeated runs of same record, and unexplained access to the Emergency Contact Information.
 - **Please note:** DHSMV highly recommends the agency audit users as frequently as possible to ensure misuse is not occurring.
- Complete the below report and ensure all actions are documented.

| | |
|--|-------|
| Quarter: | Year: |
| | |
| Total active users in DAVID: | |
| Total active users in agency records: | |
| Users inactivated during quarter: | |
| Users audited during quarter: | |
| Total cases of misuse found: | |
| Total cases of misuse reported to DHSMV: | |

POC Signature

Date

POC Name Printed

File Attachments for Item:

10. City Council Resolution No. 2021-176 - A resolution of the City Council of the City of Lake City, Florida, authorizing Task Assignment Number Five to the Continuing Contract with Mittauer & Associates, Inc., a Florida Corporation; providing for engineering services associated with the permit application renewal for the Kicklighter Wastewater Treatment Facility; providing for a cost not to exceed \$18,592.00; and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2021-176

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING TASK ASSIGNMENT NUMBER FIVE TO THE CONTINUING CONTRACT WITH MITTAUER & ASSOCIATES, INC., A FLORIDA CORPORATION; PROVIDING FOR ENGINEERING SERVICES ASSOCIATED WITH THE PERMIT APPLICATION RENEWAL FOR THE KICKLIGHTER WASTEWATER TREATMENT FACILITY; PROVIDING FOR A COST NOT-TO-EXCEED \$18,592.00; AND PROVIDING FOR AN EFFECTIVE DATE.

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 for 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 Five to its Continuing Contract with Mittauer & Associates for engineering services associated with the permit application renewal to be delivered to the Florida Department of Environmental Protection for the City’s Kicklighter Wastewater Treatment Facility in accordance with the terms and conditions of Task Assignment Number Five, 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 is hereby authorized to enter into Task Assignment Number Five 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 Five 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 Five 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.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council on this ____ day of December 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

**TASK ASSIGNMENT NUMBER FIVE TO THE CONTINUING CONTRACT
BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND MITTAUER &
ASSOCIATES, INC., FOR PROFESSIONAL ENGINEERING SERVICES**

THIS TASK ASSIGNMENT NUMBER FIVE made and entered into this ____ day of December 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 engineering services associated with the permit renewal application to be delivered to the Florida Department of Environmental Protection (hereinafter the "FDEP") for the Kicklighter Wastewater Treatment Facility and desires to enter into this Task Assignment Number Five 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 Five.

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 November 15, 2021, received by the City from the Consultant consisting of a total of two (2) pages and attached hereto as "Exhibit A" and made a part of this Task Assignment.

3. **COMPENSATION TO CONSULTANT**: City shall pay Consultant a fee for each of the five (5) tasks identified in the attached exhibit dated November 15, 2021, received by the City from the Consultant, as each task is completed for a total projected cost not to exceed eighteen thousand five hundred ninety-two dollars and zero cents (\$18,592.00).

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 Five 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 Five 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

580-1 WELLS ROAD
 ORANGE PARK, FL 32073
 PHONE: (904) 278-0030
 FAX: (904) 278-0840
 WWW.MITTAUER.COM

November 15, 2021

VIA EMAIL

Mayor and City Council
 City of Lake City
 205 N. Marion Avenue
 Lake City, FL 32055

RE: Engineering Services Agreement
 Kicklighter WWTF Permit Renewal 2022
 City of Lake City, Florida
 Mittauer & Associates, Inc. Project No. 8904-24-1

Dear Mayor and City Council:

We are pleased to present the following proposal for Engineering Services to prepare the FDEP Permit Application Renewal for the City of Lake City's Kicklighter WWTF, which is due at FDEP no later than January 31, 2022. 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

1. Conduct site visit.
2. Compile and evaluate data from Monthly Operating Reports and site visit.
3. Prepare FDEP Permit Application forms for execution by the City.
4. Prepare Operation and Maintenance Performance Report.
5. Prepare Updated Capacity Analysis Report.

ITEMS FURNISHED BY CLIENT AT NO EXPENSE TO THE ENGINEER

The Client shall provide the following items in a timely fashion and at no expense to the Engineer:

1. Copies of monthly operating reports, previous correspondence with FDEP, and related data. If additional information is required, the Engineer will submit a request specifying what materials are needed to complete the necessary documentation for FDEP.
2. All required laboratory sampling and analysis.
3. All permit processing fees charged by regulatory agencies.

SCHEDULE OF FEES

The Engineer shall be paid the following lump sum amounts for the various items of the Scope of Services:

| | |
|--|-----------------|
| Item No. 1 - Site Visit | \$1,800 |
| Item No. 2 - Data Compilation and Evaluation | \$2,448 |
| Item No. 3 - FDEP Application Forms | \$956 |
| Item No. 4 - O&M Performance Report | \$7,440 |
| Item No. 5 - Capacity Analysis Report | \$5,948 |
| TOTAL ENGINEERING FEE | \$18,592 |

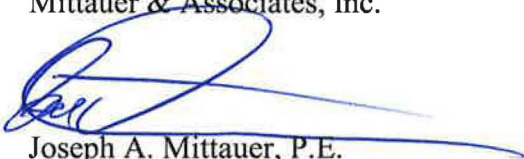
The Engineer shall make himself available to the Client at the Engineer's standard hourly rates for additional services as requested and changes in project scope of work. Items not included within this proposal include, but are not limited to: Agricultural Use Plan, Effluent Analysis Report, or Administrative Orders. We do not anticipate these items will be required for the permit renewal.

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 or VAT taxes, should they be required by law.

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/TPN/pj

Accepted by
City of Lake City, Florida

By: _____

Date: _____

File Attachments for Item:

11. City Council Resolution No. 2021-177 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Three with Passero Associates, LLC, for professional services related to the new City Hall complex and associated buildings; providing for costs for the professional services not-to-exceed \$39,000.00; and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2021-177

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF TASK ASSIGNMENT THREE WITH PASSERO ASSOCIATES, LLC, FOR PROFESSIONAL SERVICES RELATED TO THE NEW CITY HALL COMPLEX AND ASSOCIATED BUILDINGS; PROVIDING FOR COSTS FOR THE PROFESSIONAL SERVICES NOT-TO-EXCEED \$39,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") entered into a Continuing Contract (hereinafter the "Agreement") with Passero Associates, LLC (hereinafter "Passero" or "Consultants"), authorized by City Council Resolution No. 2021-015 for Professional Consulting Services for the construction of a new City Hall Complex (hereinafter the "Project"); and

WHEREAS, the Continuing Contract and associated buildings provides that Passero shall perform services for 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 Three to its Continuing Contract with Passero for services related to the Project, at a cost not to exceed thirty-nine thousand dollars and zero cents (\$39,000.00) in accordance with the terms and conditions of the *Service Order* (hereinafter "Task Assignment Three"), a copy of which is attached hereto as "Exhibit A" and made a part of this resolution, 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 Three with Passero.

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 Three 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 Three 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 Passero to exceed the Agreement pricing. 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 Passero shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions, if any.

[Remainder of this page left blank intentionally.]

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this____day of December 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

AIA[®] Document B221[™] – 2018

Service Order for use with Master Agreement Between Owner and Architect

SERVICE ORDER number 3 made as of the day of in the year

Two thousand twenty-one

(In words, indicate day, month, and year.)

BETWEEN the Owner:

(Name, legal status, address, and other information)

City of Lake City
205 North Marion Avenue
Lake City, FL 32055

Phone: 386-719-5768

and the Architect:

(Name, legal status, address, and other information)

Passero Associates
4730 Casa Cola Way
Suite 200
St. Augustine, FL 32095
904.757.6106

for the following **PROJECT**:

(Name, location, and detailed description)

Project consists of modifications to city owned buildings (millennium bank and girls club) for use as City Hall. Modifications generally consist of interior renovations (addition of new walls for offices, pre-fabricated restroom building, new restroom), refer to attached sketches. The total project budget for modification is less than \$500,000.

THE SERVICE AGREEMENT

This Service Order, together with the Master Agreement between Owner and Architect dated the 16 day of February in the year Two thousand twenty-one

(In words, indicate day, month, and year.)

form a Service Agreement.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services for the Service Order only and is intended to be used with AIA Document B221[™]–2018, Standard Form of Master Agreement Between Owner and Architect

The Owner and Architect agree as follows.
TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 SERVICES UNDER THIS SERVICE ORDER
- 3 COST OF WORK
- 4 COMPENSATION
- 5 INSURANCE
- 6 PARTY REPRESENTATIVES
- 7 ATTACHMENTS AND EXHIBITS

ARTICLE 1 INITIAL INFORMATION

1.1 This Service Order and Service Agreement is based on the Initial Information set forth below.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

(Paragraphs deleted)

§ 1.1.1 The Owner's City Hall Program:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Owners Program documents as listed in Article 7.1.3.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Project consists of modifications to city owned buildings (millennium bank and girls club) for use as City Hall. Modifications generally consist of interior renovations (addition of new walls for offices, pre-fabricated restroom building, new restroom), refer to attached sketches provided by City. The total project budget for modification is less than \$500,000.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Article 3.:

(Provide total and, if known, a line item breakdown.)

City Hall: less than \$500,000(initial budget)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

City Hall Bid Documents – January, 2022 (planned)

- .2 Construction commencement date:

City Hall – March, 2022 (planned)

.3 Substantial Completion date or dates:

City Hall – May/June 2022 (planned)

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid.

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER

§ 2.1 The Architect's Services under this Service Order are described below or in an exhibit to this Service Order, such as a Scope of Architect's Services document.

§ 2.1.1 Basic Services

(Describe below the Basic Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

Refer to attached Fee Schedule and Section 4.1.1.

§ 2.1.2 Additional Services

(Describe below the Additional Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

New service order will be provided for additional services.

ARTICLE 3 COST OF THE WORK

§ 3.1

(Paragraphs deleted)

For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 3.2 The Owner's budget for the Cost of the Work is provided in Initial Information. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 3.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Bridging Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate.

§ 3.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Bridging Contract Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable Bridging Contract Documents market.

§ 3.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 3.6 If the Owner's budget for the Cost of the Work at the conclusion of the Bridging Contract Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;

Init.

- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 3.7 If the Owner chooses to proceed under Section 3.6.4, the Architect shall modify the Bridging Contract Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Bridging Contract Documents Phase Services, or the budget as adjusted under Section 3.6.1. If the Owner requires the Architect to modify the Bridging Contract Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 4; otherwise the Architect's services for modifying the Bridging Contract Documents shall be without additional compensation. In any event, the Architect's modification of the Bridging Contract Documents shall be the limit of the Architect's responsibility under this Article 3.

ARTICLE 4 COMPENSATION

§ 4.1 For Basic Services described under Section 2.1.1, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum

(Paragraphs deleted)

- \$39,000, refer to attached fee schedule

§ 4.2 For Additional Services described under Section 2.1.2 or in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:

(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

New service order will be provided for additional services.

§ 4.3 For Reimbursable Expenses described in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:

(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

N/A

(Paragraph deleted)

ARTICLE 5 INSURANCE

§ 5.1 Insurance shall be in accordance with section 3.3 of the Master Agreement, except as indicated below:

(Insert any insurance requirements that differ from those stated in the Master Agreement, such as coverage types, coverage limits, and durations for professional liability or other coverages.)

Refer to Master Agreement

§ 5.2 In addition to insurance requirements in the Master Agreement, the Architect shall carry the following types of insurance.

(List below any other insurance coverage to be provided by the Architect, not otherwise set forth in the Master Agreement, and any applicable limits.)

Coverage
N/A

Limits
N/A

ARTICLE 6 PARTY REPRESENTATIVES

§ 6.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:

(List name, address, and other information.)

City Manager
City of Lake City
205 N., Marion Avenue
Lake City, FL 32055

§ 6.2 The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:
(List name, address, and other information.)

Passero Associates, LLC
Andrew M. Holesko, CM, MBA
Chief Executive Officer, Sr. Planner
4730 Casa Cola Way
Suite 200
St. Augustine, FL 32095

ARTICLE 7 ATTACHMENTS AND EXHIBITS

§ 7.1 The following attachments and exhibits, if any, are incorporated herein by reference:

- .1 AIA Document, B121™-2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders;
- .2 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

Fee Schedule – Service Order #3
Project Location Sketch – City Hall
Girls Club Concept Plan, dated 11/5/2021
Millennium Bank Concept Plan, dated 11/5/2021

- .3 Other documents:
(List other documents, if any, including additional scopes of service forming part of this Service Order.)

This Service Order entered into as of the day and year first written above.

OWNER (Signature)

Mayor

Attest

City Clerk

City Attorney

ARCHITECT (Signature)

Andrew M. Holesko, CM, MBA
Chief Executive Officer

Additions and Deletions Report for

AIA® Document B221™ – 2018

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:56:03 ET on 11/17/2021.

PAGE 1

SERVICE ORDER number 3 made as of the _____ day of _____ in the year Two thousand twenty-one

...

City of Lake City
205 North Marion Avenue
Lake City, FL 32055

...

Phone: 386-719-5768

...

Passero Associates
4730 Casa Cola Way
Suite 200
St. Augustine, FL 32095
904.757.6106

...

Project consists of modifications to city owned buildings (millennium bank and girls club) for use as City Hall. Modifications generally consist of interior renovations (addition of new walls for offices, pre-fabricated restroom building, new restroom), refer to attached sketches. The total project budget for modification is less than \$500,000.

...

This Service Order, together with the Master Agreement between Owner and Architect dated the 16 day of February in the year Two thousand twenty-one

...

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION COST OF WORK

...

1.1 This Service Order and Service Agreement is based on the Initial Information set forth below.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

~~§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:~~

~~*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget and schedule, anticipated procurement method, Owner's Sustainable Objective, and other information relevant to the Project.)*~~

§ 1.1.1 The Owner's City Hall Program:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Owners Program documents as listed in Article 7.1.3.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Project consists of modifications to city owned buildings (millennium bank and girls club) for use as City Hall. Modifications generally consist of interior renovations (addition of new walls for offices, pre-fabricated restroom building, new restroom), refer to attached sketches provided by City. The total project budget for modification is less than \$500,000.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Article 3.:

(Provide total and, if known, a line item breakdown.)

City Hall: less than \$500,000(initial budget)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

City Hall Bid Documents – January, 2022 (planned)

.2 Construction commencement date:

City Hall – March, 2022 (planned)

.3 Substantial Completion date or dates:

City Hall – May/June 2022 (planned)

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid.

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that ~~such information~~ the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the ~~schedule~~ Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

PAGE 4

Refer to attached Fee Schedule and Section 4.1.1.

...

New service order will be provided for additional services.

ARTICLE 3 — DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

ARTICLE 3 COST OF THE WORK

§ 3.1 Unless otherwise provided in an exhibit to this Service Order, the Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 — Commencement of construction date:

.2 — Substantial Completion date:

For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 3.2 The Owner's budget for the Cost of the Work is provided in Initial Information. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 3.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Bridging Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate.

§ 3.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Bridging Contract Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable Bridging Contract Documents market.

§ 3.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 3.6 If the Owner's budget for the Cost of the Work at the conclusion of the Bridging Contract Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 3.7 If the Owner chooses to proceed under Section 3.6.4, the Architect shall modify the Bridging Contract Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Bridging Contract Documents Phase Services, or the budget as adjusted under Section 3.6.1. If the Owner requires the Architect to modify the Bridging Contract Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the

Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 4; otherwise the Architect's services for modifying the Bridging Contract Documents shall be without additional compensation. In any event, the Architect's modification of the Bridging Contract Documents shall be the limit of the Architect's responsibility under this Article 3.

PAGE 5

.1 Stipulated Sum
——— *(Insert amount)*

.2 Percentage Basis
——— *(Insert percentage value)*

——— () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 4.4.

.3 Other
——— *(Describe the method of compensation)*

- \$39,000, refer to attached fee schedule

...

New service order will be provided for additional services.

...

N/A

§ 4.4 When compensation identified in Section 4.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

...

Refer to Master Agreement

...

N/A

N/A

PAGE 6

City Manager
City of Lake City
205 N., Marion Avenue
Lake City, FL 32055

...

Passero Associates, LLC
Andrew M. Holesko, CM, MBA
Chief Executive Officer, Sr. Planner

4730 Casa Cola Way
Suite 200
St. Augustine, FL 32095

...

Fee Schedule – Service Order #3
Project Location Sketch – City Hall
Girls Club Concept Plan, dated 11/5/2021
Millennium Bank Concept Plan, dated 11/5/2021

...

(List other documents, if any, including additional scopes of service forming part of this Service Order.)

...

OWNER *(Signature)*

Mayor

Attest

ARCHITECT *(Signature)*

Andrew M. Holesko, CM, MBA
Chief Executive Officer

City Clerk

OWNER *(Signature)*

(Printed name and title)

City Attorney

ARCHITECT *(Signature)*

(Printed name, title, and license number, if required)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:56:03 ET on 11/17/2021 under Order No. 7433320074 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B221™ – 2018, Service Order for use with Master Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

File Attachments for Item:

12. City Council Resolution No. 2021-178 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Continuing Contract with Passero Associates, LLC, a Florida Limited Liability Company; providing for engineering and consulting services; providing for severability; providing for conflicts; and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2021-178

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A CONTINUING CONTRACT WITH PASSERO ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY; PROVIDING FOR ENGINEERING AND CONSULTING SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) desires to engage architects, engineers, surveyors and consultants to provide it with professional services with respect to small projects within the City (hereinafter the "City Projects"); and

WHEREAS, the City has followed the selection and negotiating process required by the Florida Consultants Competitive Negotiations Act established by Section 287.055, Florida Statutes (hereinafter the "Act"); and

WHEREAS, pursuant to and in accordance with the provisions of the Act, the City has selected Passero Associates, LLC, a Florida limited liability company, (hereinafter “Passero”) to provide it with engineering and consulting services when and as needed and when requested by the City, for any of the City Projects; and

WHEREAS, the City and Passero desire to enter into a continuing contract, a copy of which is attached hereto (hereinafter the “Continuing Contract”) to establish procedures and provide for general terms and conditions whereby and under which the aforementioned services shall be rendered and performed; and

WHEREAS, the continuing contract is defined in Section 287.055(2)(9), Florida Statutes, and is subject to being terminated as provided for in this agreement; and

WHEREAS, the City Council finds it is in the best interest of the City to execute the Continuing Contract with Passero.

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 made a part of this resolution.

Section 2. The City is hereby authorized to execute the Continuing Contract with Passero for engineering and consulting services.

Section 3. The City Manager and City attorney are authorized to make such reasonable changes and modifications to the Continuing Contract 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 the Continuing Contract 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. Execution by the Mayor and Passero shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

Section 4. Severability. Should any section, subsection, sentence, clause, phrase, or other provision of this resolution be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall

not be so construed as to render invalid or unconstitutional the remaining provisions of this resolution.

Section 5. Conflict. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 6. Effective Date. This resolution shall take effect upon its adoption.

PASSED AND ADOPTED at a meeting of the City Council this _____ day of December 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

**CONTINUING CONTRACT FOR PROFESSIONAL
CONSULTING SERVICES**

THIS CONTRACT made and entered into this ____ day of _____ , 2021, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055, and having a mailing address of 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and Passero Associates, LLC having a mailing address of 4730 Casa Cola Way Suite 200, St. Augustine, Florida 32095 (herein referred to as "Consultant").

WHEREAS, the City desires to engage architects, engineers, surveyors and consultants to provide it with professional services with respect to small projects within the City (hereinafter the "City Projects"); and

WHEREAS, the City has followed the selection and negotiating process required by the Florida Consultants Competitive Negotiations Act established by Section 287.055, Florida Statutes (hereinafter the "Act"); and

WHEREAS, pursuant to and in accordance with the provisions of the Act, the City has selected the Consultant to provide it with engineering and consultant services when and as needed and requested by the City, for any of the City Projects, and desire to enter into this contract (hereinafter the "Continuing Contract" or "Contract") to establish procedures and provide for general terms and conditions whereby and under which such services shall be rendered and performed; and

WHEREAS, it is the intent of the parties that the Consultant shall

perform services with respect to City Projects only when requested to and authorized in writing by City. Each request for such 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 to be negotiated between City and Consultant and be defined by and embodied in a separate supplemental agreement (hereinafter the "Task Assignment") under the Continuing Contract. Each Task Assignment will be sequentially numbered beginning with Task Assignment Number One. Each Task Assignment shall include and shall incorporate in it all of the general provisions of the Continuing Contract, together with such other terms and provisions as may be mutually agreed upon by the parties as to each Task Assignment; and

WHEREAS, this Continuing Contract is a continuing contract as defined in Section 287.055(2)(9), Florida Statutes, for professional services of Consultant to provide and perform professional services to City when and as needed, but is subject to being terminated as provided for in this agreement.

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 Continuing 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, and any official or employee thereof who shall be duly authorized to act on the City's behalf relative to this Contract.

(b) "CONSULTANT" means the individual or firm offering professional services, 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-consultant and sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all Task Assignments thereto.

(c) "PROFESSIONAL SERVICES" means all of the services, work, materials, and all related professional, technical and administrative activities which are necessary to be provided and performed by the Consultant and its employees and any and all sub-consultants and sub-contractors the Consultant may engage to provide, perform and complete the services required pursuant to the covenants, terms and provisions of this Contract and any and all Task Assignments thereto.

(d) "SUB-CONSULTANT" means any individual or firm offering professional services which is engaged by the Consultant or one of its sub-consultants in providing and performing the professional services, work and materials for which the Consultant is contractually obligated,

responsible and liable to provide and perform under this Contract and any and all Task Assignments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatever for any agreement entered into between the Consultant and any sub-consultant or any sub-sub-consultant.

(e) "PARTIES" means the signatories to this Contract.

3. **Engagement of Consultant:** City hereby engages Consultant to provide City with such consulting and engineering services with respect to any City Project, which, from time to time, City may request Consultant to perform.

4. **Consulting Services:** Consultant agrees to and shall render and perform such consulting and engineering services in accordance with the terms and conditions of this Continuing Contract and all Task Assignments, when and as requested by City.

5. **Request for Specific Services:** Consultant shall perform no services for the City until specifically requested to do so by the City. Each request for services to be rendered and performed by Consultant shall be in writing and shall be a separate project with the scope of work requested to be performed and compensation to be paid to Consultant for such separate project to be negotiated and agreed upon between City and Consultant and defined by and embodied in a separate Task Assignment to the Continuing Contract. Each Task Assignment covering each separate project shall include (without the necessity of a specific reference herein) all of the general provisions of this

Continuing Contract, together with such other terms and provisions mutually agreed upon by and between City and Consultant.

6. **Term of Contract:** This Continuing Contract is a continuing contract as defined in Section 287.055(2)(9), Florida Statutes, for professional services of Consultant to provide and perform services to City when and as needed and requested by City, and shall be for a term of three (3) years unless sooner terminated as permitted and authorized herein. By mutual agreement, the Parties may extend this Continuing Contract for an additional two (2) terms each consisting of one (1) year.

7. **Compensation and Method of Payment:** City agrees to pay the Consultant compensation for its services rendered to the City for each specific service requested by City in an amount and method negotiated between City and Consultant, which amount and method may be based on a lump sum, raw hourly rate times a factor, plus reimbursable expenses, stipulated hourly rates, plus reimbursable expenses, cost plus a fixed fee, or any other method as provided for in each Task Assignment. Consultant shall submit bills for fees, services, or expenses in detail sufficient enough for a proper pre-audit and post-audit. The City reserves the right to request additional documentation. City expects to compensate Consultant based upon timely submitted accurate invoices for the work completed. City agrees to pay invoices rendered to City by Consultant for its services within forty-five (45) days, unless there is any dispute with respect to any amount or amounts included in any invoice, in which case the City and Consultant shall resolve

any such dispute in a timely manner so that the proper amount of the invoice can then be promptly paid. A Subcontractor or materialman may not bill the City directly.

8. **Insurance:** Consultant agrees to and shall procure and maintain insurance during the term of this Continuing Contract and any extension or renewal as follows:

- (a) Comprehensive general liability insurance covering as insured the Consultant and City with limits of liability of not less than \$1,000,000.00 for bodily injury or death to any person or persons and for property damage;
- (b) Worker's compensation insurance for the benefit of the employees of Consultant, as required by the laws of the State of Florida;
- (c) Professional liability insurance for "errors and omissions" covering as insured the Consultant with not less than \$1,000,000.00 limit of liability;
- (d) Automobile liability insurance covering as insured the Consultant and City with limits of liability of not less than \$500,000.00 for bodily injury or death per claimant.

Providing and maintaining adequate insurance coverage is a material obligation of the Consultant and is of the essence of the Contract. This Contract does not limit the types of insurance Consultant may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Consultant shall not be interpreted as limiting the Consultant's liability

or obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida. The Consultant shall provide the City with proof of the required insurance. Before commencing any work under this Continuing Contract, or any Task Assignment, Consultant shall furnish to City a certificate or certificates in form satisfactory to City showing that Consultant has complied with the requirements of insurance under this paragraph. 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 Consultant and other employed or utilized by Consultant in the performance of the services.

9. **Indemnity:** Consultant shall 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 Consultant or its agents, employees, or sub-contractors.

The Consultant is not required hereunder to indemnify and hold harmless City, its officers, agents, or employees, or any of them, from liability based upon their own negligence.

The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Continuing Contract.

Notwithstanding any other provisions of this Continuing 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.

10. **Liability:** The Consultant 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 Consultant, or by any sub-consultant or sub-contractor engaged by the Consultant in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all Task Assignments thereto, and for any and all damages, losses, and expenses to the City caused by the Consultant's negligent performance of any of its obligations contained in this Contract and any and all Task Assignments thereto. The Consultant 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 Consultant's errors, omissions, negligence, breaches of contract or delays, or those of any and all sub-consultants and/or sub-contractors engaged by the Consultant during the providing, performing and furnishing of services, work or materials pursuant to this Contract and any

and all Task Assignments thereto.

11. **Licenses:** The Consultant 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 professional services provided and performed by Consultant pursuant to this Continuing Contract and any and all Task Assignments thereto.

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.

12. **Personnel:** The Consultant agrees that when the services to be provided and performed under this Continuing Contract, any Task Assignments, or any Supplement Agreement hereto, relate to professional service which, under the laws of Florida, require a license, certificate of authorization, or other form of legal entitlement to practice such service, that Consultant will employ or retain the services of such qualified persons to render the services to be provided pursuant to this Contract and/or all Task Assignments thereto.

13. **Timely Accomplishment of Services:** The timely and expeditious accomplishment and completion by the Consultant of all

professional services provided pursuant to this Contract and any and all Task Assignments hereto or changes hereto, is of the essence. The Consultant agrees to employ, engage, retain and assign an adequate number of personnel throughout the period of this Contract so that all professional services provided pursuant to this Contract and any and all Task Assignments and changes thereto, will be provided, performed and completed in a diligent, continuous, expeditious and timely manner throughout. In the event of a delay resulting from a cause not within the Consultant's control, the Consultant's time for performance shall be extended for a period equal to the delay.

14. **Standards of Professional Service:** The Consultant agrees to provide and perform the professional services provided pursuant to this Contract and any and all Task Assignments or changes thereto, in accordance with generally accepted standards of professional practice and 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 project and services to be provided and/or performed by Consultant for the City, and by any sub-consultant and/or sub-contractor engaged by the Consultant.

15. **Legal Insertions, Errors. Inconsistencies, or Discrepancies in Continuing Contract:** It is the intent and understanding of the parties to this Continuing Contract and all Task Assignments that each and every provision of law required to be inserted in this Continuing Contract and all Task

Assignments shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted in correct form or substance, then this Continuing Contract shall, upon application of either party, be amended by such assertion so as to comply strictly with the law and without prejudice to the right of either party.

16. **Termination:** Notwithstanding anything herein to the contrary in this Continuing Contract or any Task Assignment hereto to the contrary, City shall have the absolute right and without cause to terminate this Continuing Contract or any Task Assignment at any time the interests of the city require termination. In the event this Contract is terminated, all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for the Consultant under this Contract shall be made available to and for the use of the City.

(a) Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any termination of this Contract by the Consultant. In the event this Contract is terminated, the Consultant shall be reimbursed for services satisfactorily completed subject to any such damages.

(b) If the City determines that the performance of the Consultant, or compliance herewith, is not satisfactory, the City shall have the option of (i) immediately terminating the Contract, or (ii) notifying the Consultant of the deficiency with a requirement that the deficiency be corrected within a

specified time or the Contract will be terminated at the end of such time, or the City will take whatever action is deemed appropriate. If, in the judgment of the City, the Consultant for any reason fails to fulfill in a timely manner all obligations under this Contract, or if the Consultant should violate any of the covenants, agreements or stipulations of this Contract, the City shall have the right to terminate this Contract by giving written notice to the Consultant of the termination and by specifying the effective date.

(c) The Contract may be canceled by the Consultant only by mutual consent of both parties and a written request of this nature must be received by the City sixty (60) days prior to the proposed termination date.

17. **Independent Contractor:** It is understood and agreed that Consultant is an independent contractor with no express or implied authority to act for or to obligate the City, except as specifically provided for in this Basis Contract. The Consultant shall avoid any conduct or communications which may indicate to the contrary and shall be responsible to the City for any damages or injury for such conduct.

18. **Documents:** Original project documents prepared by Consultant under this Continuing Contract and all Task Assignments are, and shall remain, the property of City, and shall be delivered to City upon final completion or termination of the project covered by any specific Task Assignment. Original project documents shall include, but not be limited to,

original mylar drawings; technical specification and contract documents; surveys; survey notes; engineering reports; design notes and planning reports.

All documents including drawings and technical specifications prepared by Consultant pursuant to this Continuing Contract and any specific Task Assignment are instruments of service in respect of the project and City shall have the right to use and reuse all such documents and to furnish others to use or reuse such documents on extensions of the project or any other project without the consent of Consultant. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at city's sole risk and without liability or legal exposure to Consultant.

19. **Approval of Plans and Documents by City Not Deemed Release:** Approval of City of any plans, drawing, documents, specifications, or work prepared or provided by Consultant under this Continuing Contract and any specific Task Assignment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of their designs, working drawings, and specifications or other documents and work; not shall such approval be deemed to be an assumption of such responsibility by City for any defect in the designs, working drawings, and specifications or other documents prepared by Consultant, its employees, agents, sub-contractors or engineers.

20. **Contract Administrator:** Each Task Assignment shall contain the names, addresses, and contact information for a contract administrator for that Task Assignment,

21. **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.

22. **E-VERIFY:** As a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

(a) Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

(b) The City, Contractor, or any subcontractor who has a good

faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

(c) The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

(d) A termination of this Contract under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

(e) Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

23. **Approval by Governmental Agencies:** With respect to certain City Projects, this Continuing Contract and any Task Assignments hereto may be subject to the prior review and approval by the Federal Aviation Administration ("FAA"), Florida Department of Transportation ("FDOT"), Suwannee River Water Management District ("SRWMD"), Florida Department of Environmental Protection ("FDEP"), and other governmental regulatory agency, if required by any federal or state laws, rules, or regulations. The Consultant shall ensure that each Task Assignment shall include and provide any and all provisions and requirements necessary to comply with Federal or State (including sub agencies) laws, rules and regulations.

24. **Controlling Law:** This Continuing Contract and all Task Assignments thereto 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 Consultant arising out of any interpretation or compliance with any of the terms, conditions, and requirements of the Continuing Contract or any Task Assignment thereto, Columbia County, Florida, shall be the proper venue for filing any lawsuit with respect to any such disputes. It is intended and understood that this venue provision shall survive any bankruptcy filing.

25. **Attorneys' Fees and Costs:** In the event of default by either party under the terms of the Continuing Contract or any Task Assignment, the defaulting 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.

26. **Other litigation:** The Consultant 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 Consultant shall notify the City of any legal actions filed against it by a government subdivision or for a breach of a contract of similar size and scope to this Contract within thirty (30) days of the action being filed. Failure to notify the City of a legal action within thirty (30) days of the action shall be grounds for termination or nonrenewal of the Contract.

27. **Grant Funds:** It is anticipated that City may, from time to time, be awarded grants from various sources to pay or partially pay for consulting fees for certain City Projects, as well as providing funds for the cost of any specific City Project. Consultant agrees to and shall abide by and be subject to all requirements, including limitations of its compensation, which may be imposed under any such grant awarded to City. Additionally, the Consultant agrees that the City's payment shall not be due until the City receives the grant money or outside funding.

28. **Non-Exclusive Contract:** The parties hereto agree that this Continuing Contract is non-exclusive and City has the right, in its sole discretion, and at any time can engage other parties to perform services or work of similar nature and to make agreements on any terms whatsoever with said other parties to perform said services if City and Consultant are unable to successfully negotiate the terms, conditions, and compensation for the rendering of services on any specific project.

29. **Successors and Assigns:** Neither City nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Continuing Contract or any specific Task Assignment without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or prevent Consultant from employing such independent professional associates and consultants as Consultant may deem appropriate to assist in the performance of services hereunder. Nothing under this Continuing Contract shall be construed to give any rights or benefits in this Continuing Contract to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to the Continuing Contract will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party. It is understood and agreed that city shall have the

absolute right, at the end of the term of this Continuing Contract to employ other consulting firms after the termination of the. Continuing Contract, using Consultant's documents or any other documents which are prepared by other consulting firms or otherwise.

30. **Special Provisions:** It is further mutually agreed by the parties hereto that Consultant shall proceed to furnish services in any phase of the project under the terms heretofore provided in this Continuing Contract, after Notice to Proceed has been given by City to commence services on any City Project identified in any Task Assignment. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Continuing Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Continuing Contract.

31. **Non-Discrimination:** The Consultant shall comply with Section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances, or licensing requirements shall be grounds for Contract termination or nonrenewal of the Contract. In compliance

with, or in addition to, any requirements of law:

- (a) The Consultant agrees to post in a conspicuous place, available to employees and applicants, notices setting forth the general provisions of the nondiscrimination clause.
- (b) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that the firm is an Equal Opportunity Employer.
- (c) The Consultant shall not allow any of its suppliers, subcontractors, or consultants to discriminate as set forth above. The Consultant shall not allow any person or entity that has been placed on a discriminatory vendor list, promulgated by the State of Florida, to be involved in any manner with the project of this contract.
- (d) The Consultant shall notify the City 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 Contract.

32. **Audits and Examinations:** The City shall have access to any books, documents, papers and records of the Consultant directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The Consultant shall maintain all required records and other records pertinent to this Agreement for five years after the City makes full payment and all other pending matters are closed.

- (a) The Consultant shall permit all persons who are duly authorized by

the City to inspect and copy any records, papers, documents, facilities, goods, and services of the Consultant that are relevant to this Contract, and to interview clients, employees, sub-contractors, and sub-Consultant employees of the Consultant to assure the City of satisfactory performance of the terms and conditions of this Contract. Following such review, the City will deliver to the Consultant a written report of its finding, and may direct the development, by the Consultant, of a corrective action plan if appropriate. This provision will not limit the City's termination rights.

(b) To the extent necessary to verify the Consultant's fees and claims for payment under the Contract, the Consultant's agreements or contracts with Subcontractors, partners or agents of the City, may be inspected by the City upon fifteen (15) days notice, during normal working hours, and in accordance with the Consultant's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the City or its designee to conduct compliance and performance audits on any of the Consultant's contracts relating to this Contract.

33. **Entire Agreement:** Incorporated herein, and part hereof, are the Request for Qualifications upon which this Contract is precipitated together with the Consultant's response. With those incorporations, this Continuing Contract constitutes the entire agreement between City and Consultant and supersedes all prior written or oral understandings. This Continuing

Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

34. **Parties Bound:** This Continuing Contract shall be binding upon and shall inure to the benefit of City and Consultant, their successors and assigns.

35. **Effective and Binding:** This Continuing Contract and any specific Task Assignment 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.

36. **Effective Date:** It is agreed by City and Consultant that the effective date is that date first written above.

[Remainder of page left blank intentionally. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have made and executed
this Continuing Contract as of the day and year first above written.

Signed, sealed and delivered in the
presence of:

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

PASSERO ASSOCIATES, LLC

By: _____
Andrew Holesko, Manager

File Attachments for Item:

13. City Council Resolution No. 2021-179 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Continuing Contract with Gmuer Engineering, LLC, a Florida Limited Liability Company; providing for engineering and consulting services; providing for severability; providing for conflicts; and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2021-179

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A CONTINUING CONTRACT WITH GMUER ENGINEERING, LLC, A FLORIDA LIMITED LIABILITY COMPANY; PROVIDING FOR ENGINEERING AND CONSULTING SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) desires to engage architects, engineers, surveyors and consultants to provide it with professional services with respect to small projects within the City (hereinafter the "City Projects"); and

WHEREAS, the City has followed the selection and negotiating process required by the Florida Consultants Competitive Negotiations Act established by Section 287.055, Florida Statutes (hereinafter the "Act"); and

WHEREAS, pursuant to and in accordance with the provisions of the Act, the City has selected Gmuer Engineering, LLC, a Florida limited liability company, (hereinafter “Gmuer”) to provide it with engineering and consulting services when and as needed and when requested by the City, for any of the City Projects; and

WHEREAS, the City and Gmuer desire to enter into a continuing contract, a copy of which is attached hereto (hereinafter the “Continuing Contract”) to establish procedures and provide for general terms and conditions whereby and under which the aforementioned services shall be rendered and performed; and

WHEREAS, the continuing contract is defined in Section 287.055(2)(9), Florida Statutes, and is subject to being terminated as provided for in this agreement; and

WHEREAS, the City Council finds it is in the best interest of the City to execute the Continuing Contract with Gmuer.

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 made a part of this resolution.

Section 2. The City is hereby authorized to execute the Continuing Contract with Gmuer for engineering and consulting services.

Section 3. The City Manager and City attorney are authorized to make such reasonable changes and modifications to the Continuing Contract 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 the Continuing Contract 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. Execution by the Mayor and Gmuer shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

Section 4. Severability. Should any section, subsection, sentence, clause, phrase, or other provision of this resolution be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall

not be so construed as to render invalid or unconstitutional the remaining provisions of this resolution.

Section 5. Conflict. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 6. Effective Date. This resolution shall take effect upon its adoption.

PASSED AND ADOPTED at a meeting of the City Council this _____ day of December 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

**CONTINUING CONTRACT FOR PROFESSIONAL
CONSULTING SERVICES**

THIS CONTRACT made and entered into this ____ day of _____ , 2021, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055, and having a mailing address of 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and Gmuer Engineering, LLC, having a mailing address of 2603 NW 13th Street, Box 314, Gainesville, Florida 32605 (herein referred to as "Consultant").

WHEREAS, the City desires to engage architects, engineers, surveyors and consultants to provide it with professional services with respect to small projects within the City (hereinafter the "City Projects"); and

WHEREAS, the City has followed the selection and negotiating process required by the Florida Consultants Competitive Negotiations Act established by Section 287.055, Florida Statutes (hereinafter the "Act"); and

WHEREAS, pursuant to and in accordance with the provisions of the Act, the City has selected the Consultant to provide it with engineering and consultant services when and as needed and requested by the City, for any of the City Projects, and desire to enter into this contract (hereinafter the "Continuing Contract" or "Contract") to establish procedures and provide for general terms and conditions whereby and under which such services shall be rendered and performed; and

WHEREAS, it is the intent of the parties that the Consultant shall

perform services with respect to City Projects only when requested to and authorized in writing by City. Each request for such 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 to be negotiated between City and Consultant and be defined by and embodied in a separate supplemental agreement (hereinafter the "Task Assignment") under the Continuing Contract. Each Task Assignment will be sequentially numbered beginning with Task Assignment Number One. Each Task Assignment shall include and shall incorporate in it all of the general provisions of the Continuing Contract, together with such other terms and provisions as may be mutually agreed upon by the parties as to each Task Assignment; and

WHEREAS, this Continuing Contract is a continuing contract as defined in Section 287.055(2)(9), Florida Statutes, for professional services of Consultant to provide and perform professional services to City when and as needed, but is subject to being terminated as provided for in this agreement.

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 Continuing 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, and any official or employee thereof who shall be duly authorized to act on the City's behalf relative to this Contract.

(b) "CONSULTANT" means the individual or firm offering professional services, 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-consultant and sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all Task Assignments thereto.

(c) "PROFESSIONAL SERVICES" means all of the services, work, materials, and all related professional, technical and administrative activities which are necessary to be provided and performed by the Consultant and its employees and any and all sub-consultants and sub-contractors the Consultant may engage to provide, perform and complete the services required pursuant to the covenants, terms and provisions of this Contract and any and all Task Assignments thereto.

(d) "SUB-CONSULTANT" means any individual or firm offering professional services which is engaged by the Consultant or one of its sub-consultants in providing and performing the professional services, work and materials for which the Consultant is contractually obligated,

responsible and liable to provide and perform under this Contract and any and all Task Assignments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatever for any agreement entered into between the Consultant and any sub-consultant or any sub-sub-consultant.

(e) "PARTIES" means the signatories to this Contract.

3. **Engagement of Consultant:** City hereby engages Consultant to provide City with such consulting and engineering services with respect to any City Project, which, from time to time, City may request Consultant to perform.

4. **Consulting Services:** Consultant agrees to and shall render and perform such consulting and engineering services in accordance with the terms and conditions of this Continuing Contract and all Task Assignments, when and as requested by City.

5. **Request for Specific Services:** Consultant shall perform no services for the City until specifically requested to do so by the City. Each request for services to be rendered and performed by Consultant shall be in writing and shall be a separate project with the scope of work requested to be performed and compensation to be paid to Consultant for such separate project to be negotiated and agreed upon between City and Consultant and defined by and embodied in a separate Task Assignment to the Continuing Contract. Each Task Assignment covering each separate project shall include (without the necessity of a specific reference herein) all of the general provisions of this

Continuing Contract, together with such other terms and provisions mutually agreed upon by and between City and Consultant.

6. **Term of Contract:** This Continuing Contract is a continuing contract as defined in Section 287.055(2)(9), Florida Statutes, for professional services of Consultant to provide and perform services to City when and as needed and requested by City, and shall be for a term of three (3) years unless sooner terminated as permitted and authorized herein. By mutual agreement, the Parties may extend this Continuing Contract for an additional two (2) terms each consisting of one (1) year.

7. **Compensation and Method of Payment:** City agrees to pay the Consultant compensation for its services rendered to the City for each specific service requested by City in an amount and method negotiated between City and Consultant, which amount and method may be based on a lump sum, raw hourly rate times a factor, plus reimbursable expenses, stipulated hourly rates, plus reimbursable expenses, cost plus a fixed fee, or any other method as provided for in each Task Assignment. Consultant shall submit bills for fees, services, or expenses in detail sufficient enough for a proper pre-audit and post-audit. The City reserves the right to request additional documentation. City expects to compensate Consultant based upon timely submitted accurate invoices for the work completed. City agrees to pay invoices rendered to City by Consultant for its services within forty-five (45) days, unless there is any dispute with respect to any amount or amounts included in any invoice, in which case the City and Consultant shall resolve

any such dispute in a timely manner so that the proper amount of the invoice can then be promptly paid. A Subcontractor or materialman may not bill the City directly.

8. **Insurance:** Consultant agrees to and shall procure and maintain insurance during the term of this Continuing Contract and any extension or renewal as follows:

- (a) Comprehensive general liability insurance covering as insured the Consultant and City with limits of liability of not less than \$1,000,000.00 for bodily injury or death to any person or persons and for property damage;
- (b) Worker's compensation insurance for the benefit of the employees of Consultant, as required by the laws of the State of Florida;
- (c) Professional liability insurance for "errors and omissions" covering as insured the Consultant with not less than \$1,000,000.00 limit of liability;
- (d) Automobile liability insurance covering as insured the Consultant and City with limits of liability of not less than \$500,000.00 for bodily injury or death per claimant.

Providing and maintaining adequate insurance coverage is a material obligation of the Consultant and is of the essence of the Contract. This Contract does not limit the types of insurance Consultant may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Consultant shall not be interpreted as limiting the Consultant's liability

or obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida. The Consultant shall provide the City with proof of the required insurance. Before commencing any work under this Continuing Contract, or any Task Assignment, Consultant shall furnish to City a certificate or certificates in form satisfactory to City showing that Consultant has complied with the requirements of insurance under this paragraph. 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 Consultant and other employed or utilized by Consultant in the performance of the services.

9. **Indemnity:** Consultant shall 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 Consultant or its agents, employees, or sub-contractors.

The Consultant is not required hereunder to indemnify and hold harmless City, its officers, agents, or employees, or any of them, from liability based upon their own negligence.

The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Continuing Contract.

Notwithstanding any other provisions of this Continuing 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.

10. **Liability:** The Consultant 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 Consultant, or by any sub-consultant or sub-contractor engaged by the Consultant in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all Task Assignments thereto, and for any and all damages, losses, and expenses to the City caused by the Consultant's negligent performance of any of its obligations contained in this Contract and any and all Task Assignments thereto. The Consultant 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 Consultant's errors, omissions, negligence, breaches of contract or delays, or those of any and all sub-consultants and/or sub-contractors engaged by the Consultant during the providing, performing and furnishing of services, work or materials pursuant to this Contract and any

and all Task Assignments thereto.

11. **Licenses:** The Consultant 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 professional services provided and performed by Consultant pursuant to this Continuing Contract and any and all Task Assignments thereto.

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.

12. **Personnel:** The Consultant agrees that when the services to be provided and performed under this Continuing Contract, any Task Assignments, or any Supplement Agreement hereto, relate to professional service which, under the laws of Florida, require a license, certificate of authorization, or other form of legal entitlement to practice such service, that Consultant will employ or retain the services of such qualified persons to render the services to be provided pursuant to this Contract and/or all Task Assignments thereto.

13. **Timely Accomplishment of Services:** The timely and expeditious accomplishment and completion by the Consultant of all

professional services provided pursuant to this Contract and any and all Task Assignments hereto or changes hereto, is of the essence. The Consultant agrees to employ, engage, retain and assign an adequate number of personnel throughout the period of this Contract so that all professional services provided pursuant to this Contract and any and all Task Assignments and changes thereto, will be provided, performed and completed in a diligent, continuous, expeditious and timely manner throughout. In the event of a delay resulting from a cause not within the Consultant's control, the Consultant's time for performance shall be extended for a period equal to the delay.

14. **Standards of Professional Service:** The Consultant agrees to provide and perform the professional services provided pursuant to this Contract and any and all Task Assignments or changes thereto, in accordance with generally accepted standards of professional practice and 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 project and services to be provided and performed by Consultant for the City, and by any sub-consultant or sub-contractor engaged by the Consultant.

15. **Legal Insertions, Errors. Inconsistencies, or Discrepancies in Continuing Contract:** It is the intent and understanding of the parties to this Continuing Contract and all Task Assignments that each and every provision of law required to be inserted in this Continuing Contract and all Task

Assignments shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted in correct form or substance, then this Continuing Contract shall, upon application of either party, be amended by such assertion so as to comply strictly with the law and without prejudice to the right of either party.

16. **Termination:** Notwithstanding anything herein to the contrary in this Continuing Contract or any Task Assignment hereto to the contrary, City shall have the absolute right and without cause to terminate this Continuing Contract or any Task Assignment at any time the interests of the city require termination. In the event this Contract is terminated, all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for the Consultant under this Contract shall be made available to and for the use of the City.

(a) Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any termination of this Contract by the Consultant. In the event this Contract is terminated, the Consultant shall be reimbursed for services satisfactorily completed subject to any such damages.

(b) If the City determines that the performance of the Consultant, or compliance herewith, is not satisfactory, the City shall have the option of (i) immediately terminating the Contract, or (ii) notifying the Consultant of the deficiency with a requirement that the deficiency be corrected within a

specified time or the Contract will be terminated at the end of such time, or the City will take whatever action is deemed appropriate. If, in the judgment of the City, the Consultant for any reason fails to fulfill in a timely manner all obligations under this Contract, or if the Consultant should violate any of the covenants, agreements or stipulations of this Contract, the City shall have the right to terminate this Contract by giving written notice to the Consultant of the termination and by specifying the effective date.

(c) The Contract may be canceled by the Consultant only by mutual consent of both parties and a written request of this nature must be received by the City sixty (60) days prior to the proposed termination date.

17. **Independent Contractor:** It is understood and agreed that Consultant is an independent contractor with no express or implied authority to act for or to obligate the City, except as specifically provided for in this Basis Contract. The Consultant shall avoid any conduct or communications which may indicate to the contrary and shall be responsible to the City for any damages or injury for such conduct.

18. **Documents:** Original project documents prepared by Consultant under this Continuing Contract and all Task Assignments are, and shall remain, the property of City, and shall be delivered to City upon final completion or termination of the project covered by any specific Task Assignment. Original project documents shall include, but not be limited to,

original mylar drawings; technical specification and contract documents; surveys; survey notes; engineering reports; design notes and planning reports.

All documents including drawings and technical specifications prepared by Consultant pursuant to this Continuing Contract and any specific Task Assignment are instruments of service in respect of the project and City shall have the right to use and reuse all such documents and to furnish others to use or reuse such documents on extensions of the project or any other project without the consent of Consultant. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at city's sole risk and without liability or legal exposure to Consultant.

19. **Approval of Plans and Documents by City Not Deemed Release:** Approval of City of any plans, drawing, documents, specifications, or work prepared or provided by Consultant under this Continuing Contract and any specific Task Assignment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of their designs, working drawings, and specifications or other documents and work; not shall such approval be deemed to be an assumption of such responsibility by City for any defect in the designs, working drawings, and specifications or other documents prepared by Consultant, its employees, agents, sub-contractors or engineers.

20. **Contract Administrator:** Each Task Assignment shall contain the names, addresses, and contact information for a contract administrator for that Task Assignment,

21. **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.

22. **E-VERIFY:** As a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

(a) Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

(b) The City, Contractor, or any subcontractor who has a good

faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

(c) The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

(d) A termination of this Contract under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

(e) Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

23. **Approval by Governmental Agencies:** With respect to certain City Projects, this Continuing Contract and any Task Assignments hereto may be subject to the prior review and approval by the Federal Aviation Administration ("FAA"), Florida Department of Transportation ("FDOT"), Suwannee River Water Management District ("SRWMD"), Florida Department of Environmental Protection ("FDEP"), and other governmental regulatory agency, if required by any federal or state laws, rules, or regulations. The Consultant shall ensure that each Task Assignment shall include and provide any and all provisions and requirements necessary to comply with Federal or State (including sub agencies) laws, rules and regulations.

24. **Controlling Law:** This Continuing Contract and all Task Assignments thereto 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 Consultant arising out of any interpretation or compliance with any of the terms, conditions, and requirements of the Continuing Contract or any Task Assignment thereto, Columbia County, Florida, shall be the proper venue for filing any lawsuit with respect to any such disputes. It is intended and understood that this venue provision shall survive any bankruptcy filing.

25. **Attorneys' Fees and Costs:** In the event of default by either party under the terms of the Continuing Contract or any Task Assignment, the defaulting 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.

26. **Other litigation:** The Consultant 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 Consultant shall notify the City of any legal actions filed against it by a government subdivision or for a breach of a contract of similar size and scope to this Contract within thirty (30) days of the action being filed. Failure to notify the City of a legal action within thirty (30) days of the action shall be grounds for termination or nonrenewal of the Contract.

27. **Grant Funds:** It is anticipated that City may, from time to time, be awarded grants from various sources to pay or partially pay for consulting fees for certain City Projects, as well as providing funds for the cost of any specific City Project. Consultant agrees to and shall abide by and be subject to all requirements, including limitations of its compensation, which may be imposed under any such grant awarded to City. Additionally, the Consultant agrees that the City's payment shall not be due until the City receives the grant money or outside funding.

28. **Non-Exclusive Contract:** The parties hereto agree that this Continuing Contract is non-exclusive and City has the right, in its sole discretion, and at any time can engage other parties to perform services or work of similar nature and to make agreements on any terms whatsoever with said other parties to perform said services if City and Consultant are unable to successfully negotiate the terms, conditions, and compensation for the rendering of services on any specific project.

29. **Successors and Assigns:** Neither City nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Continuing Contract or any specific Task Assignment without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or prevent Consultant from employing such independent professional associates and consultants as Consultant may deem appropriate to assist in the performance of services hereunder. Nothing under this Continuing Contract shall be construed to give any rights or benefits in this Continuing Contract to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to the Continuing Contract will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party. It is understood and agreed that city shall have the

absolute right, at the end of the term of this Continuing Contract to employ other consulting firms after the termination of the. Continuing Contract, using Consultant's documents or any other documents which are prepared by other consulting firms or otherwise.

30. **Special Provisions:** It is further mutually agreed by the parties hereto that Consultant shall proceed to furnish services in any phase of the project under the terms heretofore provided in this Continuing Contract, after Notice to Proceed has been given by City to commence services on any City Project identified in any Task Assignment. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Continuing Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Continuing Contract.

31. **Non-Discrimination:** The Consultant shall comply with Section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances, or licensing requirements shall be grounds for Contract termination or nonrenewal of the Contract. In compliance

with, or in addition to, any requirements of law:

- (a) The Consultant agrees to post in a conspicuous place, available to employees and applicants, notices setting forth the general provisions of the nondiscrimination clause.
- (b) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that the firm is an Equal Opportunity Employer.
- (c) The Consultant shall not allow any of its suppliers, subcontractors, or consultants to discriminate as set forth above. The Consultant shall not allow any person or entity that has been placed on a discriminatory vendor list, promulgated by the State of Florida, to be involved in any manner with the project of this contract.
- (d) The Consultant shall notify the City 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 Contract.

32. **Audits and Examinations:** The City shall have access to any books, documents, papers and records of the Consultant directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The Consultant shall maintain all required records and other records pertinent to this Agreement for five (5) years after the City makes full payment and all other pending matters are closed.

- (a) The Consultant shall permit all persons who are duly authorized by

the City to inspect and copy any records, papers, documents, facilities, goods, and services of the Consultant that are relevant to this Contract, and to interview clients, employees, sub-contractors, and sub-Consultant employees of the Consultant to assure the City of satisfactory performance of the terms and conditions of this Contract. Following such review, the City will deliver to the Consultant a written report of its finding, and may direct the development, by the Consultant, of a corrective action plan if appropriate. This provision will not limit the City's termination rights.

(b) To the extent necessary to verify the Consultant's fees and claims for payment under the Contract, the Consultant's agreements or contracts with Subcontractors, partners or agents of the City, may be inspected by the City upon fifteen (15) days notice, during normal working hours, and in accordance with the Consultant's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the City or its designee to conduct compliance and performance audits on any of the Consultant's contracts relating to this Contract.

33. **Entire Agreement:** Incorporated herein, and part hereof, are the Request for Qualifications upon which this Contract is precipitated together with the Consultant's response. With those incorporations, this Continuing Contract constitutes the entire agreement between City and Consultant and supersedes all prior written or oral understandings. This Continuing

Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

34. **Parties Bound:** This Continuing Contract shall be binding upon and shall inure to the benefit of City and Consultant, their successors and assigns.

35. **Effective and Binding:** This Continuing Contract and any specific Task Assignment 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.

36. **Effective Date:** It is agreed by City and Consultant that the effective date is that date first written above.

[Remainder of page left blank intentionally. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have made and executed
this Continuing Contract as of the day and year first above written.

Signed, sealed and delivered in the
presence of:

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

GMUER ENGINEERING, LLC

By: _____
Christopher Gmuer,
Authorized Member

File Attachments for Item:

14. City Council Resolution No. 2021-180 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Continuing Contract with Wetland Solutions, Inc, a Florida Limited Liability Company; providing for engineering and consulting services; providing for severability; providing for conflicts; and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2021-180

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A CONTINUING CONTRACT WITH WETLAND SOLUTIONS, INC., A FLORIDA CORPORATION; PROVIDING FOR ENGINEERING AND CONSULTING SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) desires to engage architects, engineers, surveyors and consultants to provide it with professional services with respect to small projects within the City (hereinafter the "City Projects"); and

WHEREAS, the City has followed the selection and negotiating process required by the Florida Consultants Competitive Negotiations Act established by Section 287.055, Florida Statutes (hereinafter the "Act"); and

WHEREAS, pursuant to and in accordance with the provisions of the Act, the City has selected Wetland Solutions, Inc., a Florida corporation, (hereinafter “Wetland Solutions”) to provide it with engineering and consulting services when and as needed and when requested by the City, for any of the City Projects; and

WHEREAS, the City and Wetland Solutions desire to enter into a continuing contract, a copy of which is attached hereto (hereinafter the “Continuing Contract”) to establish procedures and provide for general terms and conditions whereby and under which the aforementioned services shall be rendered and performed; and

WHEREAS, the continuing contract is defined in Section 287.055(2)(9), Florida Statutes, and is subject to being terminated as provided for in this agreement; and

WHEREAS, the City Council finds it is in the best interest of the City to execute the Continuing Contract with Wetland Solutions.

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 made a part of this resolution.

Section 2. The City is hereby authorized to execute the Continuing Contract with Wetland Solutions for engineering and consulting services.

Section 3. The City Manager and City attorney are authorized to make such reasonable changes and modifications to the Continuing Contract 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 the Continuing Contract 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. Execution by the Mayor and Wetland Solutions shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

Section 4. Severability. Should any section, subsection, sentence, clause, phrase, or other provision of this resolution be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall

not be so construed as to render invalid or unconstitutional the remaining provisions of this resolution.

Section 5. Conflict. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 6. Effective Date. This resolution shall take effect upon its adoption.

PASSED AND ADOPTED at a meeting of the City Council this _____ day of December 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

**CONTINUING CONTRACT FOR PROFESSIONAL
CONSULTING SERVICES**

THIS CONTRACT made and entered into this ____ day of _____, 2021, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055, and whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and Wetland Solutions, Inc., whose mailing address is 5302 NW 156th Avenue, Gainesville, Florida 32653 (herein referred to as "Consultant").

WHEREAS, the City desires to engage architects, engineers, surveyors and consultants to provide it with professional services with respect to small projects within the City (hereinafter the "City Projects"); and

WHEREAS, the City has followed the selection and negotiating process required by the Florida Consultants Competitive Negotiations Act established by Section 287.055, Florida Statutes (hereinafter the "Act"); and

WHEREAS, pursuant to and in accordance with the provisions of the Act, the City has selected the Consultant to provide it with engineering and consultant services when and as needed and requested by the City, for any of the City Projects, and desire to enter into this contract (hereinafter the "Continuing Contract" or "Contract") to establish procedures and provide for general terms and conditions whereby and under which such services shall be rendered and performed; and

WHEREAS, it is the intent of the parties that the Consultant shall perform services with respect to City Projects only when requested to and authorized in writing by City. Each request for such 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 to be negotiated between City and Consultant and be defined by and embodied in a separate supplemental agreement (hereinafter the "Task Assignment") under the Continuing Contract. Each Task Assignment will be sequentially numbered beginning with Task Assignment Number One. Each Task Assignment shall include and shall incorporate in it all of the general provisions of the Continuing Contract, together with such other terms and provisions as may be mutually agreed upon by the parties as to each Task Assignment; and

WHEREAS, this Continuing Contract is a continuing contract as defined in Section 287.055(2)(9), Florida Statutes, for professional services of Consultant to provide and perform professional services to City when and as needed, but is subject to being terminated as provided for in this agreement.

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 Continuing 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, and any official or employee thereof who shall be duly authorized to act on the City's behalf relative to this Contract.

(b) "CONSULTANT" means the individual or firm offering professional services, 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-consultant and sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all Task Assignments thereto.

(c) "PROFESSIONAL SERVICES" means all of the services, work, materials, and all related professional, technical and administrative activities which are necessary to be provided and performed by the Consultant and its employees and any and all sub-consultants and sub-contractors the Consultant may engage to provide, perform and complete the services required pursuant to the covenants, terms and provisions of this Contract and any and all Task Assignments thereto.

(d) "SUB-CONSULTANT" means any individual or firm offering professional services which is engaged by the Consultant or one of its sub-consultants in providing and performing the professional services, work and materials for which the Consultant is contractually obligated, responsible and liable to provide and perform under this Contract and any and all Task Assignments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatever for any agreement entered into between the Consultant and any sub-consultant or any sub-sub-consultant.

(e) "PARTIES" means the signatories to this Contract.

3. **Engagement of Consultant:** City hereby engages Consultant to provide City with such consulting and engineering services with respect to any City Project, which, from time to time, City may request Consultant to perform.

4. **Consulting Services:** Consultant agrees to and shall render and perform such consulting and engineering services in accordance with the terms and conditions of this Continuing Contract and all Task Assignments, when and as requested by City.

5. **Request for Specific Services:** Consultant shall perform no services for the City until specifically requested to do so by the City. Each request for services to be rendered and performed by Consultant shall be in writing and shall be a separate project with the scope of work requested to be performed and compensation to be paid to Consultant for such separate project to be negotiated and agreed upon between City and Consultant and defined by and embodied in a separate Task Assignment to the Continuing Contract. Each Task Assignment covering each separate project shall include (without the necessity of a specific reference herein) all of the general provisions of this Continuing Contract, together with such other terms and provisions mutually agreed upon by and between City and Consultant.

6. **Term of Contract:** This Continuing Contract is a continuing contract as defined in Section 287.055(2)(9), Florida Statutes, for professional services of Consultant to provide and perform services to City when and as needed and requested by City, and shall be for a term of three (3) years unless sooner terminated as permitted and authorized herein. By mutual agreement, the Parties may extend this Continuing Contract for an additional two (2) terms each consisting of

one (1) year.

7. **Compensation and Method of Payment:** City agrees to pay the Consultant compensation for its services rendered to the City for each specific service requested by City in an amount and method negotiated between City and Consultant, which amount and method may be based on a lump sum, raw hourly rate times a factor, plus reimbursable expenses, stipulated hourly rates, plus reimbursable expenses, cost plus a fixed fee, or any other method as provided for in each Task Assignment. Consultant shall submit bills for fees, services, or expenses in detail sufficient enough for a proper pre-audit and post-audit. The City reserves the right to request additional documentation. City expects to compensate Consultant based upon timely submitted accurate invoices for the work completed. City agrees to pay invoices rendered to City by Consultant for its services within forty-five (45) days, unless there is any dispute with respect to any amount or amounts included in any invoice, in which case the City and Consultant shall resolve any such dispute in a timely manner so that the proper amount of the invoice can then be promptly paid. A Subcontractor or materialman may not bill the City directly.

8. **Insurance:** Consultant agrees to and shall procure and maintain insurance during the term of this Continuing Contract and any extension or renewal as follows:

- (a) Comprehensive general liability insurance covering as insured the Consultant and City with limits of liability of not less than \$1,000,000.00 for bodily injury or death to any person or persons and for property damage;

- (b) Worker's compensation insurance for the benefit of the employees of Consultant, as required by the laws of the State of Florida;
- (c) Professional liability insurance for "errors and omissions" covering as insured the Consultant with not less than \$1,000,000.00 limit of liability;
- (d) Automobile liability insurance covering as insured the Consultant and City with limits of liability of not less than \$500,000.00 for bodily injury or death per claimant.

Providing and maintaining adequate insurance coverage is a material obligation of the Consultant and is of the essence of the Contract. This Contract does not limit the types of insurance Consultant may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Consultant shall not be interpreted as limiting the Consultant's liability or obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida. The Consultant shall provide the City with proof of the required insurance. Before commencing any work under this Continuing Contract, or any Task Assignment, Consultant shall furnish to City a certificate or certificates in form satisfactory to City showing that Consultant has complied with the requirements of insurance under this paragraph. 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 Consultant and other employed or utilized by Consultant in the performance of the

services.

9. **Indemnity:** Consultant shall 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 Consultant or its agents, employees, or sub-contractors.

The Consultant is not required hereunder to indemnify and hold harmless City, its officers, agents, or employees, or any of them, from liability based upon their own negligence.

The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Continuing Contract.

Notwithstanding any other provisions of this Continuing 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.

10. **Liability:** The Consultant 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 Consultant, or by any sub-consultant or sub-contractor engaged by the Consultant in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all Task Assignments thereto, and for any and all damages, losses, and expenses to the City caused by the Consultant's negligent performance of any of its obligations

contained in this Contract and any and all Task Assignments thereto. The Consultant 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 Consultant's errors, omissions, negligence, breaches of contract or delays, or those of any and all sub-consultants and/or sub-contractors engaged by the Consultant during the providing, performing and furnishing of services, work or materials pursuant to this Contract and any and all Task Assignments thereto.

11. **Licenses:** The Consultant 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 professional services provided and performed by Consultant pursuant to this Continuing Contract and any and all Task Assignments thereto.

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.

12. **Personnel:** The Consultant agrees that when the services to be provided and performed under this Continuing Contract, any Task Assignments, or any

Supplement Agreement hereto, relate to professional service which, under the laws of Florida, require a license, certificate of authorization, or other form of legal entitlement to practice such service, that Consultant will employ or retain the services of such qualified persons to render the services to be provided pursuant to this Contract and/or all Task Assignments thereto.

13. **Timely Accomplishment of Services:** The timely and expeditious accomplishment and completion by the Consultant of all professional services provided pursuant to this Contract and any and all Task Assignments hereto or changes hereto, is of the essence. The Consultant agrees to employ, engage, retain and assign an adequate number of personnel throughout the period of this Contract so that all professional services provided pursuant to this Contract and any and all Task Assignments and changes thereto, will be provided, performed and completed in a diligent, continuous, expeditious and timely manner throughout. In the event of a delay resulting from a cause not within the Consultant's control, the Consultant's time for performance shall be extended for a period equal to the delay.

14. **Standards of Professional Service:** The Consultant agrees to provide and perform the professional services provided pursuant to this Contract and any and all Task Assignments or changes thereto, in accordance with generally accepted standards of professional practice and 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 project and services to be provided and performed by Consultant for the City, and by any sub-consultant or sub-contractor engaged by the Consultant.

15. **Legal Insertions, Errors, Inconsistencies, or Discrepancies in**

Continuing Contract: It is the intent and understanding of the parties to this Continuing Contract and all Task Assignments that each and every provision of law required to be inserted in this Continuing Contract and all Task Assignments shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted in correct form or substance, then this Continuing Contract shall, upon application of either party, be amended by such assertion so as to comply strictly with the law and without prejudice to the right of either party.

16. **Termination:** Notwithstanding anything herein to the contrary in this Continuing Contract or any Task Assignment hereto to the contrary, City shall have the absolute right and without cause to terminate this Continuing Contract or any Task Assignment at any time the interests of the city require termination. In the event this Contract is terminated, all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for the Consultant under this Contract shall be made available to and for the use of the City.

(a) Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any termination of this Contract by the Consultant. In the event this Contract is terminated, the Consultant shall be reimbursed for services satisfactorily completed subject to any such damages.

(b) If the City determines that the performance of the Consultant, or compliance herewith, is not satisfactory, the City shall have the option of (a)

immediately terminating the Contract, or (b) notifying the Consultant of the deficiency with a requirement that the deficiency be corrected within a specified time or the Contract will be terminated at the end of such time, or the City will take whatever action is deemed appropriate. If, in the judgment of the City, the Consultant for any reason fails to fulfill in a timely manner all obligations under this Contract, or if the Consultant should violate any of the covenants, agreements or stipulations of this Contract, the City shall have the right to terminate this Contract by giving written notice to the Consultant of the termination and by specifying the effective date.

(c) The Contract may be canceled by the Consultant only by mutual consent of both parties and a written request of this nature must be received by the City sixty (60) days prior to the proposed termination date.

17. **Independent Contractor:** It is understood and agreed that Consultant is an independent contractor with no express or implied authority to act for or to obligate the City, except as specifically provided for in this Basis Contract. The Consultant shall avoid any conduct or communications which may indicate to the contrary and shall be responsible to the City for any damages or injury for such conduct.

18. **Documents:** Original project documents prepared by Consultant under this Continuing Contract and all Task Assignments are, and shall remain, the property of City, and shall be delivered to City upon final completion or termination of the project covered by any specific Task Assignment. Original project documents shall include, but not be limited to, original mylar drawings; technical specification

and contract documents; surveys; survey notes; engineering reports; design notes and planning reports.

All documents including drawings and technical specifications prepared by Consultant pursuant to this Continuing Contract and any specific Task Assignment are instruments of service in respect of the project and City shall have the right to use and reuse all such documents and to furnish others to use or reuse such documents on extensions of the project or any other project without the consent of Consultant. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at city's sole risk and without liability or legal exposure to Consultant.

19. **Approval of Plans and Documents by City Not Deemed Release:**

Approval of City of any plans, drawing, documents, specifications, or work prepared or provided by Consultant under this Continuing Contract and any specific Task Assignment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of their designs, working drawings, and specifications or other documents and work; not shall such approval be deemed to be an assumption of such responsibility by City for any defect in the designs, working drawings, and specifications or other documents prepared by Consultant, its employees, agents, sub-contractors or engineers.

20. **Contract Administrator:** Each Task Assignment shall contain the names, addresses, and contact information for a contract administrator for that Task Assignment,

21. **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.

22. **E-VERIFY:** As a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

(a) Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

(b) The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

(c) The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

(d) A termination of this Contract under the provisions of this section is

not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

(e) Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

23. **Approval by Governmental Agencies:** With respect to certain City Projects, this Continuing Contract and any Task Assignments hereto may be subject to the prior review and approval by the Federal Aviation Administration ("FAA"), Florida Department of Transportation ("FDOT"), Suwannee River Water Management District ("SRWMD"), Florida Department of Environmental Protection ("FDEP"), and other governmental regulatory agency, if required by any federal or state laws, rules, or regulations. The Consultant shall ensure that each Task Assignment shall include and provide any and all provisions and requirements necessary to comply with Federal or State (including sub agencies) laws, rules and regulations.

24. **Controlling Law:** This Continuing Contract and all Task Assignments thereto 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 Consultant arising out of any interpretation or compliance with any of the terms, conditions, and requirements of the Continuing Contract or any Task Assignment thereto, Columbia County, Florida, shall be the proper venue for filing any lawsuit with respect to any such disputes. It is intended and understood that this venue provision shall survive any bankruptcy filing.

25. **Attorneys' Fees and Costs:** In the event of default by either party under the terms of the Continuing Contract or any Task Assignment, the defaulting 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.

26. **Other litigation:** The Consultant 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 Consultant shall notify the City of any legal actions filed against it by a government subdivision or for a breach of a contract of similar size and scope to this Contract within thirty (30) days of the action being filed. Failure to notify the City of a legal action within thirty (30) days of the action shall be grounds for termination or nonrenewal of the Contract.

27. **Grant Funds:** It is anticipated that City may, from time to time, be awarded grants from various sources to pay or partially pay for consulting fees for certain City Projects, as well as providing funds for the cost of any specific City Project. Consultant agrees to and shall abide by and be subject to all requirements, including limitations of its compensation, which may be imposed under any such grant awarded to City. Additionally, the Consultant agrees that the City's payment shall not be due until the City receives the grant money or outside funding.

28. **Non-Exclusive Contract:** The parties hereto agree that this Continuing Contract is non-exclusive and City has the right, in its sole discretion, and at any time can engage other parties to perform services or work of similar nature and to make agreements on any terms whatsoever with said other parties to perform said services if City and Consultant are unable to successfully negotiate the terms, conditions, and compensation for the rendering of services on any specific project.

29. **Successors and Assigns:** Neither City nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Continuing Contract or any specific Task Assignment without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or prevent Consultant from employing such independent professional associates and consultants as Consultant may deem appropriate to assist in the performance of services hereunder. Nothing under this

Continuing Contract shall be construed to give any rights or benefits in this Continuing Contract to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to the Continuing Contract will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party. It is understood and agreed that city shall have the absolute right, at the end of the term of this Continuing Contract to employ other consulting firms after the termination of the. Continuing Contract, using Consultant's documents or any other documents which are prepared by other consulting firms or otherwise.

30. **Special Provisions:** It is further mutually agreed by the parties hereto that Consultant shall proceed to furnish services in any phase of the project under the terms heretofore provided in this Continuing Contract, after Notice to Proceed has been given by City to commence services on any City Project identified in any Task Assignment. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Continuing Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Continuing Contract.

31. **Non-Discrimination:** The Consultant shall comply with Section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes,

ordinances, or licensing requirements shall be grounds for Contract termination or nonrenewal of the Contract. In compliance with, or in addition to, any requirements of law:

- (a) The Consultant agrees to post in a conspicuous place, available to employees and applicants, notices setting forth the general provisions of the nondiscrimination clause.
- (b) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that the firm is an Equal Opportunity Employer.
- (c) The Consultant shall not allow any of its suppliers, subcontractors, or consultants to discriminate as set forth above. The Consultant shall not allow any person or entity that has been placed on a discriminatory vendor list, promulgated by the State of Florida, to be involved in any manner with the project of this contract.
- (d) The Consultant shall notify the CITY 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 Contract.

32. **Audits and Examinations:** The City shall have access to any books, documents, papers and records of the Consultant directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The Consultant shall maintain all required records and other records pertinent to this Agreement for five years after the City makes full payment and all other pending matters are closed.

(a) The Consultant shall permit all persons who are duly authorized by the City to inspect and copy any records, papers, documents, facilities, goods, and services of the Consultant that are relevant to this Contract, and to interview clients, employees, sub-contractors, and sub-Consultant employees of the Consultant to assure the City of satisfactory performance of the terms and conditions of this Contract. Following such review, the City will deliver to the Consultant a written report of its finding, and may direct the development, by the Consultant, of a corrective action plan if appropriate. This provision will not limit the City's termination rights.

(b) To the extent necessary to verify the Consultant's fees and claims for payment under the Contract, the Consultant's agreements or contracts with Subcontractors, partners or agents of the City, may be inspected by the City upon fifteen (15) days notice, during normal working hours, and in accordance with the Consultant's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the City or its designee to conduct compliance and performance audits on any of the Consultant's contracts relating to this Contract.

33. **Entire Agreement:** Incorporated herein, and part hereof, are the Request for Qualifications upon which this Contract is precipitated together with the Consultant's response. With those incorporations, this Continuing Contract constitutes the entire agreement between City and Consultant and supersedes all prior written or oral understandings. This Continuing Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument

adopted by resolution.

34. **Parties Bound:** This Continuing Contract shall be binding upon and shall inure to the benefit of City and Consultant, their successors and assigns.

35. **Effective and Binding:** This Continuing Contract and any specific Task Assignment 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.

36. **Effective Date:** It is agreed by City and Consultant that the effective date is that date first written above.

[Remainder of page left blank intentionally. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have made and executed
this Continuing Contract as of the day and year first above written.

Signed, sealed and delivered in the
presence of:

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

WETLAND SOLUTIONS, INC.

ATTEST:

By: _____
Ronald A. Clarke,
Vice-President

By: _____
Christopher H Keller,
President

File Attachments for Item:

15. City Council Resolution No. 2021-181 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Continuing Contract with Chen Moore and Associates, Inc., a Florida Limited Liability Company; providing for engineering and consulting services; providing for severability; providing for conflicts; and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2021-181

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A CONTINUING CONTRACT WITH CHEN MOORE AND ASSOCIATES, INC., A FLORIDA CORPORATION; PROVIDING FOR ENGINEERING AND CONSULTING SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") desires to engage architects, engineers, surveyors and consultants to provide it with professional services with respect to small projects within the City (hereinafter the "City Projects"); and

WHEREAS, the City has followed the selection and negotiating process required by the Florida Consultants Competitive Negotiations Act established by Section 287.055, Florida Statutes (hereinafter the "Act"); and

WHEREAS, pursuant to and in accordance with the provisions of the Act, the City has selected Chen Moore and Associates, Inc., a Florida corporation, (hereinafter "Chen Moore") to provide it with engineering and consulting services when and as needed and when requested by the City, for any of the City Projects; and

WHEREAS, the City and Chen Moore desire to enter into a continuing contract, a copy of which is attached hereto (hereinafter the "Continuing Contract") to establish procedures and provide for general terms and conditions whereby and under which the aforementioned services shall be rendered and performed; and

WHEREAS, the continuing contract is defined in Section 287.055(2)(9), Florida Statutes, and is subject to being terminated as provided for in this agreement; and

WHEREAS, the City Council finds it is in the best interest of the City to execute the Continuing Contract with Chen Moore.

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 made a part of this resolution.

Section 2. The City is hereby authorized to execute the Continuing Contract with Chen Moore for engineering and consulting services.

Section 3. The City Manager and City attorney are authorized to make such reasonable changes and modifications to the Continuing Contract 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 the Continuing Contract 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. Execution by the Mayor and Chen Moore shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

Section 4. Severability. Should any section, subsection, sentence, clause, phrase, or other provision of this resolution be held invalid or unconstitutional

by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this resolution.

Section 5. Conflict. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 6. Effective Date. This resolution shall take effect upon its adoption.

PASSED AND ADOPTED at a meeting of the City Council this _____ day of December 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

**CONTINUING CONTRACT FOR PROFESSIONAL
CONSULTING SERVICES**

THIS CONTRACT made and entered into this ____ day of _____ , 2021, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055, and having a mailing address of 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and Chen Moore and Associates, Inc., having a mailing address of 500 West Cypress Creek Road Suite 630, Fort Lauderdale, Florida 33309 (herein referred to as "Consultant").

WHEREAS, the City desires to engage architects, engineers, surveyors and consultants to provide it with professional services with respect to small projects within the City (hereinafter the "City Projects"); and

WHEREAS, the City has followed the selection and negotiating process required by the Florida Consultants Competitive Negotiations Act established by Section 287.055, Florida Statutes (hereinafter the "Act"); and

WHEREAS, pursuant to and in accordance with the provisions of the Act, the City has selected the Consultant to provide it with engineering and consultant services when and as needed and requested by the City, for any of the City Projects, and desire to enter into this contract (hereinafter the "Continuing Contract" or "Contract") to establish procedures and provide for general terms and conditions whereby and under which such services shall be rendered and performed; and

WHEREAS, it is the intent of the parties that the Consultant shall

perform services with respect to City Projects only when requested to and authorized in writing by City. Each request for such 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 to be negotiated between City and Consultant and be defined by and embodied in a separate supplemental agreement (hereinafter the "Task Assignment") under the Continuing Contract. Each Task Assignment will be sequentially numbered beginning with Task Assignment Number One. Each Task Assignment shall include and shall incorporate in it all of the general provisions of the Continuing Contract, together with such other terms and provisions as may be mutually agreed upon by the parties as to each Task Assignment; and

WHEREAS, this Continuing Contract is a continuing contract as defined in Section 287.055(2)(9), Florida Statutes, for professional services of Consultant to provide and perform professional services to City when and as needed, but is subject to being terminated as provided for in this agreement.

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 Continuing 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, and any official or employee thereof who shall be duly authorized to act on the City's behalf relative to this Contract.

(b) "CONSULTANT" means the individual or firm offering professional services, 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-consultant and sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all Task Assignments thereto.

(c) "PROFESSIONAL SERVICES" means all of the services, work, materials, and all related professional, technical and administrative activities which are necessary to be provided and performed by the Consultant and its employees and any and all sub-consultants and sub-contractors the Consultant may engage to provide, perform and complete the services required pursuant to the covenants, terms and provisions of this Contract and any and all Task Assignments thereto.

(d) "SUB-CONSULTANT" means any individual or firm offering professional services which is engaged by the Consultant or one of its sub-consultants in providing and performing the professional services, work and materials for which the Consultant is contractually obligated,

responsible and liable to provide and perform under this Contract and any and all Task Assignments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatever for any agreement entered into between the Consultant and any sub-consultant or any sub-sub-consultant.

(e) "PARTIES" means the signatories to this Contract.

3. **Engagement of Consultant:** City hereby engages Consultant to provide City with such consulting and engineering services with respect to any City Project, which, from time to time, City may request Consultant to perform.

4. **Consulting Services:** Consultant agrees to and shall render and perform such consulting and engineering services in accordance with the terms and conditions of this Continuing Contract and all Task Assignments, when and as requested by City.

5. **Request for Specific Services:** Consultant shall perform no services for the City until specifically requested to do so by the City. Each request for services to be rendered and performed by Consultant shall be in writing and shall be a separate project with the scope of work requested to be performed and compensation to be paid to Consultant for such separate project to be negotiated and agreed upon between City and Consultant and defined by and embodied in a separate Task Assignment to the Continuing Contract. Each Task Assignment covering each separate project shall include (without the necessity of a specific reference herein) all of the general provisions of this

Continuing Contract, together with such other terms and provisions mutually agreed upon by and between City and Consultant.

6. **Term of Contract:** This Continuing Contract is a continuing contract as defined in Section 287.055(2)(9), Florida Statutes, for professional services of Consultant to provide and perform services to City when and as needed and requested by City, and shall be for a term of three (3) years unless sooner terminated as permitted and authorized herein. By mutual agreement, the Parties may extend this Continuing Contract for an additional two (2) terms each consisting of one (1) year.

7. **Compensation and Method of Payment:** City agrees to pay the Consultant compensation for its services rendered to the City for each specific service requested by City in an amount and method negotiated between City and Consultant, which amount and method may be based on a lump sum, raw hourly rate times a factor, plus reimbursable expenses, stipulated hourly rates, plus reimbursable expenses, cost plus a fixed fee, or any other method as provided for in each Task Assignment. Consultant shall submit bills for fees, services, or expenses in detail sufficient enough for a proper pre-audit and post-audit. The City reserves the right to request additional documentation. City expects to compensate Consultant based upon timely submitted accurate invoices for the work completed. City agrees to pay invoices rendered to City by Consultant for its services within forty-five (45) days, unless there is any dispute with respect to any amount or amounts included in any invoice, in which case the City and Consultant shall resolve

any such dispute in a timely manner so that the proper amount of the invoice can then be promptly paid. A Subcontractor or materialman may not bill the City directly.

8. **Insurance:** Consultant agrees to and shall procure and maintain insurance during the term of this Continuing Contract and any extension or renewal as follows:

- (a) Comprehensive general liability insurance covering as insured the Consultant and City with limits of liability of not less than \$1,000,000.00 for bodily injury or death to any person or persons and for property damage;
- (b) Worker's compensation insurance for the benefit of the employees of Consultant, as required by the laws of the State of Florida;
- (c) Professional liability insurance for "errors and omissions" covering as insured the Consultant with not less than \$1,000,000.00 limit of liability;
- (d) Automobile liability insurance covering as insured the Consultant and City with limits of liability of not less than \$500,000.00 for bodily injury or death per claimant.

Providing and maintaining adequate insurance coverage is a material obligation of the Consultant and is of the essence of the Contract. This Contract does not limit the types of insurance Consultant may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Consultant shall not be interpreted as limiting the Consultant's liability

or obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida. The Consultant shall provide the City with proof of the required insurance. Before commencing any work under this Continuing Contract, or any Task Assignment, Consultant shall furnish to City a certificate or certificates in form satisfactory to City showing that Consultant has complied with the requirements of insurance under this paragraph. 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 Consultant and other employed or utilized by Consultant in the performance of the services.

9. **Indemnity:** Consultant shall 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 Consultant or its agents, employees, or sub-contractors.

The Consultant is not required hereunder to indemnify and hold harmless City, its officers, agents, or employees, or any of them, from liability based upon their own negligence.

The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Continuing Contract.

Notwithstanding any other provisions of this Continuing 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.

10. **Liability**: The Consultant 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 Consultant, or by any sub-consultant or sub-contractor engaged by the Consultant in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all Task Assignments thereto, and for any and all damages, losses, and expenses to the City caused by the Consultant's negligent performance of any of its obligations contained in this Contract and any and all Task Assignments thereto. The Consultant 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 Consultant's errors, omissions, negligence, breaches of contract or delays, or those of any and all sub-consultants and/or sub-contractors engaged by the Consultant during the providing, performing and furnishing of services, work or materials pursuant to this Contract and any

and all Task Assignments thereto.

11. **Licenses:** The Consultant 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 professional services provided and performed by Consultant pursuant to this Continuing Contract and any and all Task Assignments thereto.

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.

12. **Personnel:** The Consultant agrees that when the services to be provided and performed under this Continuing Contract, any Task Assignments, or any Supplement Agreement hereto, relate to professional service which, under the laws of Florida, require a license, certificate of authorization, or other form of legal entitlement to practice such service, that Consultant will employ or retain the services of such qualified persons to render the services to be provided pursuant to this Contract and/or all Task Assignments thereto.

13. **Timely Accomplishment of Services:** The timely and expeditious accomplishment and completion by the Consultant of all

professional services provided pursuant to this Contract and any and all Task Assignments hereto or changes hereto, is of the essence. The Consultant agrees to employ, engage, retain and assign an adequate number of personnel throughout the period of this Contract so that all professional services provided pursuant to this Contract and any and all Task Assignments and changes thereto, will be provided, performed and completed in a diligent, continuous, expeditious and timely manner throughout. In the event of a delay resulting from a cause not within the Consultant's control, the Consultant's time for performance shall be extended for a period equal to the delay.

14. **Standards of Professional Service:** The Consultant agrees to provide and perform the professional services provided pursuant to this Contract and any and all Task Assignments or changes thereto, in accordance with generally accepted standards of professional practice and 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 project and services to be provided and performed by Consultant for the City, and by any sub-consultant or sub-contractor engaged by the Consultant.

15. **Legal Insertions, Errors, Inconsistencies, or Discrepancies in Continuing Contract:** It is the intent and understanding of the parties to this Continuing Contract and all Task Assignments that each and every provision of law required to be inserted in this Continuing Contract and all Task

Assignments shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted in correct form or substance, then this Continuing Contract shall, upon application of either party, be amended by such assertion so as to comply strictly with the law and without prejudice to the right of either party.

16. **Termination:** Notwithstanding anything herein to the contrary in this Continuing Contract or any Task Assignment hereto to the contrary, City shall have the absolute right and without cause to terminate this Continuing Contract or any Task Assignment at any time the interests of the city require termination. In the event this Contract is terminated, all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for the Consultant under this Contract shall be made available to and for the use of the City.

(a) Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any termination of this Contract by the Consultant. In the event this Contract is terminated, the Consultant shall be reimbursed for services satisfactorily completed subject to any such damages.

(b) If the City determines that the performance of the Consultant, or compliance herewith, is not satisfactory, the City shall have the option of (i) immediately terminating the Contract, or (ii) notifying the Consultant of the deficiency with a requirement that the deficiency be corrected within a

specified time or the Contract will be terminated at the end of such time, or the City will take whatever action is deemed appropriate. If, in the judgment of the City, the Consultant for any reason fails to fulfill in a timely manner all obligations under this Contract, or if the Consultant should violate any of the covenants, agreements or stipulations of this Contract, the City shall have the right to terminate this Contract by giving written notice to the Consultant of the termination and by specifying the effective date.

(c) The Contract may be canceled by the Consultant only by mutual consent of both parties and a written request of this nature must be received by the City sixty (60) days prior to the proposed termination date.

17. **Independent Contractor:** It is understood and agreed that Consultant is an independent contractor with no express or implied authority to act for or to obligate the City, except as specifically provided for in this Basis Contract. The Consultant shall avoid any conduct or communications which may indicate to the contrary and shall be responsible to the City for any damages or injury for such conduct.

18. **Documents:** Original project documents prepared by Consultant under this Continuing Contract and all Task Assignments are, and shall remain, the property of City, and shall be delivered to City upon final completion or termination of the project covered by any specific Task Assignment. Original project documents shall include, but not be limited to,

original mylar drawings; technical specification and contract documents; surveys; survey notes; engineering reports; design notes and planning reports.

All documents including drawings and technical specifications prepared by Consultant pursuant to this Continuing Contract and any specific Task Assignment are instruments of service in respect of the project and City shall have the right to use and reuse all such documents and to furnish others to use or reuse such documents on extensions of the project or any other project without the consent of Consultant. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at city's sole risk and without liability or legal exposure to Consultant.

19. **Approval of Plans and Documents by City Not Deemed Release:** Approval of City of any plans, drawing, documents, specifications, or work prepared or provided by Consultant under this Continuing Contract and any specific Task Assignment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of their designs, working drawings, and specifications or other documents and work; not shall such approval be deemed to be an assumption of such responsibility by City for any defect in the designs, working drawings, and specifications or other documents prepared by Consultant, its employees, agents, sub-contractors or engineers.

20. **Contract Administrator:** Each Task Assignment shall contain the names, addresses, and contact information for a contract administrator for that Task Assignment,

21. **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.

22. **E-VERIFY:** As a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

(a) Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

(b) The City, Contractor, or any subcontractor who has a good

faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

(c) The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

(d) A termination of this Contract under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

(e) Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

23. **Approval by Governmental Agencies:** With respect to certain City Projects, this Continuing Contract and any Task Assignments hereto may be subject to the prior review and approval by the Federal Aviation Administration ("FAA"), Florida Department of Transportation ("FDOT"), Suwannee River Water Management District ("SRWMD"), Florida Department of Environmental Protection ("FDEP"), and other governmental regulatory agency, if required by any federal or state laws, rules, or regulations. The Consultant shall ensure that each Task Assignment shall include and provide any and all provisions and requirements necessary to comply with Federal or State (including sub agencies) laws, rules and regulations.

24. **Controlling Law:** This Continuing Contract and all Task Assignments thereto 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 Consultant arising out of any interpretation or compliance with any of the terms, conditions, and requirements of the Continuing Contract or any Task Assignment thereto, Columbia County, Florida, shall be the proper venue for filing any lawsuit with respect to any such disputes. It is intended and understood that this venue provision shall survive any bankruptcy filing.

25. **Attorneys' Fees and Costs:** In the event of default by either party under the terms of the Continuing Contract or any Task Assignment, the defaulting 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.

26. **Other litigation:** The Consultant 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 Consultant shall notify the City of any legal actions filed against it by a government subdivision or for a breach of a contract of similar size and scope to this Contract within thirty (30) days of the action being filed. Failure to notify the City of a legal action within thirty (30) days of the action shall be grounds for termination or nonrenewal of the Contract.

27. **Grant Funds:** It is anticipated that City may, from time to time, be awarded grants from various sources to pay or partially pay for consulting fees for certain City Projects, as well as providing funds for the cost of any specific City Project. Consultant agrees to and shall abide by and be subject to all requirements, including limitations of its compensation, which may be imposed under any such grant awarded to City. Additionally, the Consultant agrees that the City's payment shall not be due until the City receives the grant money or outside funding.

28. **Non-Exclusive Contract:** The parties hereto agree that this Continuing Contract is non-exclusive and City has the right, in its sole discretion, and at any time can engage other parties to perform services or work of similar nature and to make agreements on any terms whatsoever with said other parties to perform said services if City and Consultant are unable to successfully negotiate the terms, conditions, and compensation for the rendering of services on any specific project.

29. **Successors and Assigns:** Neither City nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Continuing Contract or any specific Task Assignment without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or prevent Consultant from employing such independent professional associates and consultants as Consultant may deem appropriate to assist in the performance of services hereunder. Nothing under this Continuing Contract shall be construed to give any rights or benefits in this Continuing Contract to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to the Continuing Contract will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party. It is understood and agreed that city shall have the

absolute right, at the end of the term of this Continuing Contract to employ other consulting firms after the termination of the. Continuing Contract, using Consultant's documents or any other documents which are prepared by other consulting firms or otherwise.

30. **Special Provisions:** It is further mutually agreed by the parties hereto that Consultant shall proceed to furnish services in any phase of the project under the terms heretofore provided in this Continuing Contract, after Notice to Proceed has been given by City to commence services on any City Project identified in any Task Assignment. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Continuing Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Continuing Contract.

31. **Non-Discrimination:** The Consultant shall comply with Section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances, or licensing requirements shall be grounds for Contract termination or nonrenewal of the Contract. In compliance

with, or in addition to, any requirements of law:

- (a) The Consultant agrees to post in a conspicuous place, available to employees and applicants, notices setting forth the general provisions of the nondiscrimination clause.
- (b) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that the firm is an Equal Opportunity Employer.
- (c) The Consultant shall not allow any of its suppliers, subcontractors, or consultants to discriminate as set forth above. The Consultant shall not allow any person or entity that has been placed on a discriminatory vendor list, promulgated by the State of Florida, to be involved in any manner with the project of this contract.
- (d) The Consultant shall notify the City 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 Contract.

32. **Audits and Examinations:** The City shall have access to any books, documents, papers and records of the Consultant directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The Consultant shall maintain all required records and other records pertinent to this Agreement for five (5) years after the City makes full payment and all other pending matters are closed.

- (a) The Consultant shall permit all persons who are duly authorized by

the City to inspect and copy any records, papers, documents, facilities, goods, and services of the Consultant that are relevant to this Contract, and to interview clients, employees, sub-contractors, and sub-Consultant employees of the Consultant to assure the City of satisfactory performance of the terms and conditions of this Contract. Following such review, the City will deliver to the Consultant a written report of its finding, and may direct the development, by the Consultant, of a corrective action plan if appropriate. This provision will not limit the City's termination rights.

(b) To the extent necessary to verify the Consultant's fees and claims for payment under the Contract, the Consultant's agreements or contracts with Subcontractors, partners or agents of the City, may be inspected by the City upon fifteen (15) days notice, during normal working hours, and in accordance with the Consultant's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the City or its designee to conduct compliance and performance audits on any of the Consultant's contracts relating to this Contract.

33. **Entire Agreement:** Incorporated herein, and part hereof, are the Request for Qualifications upon which this Contract is precipitated together with the Consultant's response. With those incorporations, this Continuing Contract constitutes the entire agreement between City and Consultant and supersedes all prior written or oral understandings. This Continuing

Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

34. **Parties Bound:** This Continuing Contract shall be binding upon and shall inure to the benefit of City and Consultant, their successors and assigns.

35. **Effective and Binding:** This Continuing Contract and any specific Task Assignment 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.

36. **Effective Date:** It is agreed by City and Consultant that the effective date is that date first written above.

[Remainder of page left blank intentionally. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have made and executed
this Continuing Contract as of the day and year first above written.

Signed, sealed and delivered in the
presence of:

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

**CHEN MOORE AND
ASSOCIATES, INC.**

ATTEST:

By: _____
Safiya T. Brea, Secretary

By: _____
Peter M Moore, President

File Attachments for Item:

16. City Council Resolution No. 2021-182 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Continuing Contract with Environmental Consulting & Technology, Inc., a Florida Limited Liability Company; providing for engineering and consulting services; providing for severability; providing for conflicts; and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2021-182

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A CONTINUING CONTRACT WITH ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC., A FLORIDA CORPORATION; PROVIDING FOR ENGINEERING AND CONSULTING SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) desires to engage architects, engineers, surveyors and consultants to provide it with professional services with respect to small projects within the City (hereinafter the "City Projects"); and

WHEREAS, the City has followed the selection and negotiating process required by the Florida Consultants Competitive Negotiations Act established by Section 287.055, Florida Statutes (hereinafter the "Act"); and

WHEREAS, pursuant to and in accordance with the provisions of the Act, the City has selected Environmental Consulting & Technology, Inc., a Florida corporation, (hereinafter “ECT”) to provide it with engineering and consulting services when and as needed and when requested by the City, for any of the City Projects; and

WHEREAS, the City and ECT desire to enter into a continuing contract, a copy of which is attached hereto (hereinafter the “Continuing Contract”) to establish procedures and provide for general terms and conditions whereby and under which the aforementioned services shall be rendered and performed; and

WHEREAS, the continuing contract is defined in Section 287.055(2)(9), Florida Statutes, and is subject to being terminated as provided for in this agreement; and

WHEREAS, the City Council finds it is in the best interest of the City to execute the Continuing Contract with ECT.

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 made a part of this resolution.

Section 2. The City is hereby authorized to execute the Continuing Contract with ECT for engineering and consulting services.

Section 3. The City Manager and City attorney are authorized to make such reasonable changes and modifications to the Continuing Contract 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 the Continuing Contract 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. Execution by the Mayor and ECT shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

Section 4. Severability. Should any section, subsection, sentence, clause, phrase, or other provision of this resolution be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall

not be so construed as to render invalid or unconstitutional the remaining provisions of this resolution.

Section 5. Conflict. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 6. Effective Date. This resolution shall take effect upon its adoption.

PASSED AND ADOPTED at a meeting of the City Council this _____ day of December 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

**CONTINUING CONTRACT FOR PROFESSIONAL
CONSULTING SERVICES**

THIS CONTRACT made and entered into this ____ day of _____, 2021, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055, and whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and Environmental Consulting & Technology, Inc., whose mailing address is 3701 N.W. 98th Street, Gainesville, Florida 32606 (herein referred to as "Consultant").

WHEREAS, the City desires to engage architects, engineers, surveyors and consultants to provide it with professional services with respect to small projects within the City (hereinafter the "City Projects"); and

WHEREAS, the City has followed the selection and negotiating process required by the Florida Consultants Competitive Negotiations Act established by Section 287.055, Florida Statutes (hereinafter the "Act"); and

WHEREAS, pursuant to and in accordance with the provisions of the Act, the City has selected the Consultant to provide it with engineering and consultant services when and as needed and requested by the City, for any of the City Projects, and desire to enter into this contract (hereinafter the "Continuing Contract" or "Contract") to establish procedures and provide for general terms and conditions whereby and under which such services shall be rendered and performed; and

WHEREAS, it is the intent of the parties that the Consultant shall

perform services with respect to City Projects only when requested to and authorized in writing by City. Each request for such 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 to be negotiated between City and Consultant and be defined by and embodied in a separate supplemental agreement (hereinafter the "Task Assignment") under the Continuing Contract. Each Task Assignment will be sequentially numbered beginning with Task Assignment Number One. Each Task Assignment shall include and shall incorporate in it all of the general provisions of the Continuing Contract, together with such other terms and provisions as may be mutually agreed upon by the parties as to each Task Assignment; and

WHEREAS, this Continuing Contract is a continuing contract as defined in Section 287.055(2)(9), Florida Statutes, for professional services of Consultant to provide and perform professional services to City when and as needed, but is subject to being terminated as provided for in this agreement.

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 Continuing 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, and any official or employee thereof who shall be duly authorized to act on the City's behalf relative to this Contract.

(b) "CONSULTANT" means the individual or firm offering professional services, 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-consultant and sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all Task Assignments thereto.

(c) "PROFESSIONAL SERVICES" means all of the services, work, materials, and all related professional, technical and administrative activities which are necessary to be provided and performed by the Consultant and its employees and any and all sub-consultants and sub-contractors the Consultant may engage to provide, perform and complete the services required pursuant to the covenants, terms and provisions of this Contract and any and all Task Assignments thereto.

(d) "SUB-CONSULTANT" means any individual or firm offering professional services which is engaged by the Consultant or one of its sub-consultants in providing and performing the professional

services, work and materials for which the Consultant is contractually obligated, responsible and liable to provide and perform under this Contract and any and all Task Assignments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatever for any agreement entered into between the Consultant and any sub-consultant or any sub-sub-consultant.

(e) "PARTIES" means the signatories to this Contract.

3. **Engagement of Consultant:** City hereby engages Consultant to provide City with such consulting and engineering services with respect to any City Project, which, from time to time, City may request Consultant to perform.

4. **Consulting Services:** Consultant agrees to and shall render and perform such consulting and engineering services in accordance with the terms and conditions of this Continuing Contract and all Task Assignments, when and as requested by City.

5. **Request for Specific Services:** Consultant shall perform no services for the City until specifically requested to do so by the City. Each request for services to be rendered and performed by Consultant shall be in writing and shall be a separate project with the scope of work requested to be performed and compensation to be paid to Consultant for such separate project to be negotiated and agreed upon between City and Consultant and defined by and embodied in a separate Task Assignment to the Continuing Contract. Each Task Assignment covering each separate project shall

include (without the necessity of a specific reference herein) all of the general provisions of this Continuing Contract, together with such other terms and provisions mutually agreed upon by and between City and Consultant.

6. **Term of Contract:** This Continuing Contract is a continuing contract as defined in Section 287.055(2)(9), Florida Statutes, for professional services of Consultant to provide and perform services to City when and as needed and requested by City, and shall be for a term of three (3) years unless sooner terminated as permitted and authorized herein. By mutual agreement, the Parties may extend this Continuing Contract for an additional two (2) terms each consisting of one (1) year.

7. **Compensation and Method of Payment:** City agrees to pay the Consultant compensation for its services rendered to the City for each specific service requested by City in an amount and method negotiated between City and Consultant, which amount and method may be based on a lump sum, raw hourly rate times a factor, plus reimbursable expenses, stipulated hourly rates, plus reimbursable expenses, cost plus a fixed fee, or any other method as provided for in each Task Assignment. Consultant shall submit bills for fees, services, or expenses in detail sufficient enough for a proper pre-audit and post-audit. The City reserves the right to request additional documentation. City expects to compensate Consultant based upon timely submitted accurate invoices for the work completed. City agrees to pay invoices rendered to City by Consultant for its services within

forty-five (45) days, unless there is any dispute with respect to any amount or amounts included in any invoice, in which case the City and Consultant shall resolve any such dispute in a timely manner so that the proper amount of the invoice can then be promptly paid. A Subcontractor or materialman may not bill the City directly.

8. **Insurance:** Consultant agrees to and shall procure and maintain insurance during the term of this Continuing Contract and any extension or renewal as follows:

- (a) Comprehensive general liability insurance covering as insured the Consultant and City with limits of liability of not less than \$1,000,000.00 for bodily injury or death to any person or persons and for property damage;
- (b) Worker's compensation insurance for the benefit of the employees of Consultant, as required by the laws of the State of Florida;
- (c) Professional liability insurance for "errors and omissions" covering as insured the Consultant with not less than \$1,000,000.00 limit of liability;
- (d) Automobile liability insurance covering as insured the Consultant and City with limits of liability of not less than \$500,000.00 for bodily injury or death per claimant.

Providing and maintaining adequate insurance coverage is a material obligation of the Consultant and is of the essence of the Contract. This

Contract does not limit the types of insurance Consultant may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Consultant shall not be interpreted as limiting the Consultant's liability or obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida. The Consultant shall provide the City with proof of the required insurance. Before commencing any work under this Continuing Contract, or any Task Assignment, Consultant shall furnish to City a certificate or certificates in form satisfactory to City showing that Consultant has complied with the requirements of insurance under this paragraph. 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 Consultant and other employed or utilized by Consultant in the performance of the services.

9. **Indemnity:** Consultant shall 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

Consultant or its agents, employees, or sub-contractors.

The Consultant is not required hereunder to indemnify and hold harmless City, its officers, agents, or employees, or any of them, from liability based upon their own negligence.

The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Continuing Contract.

Notwithstanding any other provisions of this Continuing 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.

10. **Liability:** The Consultant 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 Consultant, or by any sub-consultant or sub-contractor engaged by the Consultant in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all Task Assignments thereto, and for any and all damages, losses, and expenses to the City caused by the Consultant's negligent performance of any of its obligations contained in this Contract and any and all Task Assignments thereto. The Consultant 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 Consultant's errors, omissions, negligence, breaches of contract or delays, or those of any and all sub-consultants or sub-contractors engaged by the Consultant during the providing, performing and furnishing of services, work or materials pursuant to this Contract and any and all Task Assignments thereto.

11. **Licenses:** The Consultant 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 professional services provided and performed by Consultant pursuant to this Continuing Contract and any and all Task Assignments thereto.

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.

12. **Personnel:** The Consultant agrees that when the services to be provided and performed under this Continuing Contract, any Task Assignments, or any Supplement Agreement hereto, relate to professional service which, under the laws of Florida, require a license, certificate of authorization, or other form of legal entitlement to practice such service,

that Consultant will employ or retain the services of such qualified persons to render the services to be provided pursuant to this Contract and all Task Assignments thereto.

13. **Timely Accomplishment of Services:** The timely and expeditious accomplishment and completion by the Consultant of all professional services provided pursuant to this Contract and any and all Task Assignments hereto or changes hereto, is of the essence. The Consultant agrees to employ, engage, retain, and assign an adequate number of personnel throughout the period of this Contract so that all professional services provided pursuant to this Contract and any and all Task Assignments and changes thereto, will be provided, performed and completed in a diligent, continuous, expeditious and timely manner throughout. In the event of a delay resulting from a cause not within the Consultant's control, the Consultant's time for performance shall be extended for a period equal to the delay.

14. **Standards of Professional Service:** The Consultant agrees to provide and perform the professional services provided pursuant to this Contract and any and all Task Assignments or changes thereto, in accordance with generally accepted standards of professional practice and 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 project and services to be provided and/or performed by Consultant for the City, and by any sub-consultant and/or

sub-contractor engaged by the Consultant.

15. **Legal Insertions, Errors, Inconsistencies, or Discrepancies in Continuing Contract:** It is the intent and understanding of the parties to this Continuing Contract and all Task Assignments that each and every provision of law required to be inserted in this Continuing Contract and all Task Assignments shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted in correct form or substance, then this Continuing Contract shall, upon application of either party, be amended by such assertion so as to comply strictly with the law and without prejudice to the right of either party.

16. **Termination:** Notwithstanding anything herein to the contrary in this Continuing Contract or any Task Assignment hereto to the contrary, City shall have the absolute right and without cause to terminate this Continuing Contract or any Task Assignment at any time the interests of the city require termination. In the event this Contract is terminated, all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for the Consultant under this Contract shall be made available to and for the use of the City.

(a) Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any termination of this Contract by the Consultant. In the event this Contract is terminated, the Consultant shall be reimbursed for services

satisfactorily completed subject to any such damages.

(b) If the City determines that the performance of the Consultant, or compliance herewith, is not satisfactory, the City shall have the option of (i) immediately terminating the Contract, or (ii) notifying the Consultant of the deficiency with a requirement that the deficiency be corrected within a specified time or the Contract will be terminated at the end of such time, or the City will take whatever action is deemed appropriate. If, in the judgment of the City, the Consultant for any reason fails to fulfill in a timely manner all obligations under this Contract, or if the Consultant should violate any of the covenants, agreements or stipulations of this Contract, the City shall have the right to terminate this Contract by giving written notice to the Consultant of the termination and by specifying the effective date.

(c) The Contract may be canceled by the Consultant only by mutual consent of both parties and a written request of this nature must be received by the City sixty (60) days prior to the proposed termination date.

17. **Independent Contractor:** It is understood and agreed that Consultant is an independent contractor with no express or implied authority to act for or to obligate the City, except as specifically provided for in this Basis Contract. The Consultant shall avoid any conduct or communications which may indicate to the contrary and shall be responsible to the City for any damages or injury for such conduct.

18. **Documents:** Original project documents prepared by

Consultant under this Continuing Contract and all Task Assignments are, and shall remain, the property of City, and shall be delivered to City upon final completion or termination of the project covered by any specific Task Assignment. Original project documents shall include, but not be limited to, original mylar drawings; technical specification and contract documents; surveys; survey notes; engineering reports; design notes and planning reports.

All documents including drawings and technical specifications prepared by Consultant pursuant to this Continuing Contract and any specific Task Assignment are instruments of service in respect of the project and City shall have the right to use and reuse all such documents and to furnish others to use or reuse such documents on extensions of the project or any other project without the consent of Consultant. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at city's sole risk and without liability or legal exposure to Consultant.

19. **Approval of Plans and Documents by City Not Deemed**

Release: Approval of City of any plans, drawing, documents, specifications, or work prepared or provided by Consultant under this Continuing Contract and any specific Task Assignment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of their designs, working drawings, and specifications or other documents and work; not shall such approval be deemed to be an

assumption of such responsibility by City for any defect in the designs, working drawings, and specifications or other documents prepared by Consultant, its employees, agents, sub-contractors or engineers.

20. **Contract Administrator:** Each Task Assignment shall contain the names, addresses, and contact information for a contract administrator for that Task Assignment,

21. **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.

22. **E-VERIFY**: As a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- (a) Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor

does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

(b) The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

(c) The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

(d) A termination of this Contract under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of

any contract for a violation of this section.

(e) Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

23. **Approval by Governmental Agencies:** With respect to certain City Projects, this Continuing Contract and any Task Assignments hereto may be subject to the prior review and approval by the Federal Aviation Administration ("FAA"), Florida Department of Transportation ("FDOT"), Suwannee River Water Management District ("SRWMD"), Florida Department of Environmental Protection ("FDEP"), and other governmental regulatory agency, if required by any federal or state laws, rules, or regulations. The Consultant shall ensure that each Task Assignment shall include and provide any and all provisions and requirements necessary to comply with Federal or State (including sub agencies) laws, rules and regulations.

24. **Controlling Law:** This Continuing Contract and all Task Assignments thereto 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 Consultant arising out of any interpretation or compliance with any of the terms, conditions, and requirements of the Continuing Contract or any Task Assignment thereto, Columbia County, Florida, shall be the proper venue for filing any lawsuit with respect to any such disputes. It is intended and understood that this venue provision shall survive any bankruptcy filing.

25. **Attorneys' Fees and Costs:** In the event of default by either party under the terms of the Continuing Contract or any Task Assignment, the defaulting 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.

26. **Other litigation:** The Consultant 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 Consultant shall notify the City of any legal actions filed against it by a government subdivision or for a breach of a contract of similar size and scope to this Contract within thirty (30) days of the action being filed. Failure to notify the City of a legal action within thirty (30) days of the action shall be grounds for termination or nonrenewal of the Contract.

27. **Grant Funds:** It is anticipated that City may, from time to time, be awarded grants from various sources to pay or partially pay for consulting fees for certain City Projects, as well as providing funds for the cost of any specific City Project. Consultant agrees to and shall abide by

and be subject to all requirements, including limitations of its compensation, which may be imposed under any such grant awarded to City. Additionally, the Consultant agrees that the City's payment shall not be due until the City receives the grant money or outside funding.

28. **Non-Exclusive Contract:** The parties hereto agree that this Continuing Contract is non-exclusive and City has the right, in its sole discretion, and at any time can engage other parties to perform services or work of similar nature and to make agreements on any terms whatsoever with said other parties to perform said services if City and Consultant are unable to successfully negotiate the terms, conditions, and compensation for the rendering of services on any specific project.

29. **Successors and Assigns:** Neither City nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Continuing Contract or any specific Task Assignment without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or prevent Consultant from employing such independent professional associates and consultants as Consultant may deem appropriate to assist in the performance of services hereunder. Nothing under this Continuing Contract shall be construed to give any

rights or benefits in this Continuing Contract to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to the Continuing Contract will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party. It is understood and agreed that city shall have the absolute right, at the end of the term of this Continuing Contract to employ other consulting firms after the termination of the. Continuing Contract, using Consultant's documents or any other documents which are prepared by other consulting firms or otherwise.

30. **Special Provisions:** It is further mutually agreed by the parties hereto that Consultant shall proceed to furnish services in any phase of the project under the terms heretofore provided in this Continuing Contract, after Notice to Proceed has been given by City to commence services on any City Project identified in any Task Assignment. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Continuing Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Continuing Contract.

31. **Non-Discrimination:** The Consultant shall comply with Section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race,

religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances, or licensing requirements shall be grounds for Contract termination or nonrenewal of the Contract. In compliance with, or in addition to, any requirements of law:

(a) The Consultant agrees to post in a conspicuous place, available to employees and applicants, notices setting forth the general provisions of the nondiscrimination clause.

(b) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that the firm is an Equal Opportunity Employer.

(c) The Consultant shall not allow any of its suppliers, subcontractors, or consultants to discriminate as set forth above. The Consultant shall not allow any person or entity that has been placed on a discriminatory vendor list, promulgated by the State of Florida, to be involved in any manner with the project of this contract.

(d) The Consultant shall notify the City 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 Contract.

32. **Audits and Examinations:** The City shall have access to any books, documents, papers and records of the Consultant directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The Consultant shall maintain all required records and other records pertinent to this Agreement for five years after the City makes full

payment and all other pending matters are closed.

(a) The Consultant shall permit all persons who are duly authorized by the City to inspect and copy any records, papers, documents, facilities, goods, and services of the Consultant that are relevant to this Contract, and to interview clients, employees, sub-contractors, and sub-Consultant employees of the Consultant to assure the City of satisfactory performance of the terms and conditions of this Contract. Following such review, the City will deliver to the Consultant a written report of its finding, and may direct the development, by the Consultant, of a corrective action plan if appropriate. This provision will not limit the City's termination rights.

(b) To the extent necessary to verify the Consultant's fees and claims for payment under the Contract, the Consultant's agreements or contracts with Subcontractors, partners or agents of the City, may be inspected by the City upon fifteen (15) days notice, during normal working hours, and in accordance with the Consultant's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the City or its designee to conduct compliance and performance audits on any of the Consultant's contracts relating to this Contract.

33. **Entire Agreement:** Incorporated herein, and part hereof, are the Request for Qualifications upon which this Contract is precipitated together with

the Consultant's response. With those incorporations, this Continuing Contract constitutes the entire agreement between City and Consultant and supersedes all prior written or oral understandings. This Continuing Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

34. **Parties Bound:** This Continuing Contract shall be binding upon and shall inure to the benefit of City and Consultant, their successors and assigns.

35. **Effective and Binding:** This Continuing Contract and any specific Task Assignment 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.

36. **Effective Date:** It is agreed by City and Consultant that the effective date is that date first written above.

[Remainder of page left blank intentionally. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have made and executed
this Continuing Contract as of the day and year first above written.

Signed, sealed and delivered in the
presence of:

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

**ENVIRONMENTAL CONSULTING
& TECHNOLOGY, INC.**

ATTEST:

By: _____
Malinda R. Parker,
Asst. Secretary

By: _____
Gary P Uebelhoer,
Senior Vice-President

File Attachments for Item:

17. City Council Resolution No. 2021-183 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Continuing Contract with North Florida Professional Services, Inc., a Florida Limited Liability Company; providing for engineering and consulting services; providing for severability; providing for conflicts; and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2021-183

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A CONTINUING CONTRACT WITH NORTH FLORIDA PROFESSIONAL SERVICES, INC., A FLORIDA CORPORATION; PROVIDING FOR ENGINEERING AND CONSULTING SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) desires to engage architects, engineers, surveyors and consultants to provide it with professional services with respect to small projects within the City (hereinafter the "City Projects"); and

WHEREAS, the City has followed the selection and negotiating process required by the Florida Consultants Competitive Negotiations Act established by Section 287.055, Florida Statutes (hereinafter the "Act"); and

WHEREAS, pursuant to and in accordance with the provisions of the Act, the City has selected North Florida Professional Services (hereinafter “NFPS”) to provide it with engineering and consulting services when and as needed and when requested by the City, for any of the City Projects; and

WHEREAS, the City and NFPS desire to enter into a continuing contract, a copy of which is attached hereto (hereinafter the “Continuing Contract”) to establish procedures and provide for general terms and conditions whereby and under which the aforementioned services shall be rendered and performed; and

WHEREAS, the continuing contract is defined in Section 287.055(2)(9), Florida Statutes, and is subject to being terminated as provided for in this agreement; and

WHEREAS, the City Council finds it is in the best interest of the City to execute the Continuing Contract with NFPS.

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 made a part of this resolution.

Section 2. The City is hereby authorized to execute the Continuing Contract with NFPS for engineering and consulting services.

Section 3. The City Manager and City attorney are authorized to make such reasonable changes and modifications to the Continuing Contract 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 the Continuing Contract 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. Execution by the Mayor and NFPS shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

Section 4. Severability. Should any section, subsection, sentence, clause, phrase, or other provision of this resolution be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this resolution.

Section 5. Conflict. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 6. Effective Date. This resolution shall take effect upon its adoption.

PASSED AND ADOPTED at a meeting of the City Council this _____ day of December 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

**CONTINUING CONTRACT FOR PROFESSIONAL
CONSULTING SERVICES**

THIS CONTRACT made and entered into this ____ day of _____ , 2021, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055, and whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and North Florida Professional Services, Inc., whose mailing address is P.O. Box 3823, Lake City, Florida 32056 (herein referred to as "Consultant").

WHEREAS, the City desires to engage architects, engineers, surveyors and consultants to provide it with professional services with respect to small projects within the City (hereinafter the "City Projects"); and

WHEREAS, the City has followed the selection and negotiating process required by the Florida Consultants Competitive Negotiations Act established by Section 287.055, Florida Statutes (hereinafter the "Act"); and

WHEREAS, pursuant to and in accordance with the provisions of the Act, the City has selected the Consultant to provide it with engineering and consultant services when and as needed and requested by the City, for any of the City Projects, and desire to enter into this contract (hereinafter the "Continuing Contract" or "Contract") to establish procedures and provide for general terms and conditions whereby and under which such services shall be rendered and performed; and

WHEREAS, it is the intent of the parties that the Consultant shall perform services with respect to City Projects only when requested to and authorized in writing by City. Each request for such 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 to be negotiated between City and Consultant and be defined by and embodied in a separate supplemental agreement (hereinafter the "Task Assignment") under the Continuing Contract. Each Task Assignment will be sequentially numbered beginning with Task Assignment Number One. Each Task Assignment shall include and shall incorporate in it all of the general provisions of the Continuing Contract, together with such other terms and provisions as may be mutually agreed upon by the parties as to each Task Assignment; and

WHEREAS, this Continuing Contract is a continuing contract as defined in Section 287.055(2)(9), Florida Statutes, for professional services of Consultant to provide and perform professional services to City when and as needed, but is subject to being terminated as provided for in this agreement.

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 Continuing 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, and any official or employee thereof who shall be duly authorized to act on the City's behalf relative to this Contract.

(b) "CONSULTANT" means the individual or firm offering professional services, 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-consultant and sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all Task Assignments thereto.

(c) "PROFESSIONAL SERVICES" means all of the services, work, materials, and all related professional, technical and administrative activities which are necessary to be provided and performed by the Consultant and its employees and any and all sub-consultants and sub-contractors the Consultant may engage to provide, perform and complete the services required pursuant to the covenants, terms and provisions of this Contract and any and all Task Assignments thereto.

(d) "SUB-CONSULTANT" means any individual or firm offering professional services which is engaged by the Consultant or one of its

sub-consultants in providing and performing the professional services, work and materials for which the Consultant is contractually obligated, responsible and liable to provide and perform under this Contract and any and all Task Assignments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatever for any agreement entered into between the Consultant and any sub-consultant or any sub-sub-consultant.

(e) "PARTIES" means the signatories to this Contract.

3. **Engagement of Consultant:** City hereby engages Consultant to provide City with such consulting and engineering services with respect to any City Project, which, from time to time, City may request Consultant to perform.

4. **Consulting Services:** Consultant agrees to and shall render and perform such consulting and engineering services in accordance with the terms and conditions of this Continuing Contract and all Task Assignments, when and as requested by City.

5. **Request for Specific Services:** Consultant shall perform no services for the City until specifically requested to do so by the City. Each request for services to be rendered and performed by Consultant shall be in writing and shall be a separate project with the scope of work requested to be performed and compensation to be paid to Consultant for such separate project to be negotiated and agreed upon between City and Consultant and defined by and embodied in a separate Task Assignment to the Continuing Contract. Each

Task Assignment covering each separate project shall include (without the necessity of a specific reference herein) all of the general provisions of this Continuing Contract, together with such other terms and provisions mutually agreed upon by and between City and Consultant.

6. **Term of Contract:** This Continuing Contract is a continuing contract as defined in Section 287.055(2)(9), Florida Statutes, for professional services of Consultant to provide and perform services to City when and as needed and requested by City, and shall be for a term of three (3) years unless sooner terminated as permitted and authorized herein. By mutual agreement, the Parties may extend this Continuing Contract for an additional two (2) terms each consisting of one (1) year.

7. **Compensation and Method of Payment:** City agrees to pay the Consultant compensation for its services rendered to the City for each specific service requested by City in an amount and method negotiated between City and Consultant, which amount and method may be based on a lump sum, raw hourly rate times a factor, plus reimbursable expenses, stipulated hourly rates, plus reimbursable expenses, cost plus a fixed fee, or any other method as provided for in each Task Assignment. Consultant shall submit bills for fees, services, or expenses in detail sufficient enough for a proper pre-audit and post-audit. The City reserves the right to request additional documentation. City expects to compensate Consultant based upon timely submitted accurate invoices for the work completed. City agrees to pay invoices rendered to City by Consultant for its services within forty-five (45)

days, unless there is any dispute with respect to any amount or amounts included in any invoice, in which case the City and Consultant shall resolve any such dispute in a timely manner so that the proper amount of the invoice can then be promptly paid. A Subcontractor or materialman may not bill the City directly.

8. **Insurance:** Consultant agrees to and shall procure and maintain insurance during the term of this Continuing Contract and any extension or renewal as follows:

- (a) Comprehensive general liability insurance covering as insured the Consultant and City with limits of liability of not less than \$1,000,000.00 for bodily injury or death to any person or persons and for property damage;
- (b) Worker's compensation insurance for the benefit of the employees of Consultant, as required by the laws of the State of Florida;
- (c) Professional liability insurance for "errors and omissions" covering as insured the Consultant with not less than \$1,000,000.00 limit of liability;
- (d) Automobile liability insurance covering as insured the Consultant and City with limits of liability of not less than \$500,000.00 for bodily injury or death per claimant.

Providing and maintaining adequate insurance coverage is a material obligation of the Consultant and is of the essence of the Contract. This Contract does not limit the types of insurance Consultant may desire to obtain or be

required to obtain by law. The limits of coverage under each policy maintained by the Consultant shall not be interpreted as limiting the Consultant's liability or obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida. The Consultant shall provide the City with proof of the required insurance. Before commencing any work under this Continuing Contract, or any Task Assignment, Consultant shall furnish to City a certificate or certificates in form satisfactory to City showing that Consultant has complied with the requirements of insurance under this paragraph. 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 Consultant and other employed or utilized by Consultant in the performance of the services.

9. **Indemnity:** Consultant shall 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 Consultant or its agents, employees, or sub-contractors.

The Consultant is not required hereunder to indemnify and hold

harmless City, its officers, agents, or employees, or any of them, from liability based upon their own negligence.

The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Continuing Contract.

Notwithstanding any other provisions of this Continuing 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.

10. **Liability:** The Consultant 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 Consultant, or by any sub-consultant or sub-contractor engaged by the Consultant in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all Task Assignments thereto, and for any and all damages, losses, and expenses to the City caused by the Consultant's negligent performance of any of its obligations contained in this Contract and any and all Task Assignments thereto. The Consultant 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 Consultant's errors, omissions, negligence, breaches of contract or delays, or those of any and all sub-consultants or sub-contractors

engaged by the Consultant during the providing, performing and furnishing of services, work or materials pursuant to this Contract and any and all Task Assignments thereto.

11. **Licenses:** The Consultant 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 professional services provided and performed by Consultant pursuant to this Continuing Contract and any and all Task Assignments thereto.

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 subcontractor engaged by the Contractor.

12. **Personnel:** The Consultant agrees that when the services to be provided and performed under this Continuing Contract, any Task Assignments, or any Supplement Agreement hereto, relate to professional service which, under the laws of Florida, require a license, certificate of authorization, or other form of legal entitlement to practice such service, that Consultant will employ or retain the services of such qualified persons to render the services to be provided pursuant to this Contract and all Task Assignments thereto.

13. **Timely Accomplishment of Services:** The timely and expeditious accomplishment and completion by the Consultant of all professional services provided pursuant to this Contract and any and all Task Assignments hereto or changes hereto, is of the essence. The Consultant agrees to employ, engage, retain, and assign an adequate number of personnel throughout the period of this Contract so that all professional services provided pursuant to this Contract and any and all Task Assignments and changes thereto, will be provided, performed and completed in a diligent, continuous, expeditious and timely manner throughout. In the event of a delay resulting from a cause not within the Consultant's control, the Consultant's time for performance shall be extended for a period equal to the delay.

14. **Standards of Professional Service:** The Consultant agrees to provide and perform the professional services provided pursuant to this Contract and any and all Task Assignments or changes thereto, in accordance with generally accepted standards of professional practice and 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 project and services to be provided and/or performed by Consultant for the City, and by any sub-consultant and/or sub-contractor engaged by the Consultant.

15. **Legal Insertions, Errors. Inconsistencies, or Discrepancies in Continuing Contract:** It is the intent and understanding of the parties to this

Continuing Contract and all Task Assignments that each and every provision of law required to be inserted in this Continuing Contract and all Task Assignments shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted in correct form or substance, then this Continuing Contract shall, upon application of either party, be amended by such assertion so as to comply strictly with the law and without prejudice to the right of either party.

16. **Termination:** Notwithstanding anything herein to the contrary in this Continuing Contract or any Task Assignment hereto to the contrary, City shall have the absolute right and without cause to terminate this Continuing Contract or any Task Assignment at any time the interests of the city require termination. In the event this Contract is terminated, all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for the Consultant under this Contract shall be made available to and for the use of the City.

(a) Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any termination of this Contract by the Consultant. In the event this Contract is terminated, the Consultant shall be reimbursed for services satisfactorily completed subject to any such damages.

(b) If the City determines that the performance of the Consultant, or compliance herewith, is not satisfactory, the City shall have the option of

(i) immediately terminating the Contract, or (ii) notifying the Consultant of the deficiency with a requirement that the deficiency be corrected within a specified time or the Contract will be terminated at the end of such time, or the City will take whatever action is deemed appropriate. If, in the judgment of the City, the Consultant for any reason fails to fulfill in a timely manner all obligations under this Contract, or if the Consultant should violate any of the covenants, agreements or stipulations of this Contract, the City shall have the right to terminate this Contract by giving written notice to the Consultant of the termination and by specifying the effective date.

(c) The Contract may be canceled by the Consultant only by mutual consent of both parties and a written request of this nature must be received by the City sixty (60) days prior to the proposed termination date.

17. **Independent Contractor:** It is understood and agreed that Consultant is an independent contractor with no express or implied authority to act for or to obligate the City, except as specifically provided for in this Basis Contract. The Consultant shall avoid any conduct or communications which may indicate to the contrary and shall be responsible to the City for any damages or injury for such conduct.

18. **Documents:** Original project documents prepared by Consultant under this Continuing Contract and all Task Assignments are, and shall remain, the property of City, and shall be delivered to City upon final

completion or termination of the project covered by any specific Task Assignment. Original project documents shall include, but not be limited to, original mylar drawings; technical specification and contract documents; surveys; survey notes; engineering reports; design notes and planning reports.

All documents including drawings and technical specifications prepared by Consultant pursuant to this Continuing Contract and any specific Task Assignment are instruments of service in respect of the project and City shall have the right to use and reuse all such documents and to furnish others to use or reuse such documents on extensions of the project or any other project without the consent of Consultant. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at city's sole risk and without liability or legal exposure to Consultant.

19. **Approval of Plans and Documents by City Not Deemed Release:** Approval of City of any plans, drawing, documents, specifications, or work prepared or provided by Consultant under this Continuing Contract and any specific Task Assignment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of their designs, working drawings, and specifications or other documents and work; not shall such approval be deemed to be an assumption of such responsibility by City for any defect in the designs, working drawings, and

specifications or other documents prepared by Consultant, its employees, agents, sub-contractors or engineers.

20. **Contract Administrator:** Each Task Assignment shall contain the names, addresses, and contact information for a contract administrator for that Task Assignment,

21. **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.

22. **E-VERIFY:** As a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

(a) Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this

Contract.

(b) The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

(c) The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

(d) A termination of this Contract under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

(e) Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by

any subcontractor or lower tier subcontractor with the clauses set forth in this section.

23. **Approval by Governmental Agencies:** With respect to certain City Projects, this Continuing Contract and any Task Assignments hereto may be subject to the prior review and approval by the Federal Aviation Administration ("FAA"), Florida Department of Transportation ("FDOT"), Suwannee River Water Management District ("SRWMD"), Florida Department of Environmental Protection ("FDEP"), and other governmental regulatory agency, if required by any federal or state laws, rules, or regulations. The Consultant shall ensure that each Task Assignment shall include and provide any and all provisions and requirements necessary to comply with Federal or State (including sub agencies) laws, rules and regulations.

24. **Controlling Law:** This Continuing Contract and all Task Assignments thereto 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 Consultant arising out of any interpretation or compliance with any of the terms, conditions, and requirements of the Continuing Contract or any Task Assignment thereto, Columbia County, Florida, shall be the proper venue for filing any lawsuit with respect to any such disputes. It is intended and understood that this venue

provision shall survive any bankruptcy filing.

25. **Attorneys' Fees and Costs:** In the event of default by either party under the terms of the Continuing Contract or any Task Assignment, the defaulting 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.

26. **Other litigation:** The Consultant 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 Consultant shall notify the City of any legal actions filed against it by a government subdivision or for a breach of a contract of similar size and scope to this Contract within 30 days of the action being filed. Failure to notify the City of a legal action within 30 days of the action shall be grounds for termination or nonrenewal of the Contract.

27. **Grant Funds:** It is anticipated that City may, from time to time, be awarded grants from various sources to pay or partially pay for consulting fees for certain City Projects, as well as providing funds for the cost of any specific City Project. Consultant agrees to and shall abide by and be subject to all requirements, including limitations of its compensation, which may be imposed under any such grant awarded to City. Additionally, the Consultant agrees that the City's payment shall not be due until the City receives the grant money or outside funding.

28. **Non-Exclusive Contract:** The parties hereto agree that this Continuing Contract is non-exclusive and City has the right, in its sole discretion, and at any time can engage other parties to perform services or work of similar nature and to make agreements on any terms whatsoever with said other parties to perform said services if City and Consultant are unable to successfully negotiate the terms, conditions, and compensation for the rendering of services on any specific project.

29. **Successors and Assigns:** Neither City nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Continuing Contract or any specific Task Assignment without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or prevent Consultant from employing such independent professional associates and consultants as Consultant may deem appropriate to assist in the performance of services hereunder. Nothing under this Continuing Contract shall be construed to give any rights or benefits in this Continuing Contract to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to the Continuing Contract will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party. It is understood and agreed that city shall have the

absolute right, at the end of the term of this Continuing Contract to employ other consulting firms after the termination of the. Continuing Contract, using Consultant's documents or any other documents which are prepared by other consulting firms or otherwise.

30. **Special Provisions:** It is further mutually agreed by the parties hereto that Consultant shall proceed to furnish services in any phase of the project under the terms heretofore provided in this Continuing Contract, after Notice to Proceed has been given by City to commence services on any City Project identified in any Task Assignment. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Continuing Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Continuing Contract.

31. **Non-Discrimination:** The Consultant shall comply with Section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances, or licensing requirements shall be grounds for Contract termination or nonrenewal of the Contract. In compliance

with, or in addition to, any requirements of law:

- (a) The Consultant agrees to post in a conspicuous place, available to employees and applicants, notices setting forth the general provisions of the nondiscrimination clause.
- (b) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that the firm is an Equal Opportunity Employer.
- (c) The Consultant shall not allow any of its suppliers, subcontractors, or consultants to discriminate as set forth above. The Consultant shall not allow any person or entity that has been placed on a discriminatory vendor list, promulgated by the State of Florida, to be involved in any manner with the project of this contract.
- (d) The Consultant shall notify the CITY 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 Contract.

32. **Audits and Examinations:** The City shall have access to any books, documents, papers and records of the Consultant directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The Consultant shall maintain all required records and other records pertinent to this Agreement for five years after the City makes full payment and all other pending matters are closed.

- (a) The Consultant shall permit all persons who are duly authorized by

the City to inspect and copy any records, papers, documents, facilities, goods, and services of the Consultant that are relevant to this Contract, and to interview clients, employees, sub-contractors, and sub-Consultant employees of the Consultant to assure the City of satisfactory performance of the terms and conditions of this Contract. Following such review, the City will deliver to the Consultant a written report of its finding, and may direct the development, by the Consultant, of a corrective action plan if appropriate. This provision will not limit the City's termination rights.

(b) To the extent necessary to verify the Consultant's fees and claims for payment under the Contract, the Consultant's agreements or contracts with Subcontractors, partners or agents of the City, may be inspected by the City upon fifteen (15) days notice, during normal working hours, and in accordance with the Consultant's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the City or its designee to conduct compliance and performance audits on any of the Consultant's contracts relating to this Contract.

33. **Entire Agreement:** Incorporated herein, and part hereof, are the Request for Qualifications upon which this Contract is precipitated together with the Consultant's response. With those incorporations, this Continuing Contract constitutes the entire agreement between City and Consultant and supersedes all prior written or oral understandings. This Continuing

Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

34. **Parties Bound:** This Continuing Contract shall be binding upon and shall inure to the benefit of City and Consultant, their successors and assigns.

35. **Effective and Binding:** This Continuing Contract and any specific Task Assignment 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.

36. **Effective Date:** It is agreed by City and Consultant that the effective date is that date first written above.

[Remainder of page left blank intentionally. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have made and executed
this Continuing Contract as of the day and year first above written.

Signed, sealed and delivered in the
presence of:

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

**NORTH FLORIDA
PROFESSIONAL SERVICES, INC.**

ATTEST:

By: _____
Megan M. Carter, Secretary

By: _____
Gregory G. Bailey, President

File Attachments for Item:

18. City Council Resolution No. 2021-185 - A resolution of the City Council of the City of Lake City, Florida authorizing the execution of the First Amendment to the Memorandum of Agreement with the Suwannee River Water Management District authorized by City Council Resolution No. 2020-114; providing for an extension of the deadlines for completion; providing for conflict; and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2021-185

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO THE MEMORANDUM OF AGREEMENT WITH THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT AUTHORIZED BY CITY COUNCIL RESOLUTION NO. 2020-114; PROVIDING FOR AN EXTENSION OF THE DEADLINES FOR COMPLETION; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") and the Suwannee River Water Management District (hereinafter "SRWMD") entered into a Memorandum of Agreement (hereafter the "MOA"), authorized by City Council Resolution No. 2020-114; and

WHEREAS, the City and SRWMD desire to modify the MOA pursuant to the terms and conditions contained in the *First Amendment to Memorandum of Agreement #20/21-044 Between Suwannee River Water Management District and City of Lake City* (hereinafter the "Amendment"), a copy of which is attached hereto; and

WHEREAS, the City Council finds that it is in the best interest of the City and its citizens to enter into the Amendment.

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.

FLK/mr
11/30/2021

Section 2. The City is hereby authorized to enter into the Amendment with SRWMD and the Mayor is authorized to execute the Amendment for and on behalf of the City.

Section 3. Conflict. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 4. Effective Date. This resolution shall take effect upon its adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of December 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

**FIRST AMENDMENT
TO
MEMORANDUM OF AGREEMENT #20/21-044
BETWEEN
SUWANNEE RIVER WATER MANAGEMENT DISTRICT
AND
CITY OF LAKE CITY**

THIS AMENDMENT is entered into upon final execution by and between the Suwannee River Water Management District, a special taxing district organized under Chapter 373, Florida Statutes, whose address is 9225 CR 49, Live Oak, Florida 32060, (hereinafter the "DISTRICT"), and the **City of Lake City**, a political subdivision of the State of Florida, whose address is **205 N. Marion Street, Lake City**, Florida, 32055 (hereinafter the "CITY"), is entered into and effective upon final execution.

WITNESSETH:

WHEREAS, on November 5, 2020, DISTRICT and CITY entered into Memorandum of Agreement SRWMD Contract #20/21-044 for the City of Lake City Conservation and Alternative Water Supply 20-Year Plan, (hereinafter the "MOA"); and

WHEREAS on November 4, 2021, the CITY has indicated that the engineering consultant requires additional time to complete the assigned tasks and has requested to extend the end date, and

WHEREAS DISTRICT and CITY now desire to extend the contract end date to February 4, 2022.

NOW THEREFORE in consideration of the terms and conditions set forth herein DISTRICT and CITY do covenant and hereby agree as follows:

The AGREEMENT is hereby amended, altered, and changed as follows:

1. MOA, paragraph 8. is amended to read as follows:

| | |
|-----------------------------------|-----------------------------|
| <u>DISTRICT Project Manager</u> | <u>CITY Project Manager</u> |
| <u>Kristine Eskelin</u> | Michael Osborn |
| <u>Sr. Project Manager</u> | Director of Water Treatment |
| 9225 CR 49 | 144 SE Ozone Loop |
| Live Oak, Florida 32060 | Lake City, Florida 32025 |
| 386.362.1001 | 386.466.3352 |
| <u>Kristine.Eskelin@srwmd.org</u> | OsbornM@lcfla.com |

2. EXHIBIT C paragraph 3. Shall be replaced by:

3. All deliverables must be completed by February 4, 2022.

Except as expressly set out herein, all other terms and conditions of the MOA shall remain unchanged and is hereby ratified by the parties.

(The remainder of this page was intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment, as of the day and year first specified above.

EXECUTED by the CITY on _____, 2021.

CITY OF LAKE CITY

By: _____

Printed Name Stephen M. Witt

As its Mayor

EXECUTED by the DISTRICT on _____, 2021.

**SUWANNEE RIVER WATER
MANAGEMENT DISTRICT**

By: _____

Hugh Thomas

As its Executive Director

File Attachments for Item:

19. City Council Resolution No. 2021-186 - A resolution of the City Council of the City of Lake City, Florida authorizing the City's joining the State of Florida and other local government units in participating in the "Distributors Settlement" and the "Janssen Settlement" as described by the Florida Attorney General; providing for the Mayor's execution of the two participation agreements; and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2021-186

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE CITY'S JOINING THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENT UNITS IN PARTICIPATING IN THE "DISTRIBUTORS SETTLEMENT" AND THE "JANSSEN SETTLEMENT" AS DESCRIBED BY THE FLORIDA ATTORNEY GENERAL; PROVIDING FOR THE MAYOR'S EXECUTION OF THE TWO PARTICIPATION AGREEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") has joined with the Florida Attorney General in the National Opioid Litigation, (MDL No. 2804 *N.D. Ohio); and

WHEREAS, after two (2) years of negotiations, two (2) proposed nationwide settlement agreements (hereinafter the "Settlements") have been reached that would resolve all opioid litigation brought by the states and local political subdivisions against several defendants; and

WHEREAS, the two settlements are known as the "Distributors Settlement" and the "Janssen Settlement", which are referenced in the *Subdivision Settlement Participation Form* and the *Settlement Participation Form* attached hereto; and

WHEREAS, the Florida Attorney General has encouraged local governmental entities to participate ("opt in") in the settlements; and

WHEREAS, failure to participate in the proposed settlements will result in the City not receiving any settlement funds and proceeding individually; and

WHEREAS, the City Council finds that it is in the best interest of the City and its citizens to participate in such settlements.

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 Mayor is authorized to execute the settlement participation proposals for and on behalf of the City.

Section 3. Effective Date. This resolution shall take effect upon its adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of December 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 K

Subdivision Settlement Participation Form

| | |
|----------------------|--------|
| Governmental Entity: | State: |
| Authorized Official: | |
| Address 1: | |
| Address 2: | |
| City, State, Zip: | |
| Phone: | |
| Email: | |

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("*Distributor Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Settlement Participation Form

| | |
|----------------------|--------|
| Governmental Entity: | State: |
| Authorized Official: | |
| Address 1: | |
| Address 2: | |
| City, State, Zip: | |
| Phone: | |
| Email: | |

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of

Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

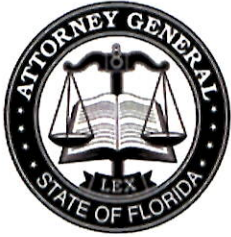
I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



ASHLEY MOODY
ATTORNEY GENERAL
STATE OF FLORIDA

PL-01 The Capitol
Tallahassee, FL 32399-1050
Phone (850) 414-3300
Fax (850) 487-0168
<http://www.myfloridalegal.com>

TO LOCAL POLITICAL SUBDIVISIONS:
IMPORTANT INFORMATION ABOUT THE NATIONAL OPIOID SETTLEMENT.
SUBDIVISIONS MUST SUBMIT SIGNED DOCUMENTATION TO PARTICIPATE.
THE DEADLINE FOR PARTICIPATION TO MAXIMIZE SETTLEMENT BENEFITS IS JANUARY 2, 2022.

If your subdivision is represented by an attorney with respect to opioid claims, please immediately contact them.

After years of negotiations, two proposed nationwide settlement agreements (“Settlements”) have been reached that would resolve all opioid litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors, McKesson, Cardinal Health and AmerisourceBergen (“Distributors”), and one manufacturer, Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson (collectively, “Janssen”).

- o The proposed Settlements require the Distributors and Janssen to pay billions of dollars to abate the opioid epidemic. Specifically, the Settlements require the Distributors to pay up to \$21 billion over 18 years and Janssen to pay up to \$5 billion over no more than 9 years, for a total of \$26 billion (the “Settlement Amount”). Of the Settlement Amount, approximately \$22.7 billion is earmarked for use by participating states and subdivisions to remediate and abate the impacts of the opioid crisis.
- o The Settlements also contain injunctive relief provisions governing the opioid marketing, sale and distribution practices at the heart of the states’ and subdivisions’ lawsuits and further require the Distributors to implement additional safeguards to prevent diversion of prescription opioids.

Each of the proposed Settlements has two key participation steps. First, each state decides whether to participate in the Settlements. The State of Florida has joined both Settlements. Second, the subdivisions within each participating state must then decide whether to participate in the Settlements. Generally, the more subdivisions that participate, the greater the amount of funds that flow to that state and its participating subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision’s state is settling and other participating subdivisions are sharing in settlement funds.

This letter is part of the formal notice required by the Settlements.

You may be contacted by the Attorney General's Office with additional information regarding the allocation of settlement funds in Florida. Subdivisions with representation can expect information from their attorneys as well. We encourage you to review all materials and to follow up with any questions. The terms of these Settlements are complex and we want to be sure you have all the information you need to make your participation decision.

WHY YOU SHOULD PARTICIPATE

A vast majority of states have joined the Settlements, and attorneys for many subdivisions have already announced support for them. For example, the Plaintiffs' Executive Committee, charged with leading the litigation on behalf of more than 3,000 cities, counties and others against the opioid industry, and consolidated in the national multi-district litigation ("MDL") pending before Judge Dan Aaron Polster in the Northern District of Ohio, recommends participation in these Settlements.

Subdivision participation is strongly encouraged, for the following reasons:

First, the amounts to be paid under the Settlements, while insufficient to abate the epidemic fully, will allow state and local governments to commence with meaningful change designed to curb opioid addiction, overdose and death;

Second, time is of the essence. The opioid epidemic continues to devastate communities around the country and it is critical that the funds begin to flow to allow governments to address the epidemic in their communities *as soon as possible*;

Third, if there is not sufficient subdivision participation in these proposed Settlements, the Settlements will not be finalized, the important business practice changes will not be implemented, the billions of dollars in abatement funds will not flow to communities, and more than 3,000 cases may be sent back to their home courts for trial, which will take many years;

Fourth, the extent of participation also will determine how much money each state and its local subdivisions will receive because approximately half of the abatement funds are in the form of "incentive payments," *i.e.*, the higher the participation of subdivisions in a state, the greater the amount of settlement funds that flow into that state;

Fifth, you know first-hand the effects of the opioid epidemic on your community. Funds from these Settlements will be used to commence abatement of the crisis and provide relief to your citizens while litigation and settlement discussions proceed against numerous other defendants in the opioid industry;

Sixth, because pills do not respect boundaries, the opioid epidemic is a national crisis that needs a national solution.

NEXT STEPS

These Settlements require that you take affirmative steps to "opt in" to the Settlements. If you do not act, you will not receive any settlement funds and you will not contribute to reaching the participation thresholds that will deliver the maximum amount of abatement funds to your state.

First, register your subdivision on the national settlement website so that information and documents required to participate can be sent to you. You will need the email address of the person who will be authorized to sign on behalf of your subdivision. This is the only action item needed at this time.



ASHLEY MOODY
ATTORNEY GENERAL
STATE OF FLORIDA

OFFICE OF THE ATTORNEY GENERAL

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September 30, 2021

RE: Opioid Litigation

Dear Sir or Madam:

My name is John Guard and I am the Chief Deputy Attorney General for the State of Florida (the “State”). Since she took office, Attorney General Moody has been heavily involved in leading both the State’s ongoing opioid litigation and several different negotiations with defendants in that litigation. As you are likely aware, Florida, thirteen other states, and litigation counsel representing counties and cities nationwide were able to reach two, multi-billion-dollar settlements. Since the announcement of those settlements, Attorney General Moody and attorneys general for the other leadership states have led a sign-on effort that saw forty-two states and six territories join that settlement.¹ We are now at the stage of the sign-on process where we must sign-on cities and counties, litigating and non-litigating, to see if participation is sufficient for the settlement to close.

From now until **January 2, 2022**, the State, litigation counsel, and others will likely be reaching out to you about this settlement. To make sure you, your administrator, your mayor or chair, and your commissioners have enough information about the settlement, the State has designed a webpage that has Florida specific information relating to the settlement. It can be found at <https://www.myfloridalegal.com/opioidsettlement>. The State website has state specific information including the amounts of money that your subdivision will receive under the settlement, the State MOU, the State Agreement, and other documents. In addition, litigation counsel for cities and counties has also created a website that has additional information on it as well. It can be found at <https://nationalopioidsettlement.com/>. In the next few days, you will receive by mail and e-mail a notice from the notice administrator if you are a county, a city with a population greater than 10,000 people, or a city with a population less than 10,000 people that is litigating against one or more of the settling defendants. That notice will have a unique identifier. For **subdivisions who receive a formal notice** (counties, cities more than 10,000 people, cities less than 10,000 people

¹ West Virginia previously settled its claims with the distributors. Oklahoma previously litigated to judgment its claims against Janssen and Johnson & Johnson.

who are litigating against these defendants) in order to participate in the settlement, you **must**:

First, go to the national settlement website, <https://nationalopioidsettlement.com/>, to register your county or city to receive in the coming weeks and months the documentation your subdivision will need to participate in the settlements.

Second, you must execute and submit all required documentation.

For **subdivisions who receive a formal notice** (counties, cities more than 10,000 people, cities less than 10,000 people who are litigating against these defendants) the required documentation will be submitted electronically utilizing the “DocuSign” service. In addition, we would ask you to print out your “DocuSign” participation documentation and upload it on Florida’s website. <https://www.myfloridalegal.com/opioidsettlement> . Once you reach the State’s webpage, click on the “learn more” button and follow the directions from there. As part of the registration process, your subdivision will need to identify, and provide the email address for, the individual who will be authorized to sign formal and binding documents on behalf of your subdivision.

For **subdivisions who do NOT receive a formal notice** (cities less than 10,000 people who are not litigating against these defendants), assuming the MOU is approved and the State Agreement is accepted, you may also join, but the process is slightly different. You **must**:

First, send an e-mail to fl.opioidlitigation@myfloridalegal.com and indicate that your city is interested in participating in the settlement. Please provide contact information where further information can be sent.

Second, you must execute and submit all required documentation, which will include Exhibit K from both settlement agreements, which is separately posted on the State’s webpage, <https://www.myfloridalegal.com/opioidsettlement>.

IF YOUR SUBDIVISION DOES NOT JOIN A SETTLEMENT BY JANUARY 2, 2022, IT WILL NOT RECEIVE ANY DIRECT BENEFIT FROM THAT SETTLEMENT UNLESS AND UNTIL IT JOINS AND SUBSEQUENTLY JOINING CITIES AND COUNTIES WILL LOSE OUT ON AMOUNTS PAID IN THE INTERIM.

NEXT STEPS

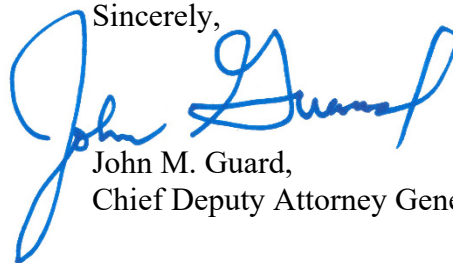
These settlements require that you take affirmative steps to ‘opt in’ to the settlements. If you do not act, you will not receive any settlement funds and you will not contribute to reaching the participation thresholds that will deliver maximum amount of abatement funds to your State.

First, register your subdivision on either the national settlement website, if you receive formal notice, or by e-mail to the address above, if your city has less than 10,000 people. Registration will ensure that information and documents required to participate can be sent to you. You will need the email address of the person who will be authorized to sign on behalf of your subdivision. This is the only action item needed at this time.

Second, have whatever process that your county or city utilizes begin to review the materials on the websites concerning the settlement agreement terms, allocation and other matters. Develop a list of questions for your counsel or the Attorney General’s Office. In the very near future, your subdivision will need to begin the process of deciding whether to participate in the proposed settlements and subdivisions are encouraged to work through this process well before the deadline to be an initial participating subdivision. Again, the Attorney General’s Office, your counsel, and other contacts within the state are available to discuss the specifics of the settlements within your state and we encourage you to discuss the terms and benefits of the settlements with them.

Third, monitor your email for further communications, which will include a Participation Agreement, Release, (where applicable) a model Resolution, and instructions on executing using DocuSign, if applicable.

We urge you to view the national settlement website and the Florida website at your earliest convenience. If you have questions for Florida Office of Attorney General please send an e-mail to fl.opioidlitigation@myfloridalegal.com. Like we have done at every stage of this process, we will be scheduling calls to answer your and your commissioners’ and administrators’ questions. We will have multiple calls and ask your help in ensuring that the Sunshine Law is complied with.

Sincerely,

John M. Guard,
Chief Deputy Attorney General