
CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

March 15, 2021 at 6:00 PM

Venue: Columbia County School Board Administrative Complex Auditorium

AGENDA

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

CMT instructions are located at the end of this Agenda.

Pledge of Allegiance

Invocation - Council Member Eugene Jefferson

Ladies and Gentlemen;

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

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

Roll Call

Proclamations - None

Minutes - None

Approval of Agenda

Approval of Consent Agenda

- [1.](#) Approval of Bid#ITB-007-2021 - Aviation Annual Fuel Contract. The City received four (4) bids for ITB-007-2021. Titan Aviation was the low bidder. Procurement recommends to award contract to Titan Aviation.

Presentations

- [2.](#) Fred Handy, NE State Drinking Water Circuit Rider Florida Rural Water Association - Open Forum Discussion - Hydrogen peroxide system used by High Springs for Water Treatment.

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.

Old Business - None

New Business

Ordinances - None

Resolutions

- [3.](#) City Council Resolution No. 2021-025 - A resolution of the City Council of the City of Lake City, Florida, appointing members to serve on the Utility Advisory Committee to the City Council, as created by the Code of the City of Lake City, Florida; repealing all resolutions in conflict; and providing an effective date.
- [4.](#) City Council Resolution No. 2021-027 - A resolution of the City Council of the City of Lake City, Florida, appointing members to serve on the Community Redevelopment Advisory Committee; repealing all resolutions in conflict; and providing an effective date.
- [5.](#) City Council Resolution No. 2021-039 A resolution of the City Council of the City of Lake City, Florida, authorizing the City, by and through the Lake City Police Department, to enter into a Memorandum of Understanding with the Department of Children and Families for future criminal investigations.
- [6.](#) City Council Resolution No. 2021-040 - A resolution of the City Council of the City of Lake City, Florida, ratifying the Mayor's extension of the State of Emergency arising from the Covid-19 Public Health Emergency.

- [7.](#) City Council Resolution No. 2021-041 - A resolution of the City Council of the City of Lake City, Florida, authorizing Task Assignment Number Two to the Continuing Contract with Gmuer Engineering, LLC, a Florida Limited Liability Company, for the replacement and extension of water mains serving the Columbia High School at a cost not-to-exceed \$8,100.00.
- [8.](#) City Council Resolution No. 2021-042 - A resolution of the City Council of the City of Lake City, Florida, authorizing the acceptance of a grant award in an amount of up to \$322,000.00, from the State of Florida, Department of Environmental Protection, for the reimbursement of allowable costs associated with the removal of sand and grit from the St. Margaret's Wastewater Treatment Facility.
- [9.](#) City Council Resolution No. 2021-043 - A resolution of the City Council of the City of Lake City, Florida, amending Section 2-32 of the City Code relating to the calling of special meetings; repealing all resolutions in conflict; and providing an effective date.

Departmental Administration

- [10.](#) Discussion and Possible Action - Sale of property located at 915 NW Eadie Street (Dave Young)
- [11.](#) Discussion and Possible Action - Experimental Aircraft Association B-17 Tour Host - March 26th - 28th, 2021 (Brad Byrd)

Comments by Council Members

Adjournment

Zoom CMT Information

Place: Due to COVID-19 the meeting will also be held via communications media technology.

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

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

Meeting ID: 851 4391 0809#

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

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

Meeting ID: 851 4391 0809#

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

Public Participation

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

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

Instructions for meeting attendance and participation are also available at www.lcfla.com under the calendar entry for the corresponding City Council Regular Session Meeting.

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

Contingency Information

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

The public may attend the contingency plan meeting as follows:

1-844-992-4726 (toll free)

Enter access code: 173 541 6832#

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

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

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. Approval of Bid#ITB-007-2021 - Aviation Annual Fuel Contract. The City received four (4) bids for ITB-007-2021. Titan Aviation was the low bidder. Procurement recommends to award contract to Titan Aviation.

**CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND TITAN
AVIATION FUELS, FOR THE AVIATION FUELS ANNUAL CONTRACT**

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 Titan Aviation Fuels, whose mailing address is 601 N McCarthy Blvd, New Bern, North Carolina 28562 (herein referred to as "Contractor").

WHEREAS, the City requires an annual contract for aviation fuel for the Gateway Municipal Airport (hereinafter the "Airport"); 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, the City invited bids through an Invitation to Bid (ITB-007-2021) and the Contractor was selected as the lowest responsible bidder; and

WHEREAS, the City desires to enter into a contract with the Contractor to memorialize the intentions and obligations of the City and Contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Recitals**: The above recitals are all true and accurate and are incorporated herein and made a part of this 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 and/or employee thereof who shall be duly authorized to act on the City's behalf relative to this Contract.

b. "CONTRACT" means the terms, conditions, and covenants expressed herein in addition to all the terms, conditions, and covenants of Invitation to Bid and its addendum (hereinafter collectively referred to as "ITB-007-2021" or "ITB"), reasonably inferred to the City and general conditions, all of which are incorporated herein and made an essential part of this agreement between the parties.

c. "CONTRACTOR" 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/or work of sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all amendments to this Contract.

d. "SERVICES" means professional services for the purchase and installation of aviation fuel, the services and responsibilities listed within the ITB.

e. "SUB-CONTRACTOR" means any individual or firm offering

professional services which is engaged by the Contractor or one of its sub-contractors in providing and performing the professional services, work and materials for which the Contractor is contractually obligated, responsible and liable to provide and perform under this Contract and any and all amendments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the Contractor and any sub-contractor or any sub-sub-contractor.

f. "PARTIES" means the signatories to this Contract.

3. **Engagement of Contractor:** City hereby engages Contractor to provide City with the services identified herein and within the ITB.

4. **Term of Contract:** The term of this Contract shall be for three (3) years. The City reserves the right to extend the contract period for two (2) additional one (1) year periods upon mutual agreement with the Contractor. The Contractor shall not commence any work until the Contractor has provided the City's Procurement Department with proof of insurance coverages.

5. **Compensation and Method of Payment:** City agrees to pay the Contractor compensation for its services rendered to the City not to exceed the amount shown in the pricing sheet attached hereto as "Exhibit A".. Payment to the Contractor will be made in accordance with F.S. 218.70 "Local Government Prompt Payment Act" upon receipt of the invoice, assuming there are no contested amounts with the invoice.

6. **Insurance:** Contractor agrees to and shall procure and maintain insurance during the term of this Contract and shall provide proof of the following insurance coverages, in addition to any listed in the ITB, to the City Procurement Department prior to the commencement of work:

- a. Comprehensive commercial general liability insurance covering as insured the Contractor and City with limits of liability of not less than \$1,000,000.00 per occurrence and aggregate, for coverage of bodily injury or death to any person or persons, property damage, premises-operations, independent contractors, products/completed operations; and
- b. Comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles with coverage limits of not less than the limits provided for in the ITB; and
- c. Worker's compensation insurance for the benefit of the employees of Contractor, as required by the laws of the State of Florida; and

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. This Contract does not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability or obligations under the Contract. All insurance policies shall be through Insurers authorized to write policies in Florida. All certificates shall provide that the policy or policies of insurance shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to City. As to

insurance other than workers compensation and professional liability insurance, the coverage shall name City as an additional insured for City's vicarious liability resulting from the conduct of Contractor and other employed or utilized sub-Contractors in the performance of the services.

7. **Indemnity:** Contractor is an independent contractor and agrees to indemnify, and hold harmless the City and its agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character caused by or brought because of any injury or damage received or sustained by any person, persons, or property caused by or resulting from any asserted negligent act, errors, or omissions of Contractor or its agents, employees, or sub-contractors.

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

Notwithstanding any other provisions of this Contract, neither party will be responsible to the other party for consequential damages, including, but not limited to, loss of profit, loss of investment or business interruption.

8. **Liability:** The Contractor shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the City caused by the errors, omissions, negligence or delays of the Contractor, or by any sub-contractor engaged by the Contractor in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all damages, losses, and expenses to the City caused by the Contractor's

negligent performance of any of its obligations contained in this Contract. The Contractor shall be liable and agrees to be liable for and shall indemnify and hold City harmless for any and all claims, suits judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the Contractor's errors, omissions, negligence, breaches of contract or delays, or those of any and all sub-contractors engaged by the Contractor during the providing, performing and furnishing of services or materials pursuant to this Contract.

9. **Licenses and Compliance with Regulations:** The Contractor agrees to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any federal and state boards and other governmental agencies responsible for regulating and licensing the services provided and performed by Contractor pursuant to this Contract.

Contractor agrees to and will abide by and comply in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any and all governmental agencies which may regulate or have jurisdiction over the services to be provided and performed by Contractor for the City, and by any sub-contractor engaged by the Contractor.

10. **Timely Accomplishment of Services:** The timely and expeditious accomplishment and completion by the Contractor of all services provided pursuant to this Contract is of the essence. The Contractor agrees to employ, engage, retain, and assign an adequate number of personnel

throughout the period of this Contract so that all services provided pursuant to this Contract will be provided, performed and completed in a diligent, continuous, expeditious and timely manner throughout.

11. **Controlling Law:** This Contract is to be governed by the laws of the State of Florida. If any term or provision of the Contract is found to be illegal or unenforceable such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. It is further agreed and understood that in the event of any dispute between the City and Contractor arising out of any interpretation or compliance with any of the terms, conditions, and requirements of this Contract proper venue for filing any lawsuit with respect to any such disputes shall lie in Columbia County, Florida. It is intended and understood that this venue provision shall survive any bankruptcy filing.

12. **Attorneys' Fees and Costs:** In the event of default by either party under the terms of the Contract, the defaulting party shall be liable for, and agrees to pay all costs and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees as well as fees, costs, and expenses in the collection of said expenses.

13. **Other litigation:** The Contractor shall notify the City of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within thirty (30) days of the action being filed. The Contractor shall notify the City of any legal actions filed against it by a government subdivision or for any claims of sub-Contractors or materialmen. Failure to notify the City of a legal action within thirty (30) days of the action shall

be grounds for termination.

14. **Public Records:** The Contractor shall comply with all public records laws.

a. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

City Clerk, City of Lake City
205 North Marion Avenue
Lake City, Florida 32055
386-719-5826 or 386-719-5756

b. The Contractor shall comply with public records laws, specifically the Contractor shall:

1. Keep and maintain public records required by the City to perform the services.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119 of Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

If the Contractor considers any portion of any documents, data, or records submitted to the City to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other law, Contractor must simultaneously provide the City with a separate redacted copy of the information it claims as confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and it shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claim are confidential, proprietary, trade secret or otherwise not subject to disclosure.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

5. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

15. **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.

16. **Entire Agreement:** Incorporated herein, and made a part hereof, are the Invitation to Bid (ITB-007-2021) and all addendum, and all attachments thereto, and the Contractor's response to the ITB. With those incorporations, this Contract constitutes the entire agreement between City and Contractor and supersedes all prior written or oral understandings. Should any term or condition of the documents referenced within this paragraph be found to conflict with a term or condition of this contract the term or condition of this contract shall prevail and be binding. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

17. **Effective and Binding:** This Contract shall not become effective or binding upon City unless and until the City Council of City shall have authorized the Mayor of the City to execute the same by the adoption of an

official resolution.

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

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt,
Mayor

ATTEST:

By: _____
Audrey Sikes, City Clerk

Approved as to form and legality:

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

TITAN AVIATION FUELS

By: _____
Robert Stallings, IV, President



AVIATION FUELS ANNUAL CONTRACT

ITB-007-2021

Opened on 02/18/2021 @2:00 p.m. online at Procurenw.

ITEM 1: AVIATION FUELS

AVGAS

Based on approximately 40,000 - 60,000 gallons per year.

1. Location of closest primary terminal which will be used:
2. Avgas (rack price) cost per gallon at closest primary terminal on:
October 1, 2020
November 1, 2020
December 1, 2020
3. Fixed mark-up (per gallon) in cents based on no minimum.
4. Fixed freight cost (per gallon)

Total Price per Gallon

Rack Price Date of January 31, 2021

JET A WITH PRIST PREMIXED

Based on approximately 60,000 - 100,000 gallons per year.

1. Location of closest primary terminal which will be used:
2. Jet A (rack price) cost per gallon at closest primary terminal on:
October 1, 2020
November 1, 2020
December 1, 2020
3. Fixed markup in cents (per gallon) based on no minimum
4. Fixed freight cost (per gallon)

Total Price per Gallon

Rack Price Date of January 31, 2021

Titan Aviation Fuels
601 McCarthy Blvd
Newbern, NC 28561
(972) 358-6809

Tampa, FL

2.2270

2.1394

2.2549

0.0300

0.1365

2.5176

2.3511

Cape Canaveral, FL

1.1122

1.1944

1.3597

0.0200

0.1246

1.6187

1.4741

File Attachments for Item:

2. Fred Handy, NE State Drinking Water Circuit Rider Florida Rural Water Association - Open Forum Discussion - Hydrogen peroxide system used by High Springs for Water Treatment.

MEETING DATE
March 15, 2021


CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT:

DEPT / OFFICE:

Originator: Joseph Helfenberger		
City Manager Joseph Helfenberger 	Department Director Michael Osborn	Date March 8, 2021
Recommended Action: Consider the recommendation to reduce the amount of water flushing that the City Water Department does by substituting a hydrogen peroxide system for water treatment.		
Summary Explanation & Background: Currently, the City Water Department uses an ammonia injection system to treat city water. This method requires significant flushing of water on our dead ends. If the City switches to a hydrogen peroxide system for water treatment, there is a strong possibility that a significant amount of water will not have to be flushed onto the ground. This conservation of water would be available to help meet the City's growing water needs. Mr. Handy will conduct a question and answer session. He will discuss how the hydrogen peroxide system has helped High Springs, Perry, and other communities.		
Alternatives: The City needs to explore all alternative water uses in order to meet a growing demand for City water.		
Source of Funds: This is a preliminary discussion. Additional engineering needs to determine the cost and timing of converting the City's water treatment system.		
Financial Impact: Unknown at this time.		
Exhibits Attached: None		

File Attachments for Item:

3. City Council Resolution No. 2021-025 - A resolution of the City Council of the City of Lake City, Florida, appointing members to serve on the Utility Advisory Committee to the City Council, as created by the Code of the City of Lake City, Florida; repealing all resolutions in conflict; and providing an effective date.

CITY COUNCIL RESOLUTION NO. 2021-025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, APPOINTING MEMBERS TO SERVE ON THE UTILITY ADVISORY COMMITTEE TO THE CITY COUNCIL, AS CREATED BY THE CODE OF THE CITY OF LAKE CITY, FLORIDA; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lake City, Florida (hereinafter the “City”) created and established the composition of the Utility Advisory Committee (hereinafter the “Utility Committee”); and

WHEREAS, the Utility Committee has been created to study, evaluate, and recommend to the City Council the various services and facilities needed to provide the citizens of the City the most efficient and effective government; and

WHEREAS, the Utility Committee shall consist of two City Councilmembers, together with non-Councilmembers to be appointed by the Mayor with the consent and approval of the City Council, and pursuant to section 2-48, Code of the City of Lake City, Florida, the Mayor may serve as an ex-officio member; and

WHEREAS, members of the Utility Committee are to be appointed for a two-year term; and

WHEREAS, the City Council considered and discussed the composition of the Utility Committee during public meetings and voted on an oral motion during the February 1, 2021 meeting of the City Council; and

WHEREAS, having considered the foregoing the Mayor finds that the best interests of the City are served by recommending the appointment of the following members to the Utility Committee for a term expiring at midnight on March 1, 2023:

(a) Councilmembers:

- i. Councilmember Chris Greene, Chairperson
- ii. Councilmember Todd Sampson

(b) Non-Councilmembers:

- i. Executive Director of Utilities of the City of Lake City
- ii. City Manager of the City of Lake City
- iii. Daniel Crapps

(c) Ex-officio member:

- i. Mayor Stephen M. Witt

WHEREAS, the City Council finds the approval of the members recommended by the Mayor to the Utility Committee to be in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and accurate and adopted and are hereby made a part of this resolution.

Section 2. The members recommended by the Mayor to serve on the Utility Committee are hereby approved and shall serve until midnight on March 1, 2023.

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 immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council on this ____ day of March 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

File Attachments for Item:

4. City Council Resolution No. 2021-027 - A resolution of the City Council of the City of Lake City, Florida, appointing members to serve on the Community Redevelopment Advisory Committee; repealing all resolutions in conflict; and providing an effective date.

CITY COUNCIL RESOLUTION 2021-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, APPOINTING MEMBERS TO SERVE ON THE COMMUNITY REDEVELOPMENT ADVISORY COMMITTEE; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 2011-2011 created and established the Community Redevelopment Advisory Committee as a standing advisory committee of the City Council; and

WHEREAS, it is necessary that the members of the community redevelopment advisory committee be appointed for a two-year term retroactively to December 1, 2020; and

WHEREAS, pursuant to the City Code, the Mayor appoints the members identified herein to the community redevelopment advisory committee for a term of two (2) years to expire at midnight on November 30, 2022; and

WHEREAS, the City Council finds the appointments of the Mayor to the community redevelopment advisory committee to be in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and accurate and adopted and are hereby made a part of this resolution.

Section 2. Community Redevelopment Advisory Committee.

- (a) The following persons are hereby appointed to fulfill the positions of mayor and councilmember to serve on the Community Redevelopment Advisory Committee:
 - i. Councilmember Eugene Jefferson – chairperson
 - ii. Mayor Stephen M. Witt
- (b) The following persons are hereby appointed as the six non-council members to serve on the Community Redevelopment Advisory Committee:
 - i. Lee Ann Hires
 - ii. Lester McKellum
 - iii. Janet Moses
 - iv. Gloria Spivey
 - v. Dennille Decker
 - vi. Melinda Moses

Section 3. Term of Appointment. The members of the foregoing advisory committee are hereby appointed for a term commencing retroactively to December 1, 2020 and expiring at midnight on November 30, 2022. Members of the foregoing advisory committee may be re-appointed by the Mayor to serve additional terms with the consent and approval by resolution of the City Council. Vacancies occurring on any of the standing committees for reasons other than the expiration of a member's term shall be filled in the same manner as the original appointments are made and shall be filled for the unexpired terms of the member whose place has become vacant.

Section 4. Conflict. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 5. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council on this ____
__ day of March 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

File Attachments for Item:

5. City Council Resolution No. 2021-039 A resolution of the City Council of the City of Lake City, Florida, authorizing the City, by and through the Lake City Police Department, to enter into a Memorandum of Understanding with the Department of Children and Families for future criminal investigations.

CITY COUNCIL RESOLUTION NO. 2021-039

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE CITY, BY AND THROUGH THE LAKE CITY POLICE DEPARTMENT, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE DEPARTMENT OF CHILDREN AND FAMILIES FOR FUTURE CRIMINAL INVESTIGATIONS.

WHEREAS, the Lake City Police Department (hereinafter the "LCPD") has determined a need to establish operational protocols for the joint investigation of abuse reports involving criminal allegations with the Florida Department of Children and Families (hereinafter "DCF"); and

WHEREAS, the City of Lake City, Florida (hereinafter the "City"), by and through the LCPD desires to enter into a Memorandum of Understanding with the DCF to coordinate services to the families of the City through cooperation, collaboration, and the sharing of appropriate information by agencies within this jurisdiction; and

WHEREAS, the City desires to participate with DCF pursuant to the terms and conditions of a Memorandum of Understanding ("MOU"), a copy of which is attached hereto as "Exhibit A" 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 and its Police Department are hereby authorized to enter into the MOU with DCF.

Section 3. The Mayor, and the applicable City administration are authorized to execute the MOU for, and on behalf of, the City and the LCPD.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of March 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING (MOU)** is made and entered into by the **FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES** (hereinafter, “DCF”); and

LAKE CITY POLICE DEPARTMENT, the jurisdictionally responsible county sheriff’s office or local police department, (hereinafter, Law Enforcement Agency [LEA]);

WHEREAS, the Parties seek to make the most efficient use of their powers by cooperation with other entities on a basis of mutual advantage and otherwise to comply with section 39.306, F.S.

NOW THEREFORE, the Parties agree as follows:

1. INITIAL TERM AND INTEGRATION

The initial term begins the latter of the date set forth herein or the date the MOU is signed by all Parties. The MOU and any attached or incorporated documents are the entire agreement between the Parties, superseding all prior discussions, representations, or agreements of the Parties related hereto.

2. PURPOSE

This MOU achieves the Parties’ duties under §39.306, F.S.

3. DEFINITIONS

Unless otherwise provided, definitions utilized in this agreement are found in §39.01, F.S.

“Criminal conduct” is defined in §39.301(2)(b), F.S.

4. THE PARTIES AGREE:

- a. The safety of the victim is of primary concern.
- b. To conduct joint investigations and share information on an on-going and continuous basis.
- c. To develop, implement, and provide training on joint investigative protocols and protocols for the assessment of family violence and sexual violence during abuse investigations and the assessment of abuse during investigations.
- d. To collaborate when a child is missing to timely ensure the child’s entry as a missing child in the Florida Crime Information System and the National Crime Information System, and exert due diligence in the child’s safe recovery. DCF and the LEA shall contemporaneously share information to aid in a safe recovery of the missing child.

5. THE LEA AGREES:

- a. Upon receipt of a written report of an allegation of criminal conduct from DCF, to review the written report to determine if criminal investigation is warranted. If the LEA pursues criminal investigation, it shall coordinate its investigative activities with DCF. The LEA shall immediately notify DCF in writing if it does not accept the case for criminal investigation.
- b. If the LEA pursues criminal investigation, to notify DCF when a protective investigator may interview the alleged perpetrator. The results of LEA interviews resulting from the criminal investigation shall be shared with DCF.
- c. To have procedures for accepting DCF information and transferring it to other appropriate law enforcement entities.
- d. Upon notice that a child is missing, to immediately inform all on-duty law enforcement officers of the missing child report, communicate the report to every appropriate law enforcement entity, and within 2 hours of receipt, transmit the report for inclusion within the Florida Crime Information Center and the National Crime Information Center database pursuant to section 937.021(4)(a), F.S. A court order is not a precondition for the acceptance of the report. Id.

6. DCF AGREES:

- a. To immediately forward allegations of criminal conduct to the LEA.
- b. To coordinate the protective investigation with the LEA.
- c. To immediately orally notify the LEA and provide a written report within three business days thereafter, upon learning:
 - i. The immediate safety or well-being of a child is endangered;
 - ii. The family under investigation is likely to flee;
 - iii. A child died as a result of abuse, abandonment, or neglect;
 - iv. A child is a victim of aggravated child abuse as defined in s. 827.03; or
 - v. A child is a victim of sexual battery or of sexual abuse.
- d. If requested by the LEA, DCF will not interview the alleged perpetrator except as authorized per 5.b.
- e. To assess the immediate safety of the children and take the necessary actions to ensure their continued safety. DCF will determine and implement the necessary services to support the family.
- f. To refer “false reports” to the LEA upon the consent of the person originally identified as the alleged perpetrator pursuant to section 39.205(8), F.S.
- g. To report all child-on-child sexual allegations to the LEA within 48 hours of receipt pursuant to section 39.201(2)(c)1., F.S.
- h. To timely provide records and any requested information to the LEA when a child has been reported missing.

7. SUSPENSION AND TERMINATION

Any Party may, at its sole discretion, suspend any or all activities under the MOU and may terminate the MOU with 30 days advance written notice to the other Parties.

8. NOTICES

All notices required under the MOU must be delivered in writing to the designated contact person in a manner identified by the DCF. The initial designated contact person for each party is their signatory to this MOU. A designated contact person may be changed by notice.

9. COMPLIANCE WITH LAWS

The Parties will comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of the MOU, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Parties will comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

10. DISPUTE RESOLUTION

Any dispute concerning the MOU will be discussed among the Parties. Unless resolved by the Parties, the matter will be decided by the Department's designated contact person, who will reduce the decision to writing and deliver a copy to the Parties.

11. ASSIGNMENT

Except for transfers of the Department's responsibilities due to a Department statutory reorganization, such as a transfer under section 20.06, Florida Statutes, the Parties will not sell, assign, or transfer any of their rights, duties, or obligations under the MOU without the prior written notice to and approval of the other Parties.

12. MODIFICATION AND SEVERABILITY

The MOU may only be modified by written agreement between the Parties.

13. INDEMNIFICATION

To the extent permitted by Florida law, each Party agrees to indemnify, defend, and hold the other Party and their officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the other Party, their employees, agents, subcontractors, assignees, or delegates related to the MOU. The MOU does not constitute a waiver of sovereign immunity or consent by LEA, DCF, the State of Florida, or its

Memorandum of Understanding – DCF and City of Lake City Police Department

subdivisions, to suit by third parties.

EACH PARTY AGREES TO THIS MOU BY SIGNATURE BELOW.

Signed: _____

Printed Name: _____

Title: _____

Lake City Police Department

Date: _____

Signed: _____

Printed Name: _____

Title: _____

Florida Department of Children and Families

Date: _____

File Attachments for Item:

6. City Council Resolution No. 2021-040 - A resolution of the City Council of the City of Lake City, Florida, ratifying the Mayor's extension of the State of Emergency arising from the Covid-19 Public Health Emergency.

CITY COUNCIL RESOLUTION NO. 2021-040

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKE CITY, FLORIDA, RATIFYING THE MAYOR'S
EXTENSION OF THE STATE OF EMERGENCY ARISING
FROM THE COVID-19 PUBLIC HEALTH EMERGENCY.**

WHEREAS, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

WHEREAS, on March 1, 2020, the Governor issued Executive Order number 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

WHEREAS, on April 3, 2020, the Governor issued Executive Order 20-91 and Executive Order 20-92 directing all persons in Florida to limit their movements and personal interactions outside of their home only to those necessary to obtain or provide essential services or conduct essential activities; and

WHEREAS, on April 29, 2020, the Governor issued Executive Order 20-112 initiating "Phase 1: Safe. Smart. Step-by-Step. Plan for Florida's Recovery"; and

WHEREAS, on May 8, 2020, the Governor issued Executive Order 20-114 extending the statewide state of emergency until July 7, 2020; and

WHEREAS, on June 5, 2020, the Governor's Executive Order 20-139 initiated "Phase 2: Safe. Smart. Step-by-Step. Plan for Florida's Recovery" and extended the exceptions provided for in Executive Order 20-69, relating to local government meetings, until June 30, 2020; and

WHEREAS, on July 7, 2020, the Governor issued Executive Order 20-166 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-69, until September 5, 2020; and

WHEREAS, on July 29, 2020, the Governor issued Executive Order 20-179 amending order 20-69 creating statutory exceptions related to budget hearings and extending the statewide state of emergency until September 1, 2020; and

WHEREAS, on August 7, 2020, the Governor issued Executive Order 20-193 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-69, until October 1, 2020; and

WHEREAS, on September 4, 2020, the Governor issued Executive Order 20-213 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-52; and

WHEREAS, on September 30, 2020, the Governor issued Executive Order 20-246 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-69; and

WHEREAS, on November 3, 2020, the Governor issued Executive Order 20-276 extending the statewide state of emergency until January 2, 2021; and

WHEREAS, on December 29, 2020, the Governor issued Executive Order 20-316 extending the statewide state of emergency until February 27, 2021; and

WHEREAS, on February 26, 2021, the Governor issued Executive Order 21-45 extending the statewide state of emergency until 12:01 a.m. on April 27, 2021; and

WHEREAS, the CDC continues to recommend community preparedness and everyday prevention measures be taken by all individuals and families in the United States; and

WHEREAS, pursuant to City Council Resolution 2020-45 the Mayor is authorized to extend the City's state of emergency related to COVID-19, and the Mayor has issued his Proclamation extending the current state of emergency, a copies of which are attached hereto as "Exhibit A and Exhibit B"; and

WHEREAS, the City Council, in order to protect the welfare and safety of the citizens of the City and their property, finds it necessary to ratify the Mayor's extension of the state of emergency proclaimed by the Mayor.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The City Council ratifies and extends the state of emergency declared pursuant to the Mayor's Proclamations as well the provisions included in City Council Resolution 2020-033.

Section 3. This resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of March 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

Proclamation

STATE OF EMERGENCY EXTENSION COVID-19

WHEREAS, *COVID-19 continues to pose an imminent health hazard and an increased risk of infection to residents of the County and healthcare, first responders, and emergency medical service workers caring for patients with COVID-19; and*

WHEREAS, *COVID-19 is spread amongst the population by various means of exposure, including the propensity to spread person to person and the propensity to attach to surfaces for prolonged periods of time, thereby spreading from surface to person and causing increased infections to persons; and*

WHEREAS, *public health experts have consistently recommended avoiding close physical interaction between person in order to slow the spread of COVID-19, and the CDC has updated and further restricted its distancing guidelines; and*

WHEREAS, *on April 16, 2020, the White House and Centers for Disease Control and Prevention ("CDC") released Guidelines for Opening Up America Again, a three-phased approach based on the advice of public health experts; and*

WHEREAS, *data collected by the State Department of Health indicates a flattening of the curve of COVID-19 reported cases, including a downward trajectory of hospital visits for influenza like illnesses and COVID-19 like syndromic cases, a decrease in percent-positive test results, and an increase in hospital capacity since March 1, 2020; and*

WHEREAS, *City Council Resolution 2020-045 extended the state of emergency and vested the authority to extend the state of emergency in the Mayor; and*

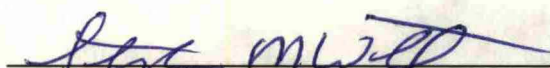
WHEREAS, *this Proclamation is issued to extend the state of emergency for seven (7) days effective March 2, 2021.*

NOW, THEREFORE, I, Stephen M. Witt, Mayor of the City of Lake City, Florida, do hereby extend the State of Emergency due to the COVID-19 health concerns for an additional seven (7) days effective March 2, 2021.



Seal of the City of Lake City
State of Florida

In witness whereof I have hereunto set my hand and caused this seal to be affixed this 2nd day of March 2021.


Stephen M. Witt, Mayor
City of Lake City

Proclamation

STATE OF EMERGENCY EXTENSION COVID-19

WHEREAS, *COVID-19 continues to pose an imminent health hazard and an increased risk of infection to residents of the County and healthcare, first responders, and emergency medical service workers caring for patients with COVID-19; and*

WHEREAS, *COVID-19 is spread amongst the population by various means of exposure, including the propensity to spread person to person and the propensity to attach to surfaces for prolonged periods of time, thereby spreading from surface to person and causing increased infections to persons; and*

WHEREAS, *public health experts have consistently recommended avoiding close physical interaction between person in order to slow the spread of COVID-19, and the CDC has updated and further restricted its distancing guidelines; and*

WHEREAS, *on April 16, 2020, the White House and Centers for Disease Control and Prevention ("CDC") released Guidelines for Opening Up America Again, a three-phased approach based on the advice of public health experts; and*

WHEREAS, *data collected by the State Department of Health indicates a flattening of the curve of COVID-19 reported cases, including a downward trajectory of hospital visits for influenza like illnesses and COVID-19 like syndromic cases, a decrease in percent-positive test results, and an increase in hospital capacity since March 1, 2020; and*

WHEREAS, *City Council Resolution 2020-045 extended the state of emergency and vested the authority to extend the state of emergency in the Mayor; and*

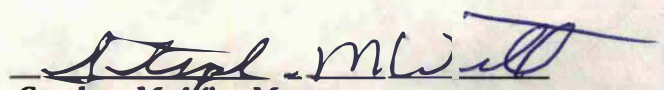
WHEREAS, *this Proclamation is issued to extend the state of emergency for seven (7) days effective March 9, 2021.*

NOW, THEREFORE, I, Stephen M. Witt, Mayor of the City of Lake City, Florida, do hereby extend the State of Emergency due to the COVID-19 health concerns for an additional seven (7) days effective March 9, 2021.



Seal of the City of Lake City
State of Florida

In witness whereof I have hereunto set my hand and caused this seal to be affixed this 9th day of March 2021.


Stephen M. Witt, Mayor
City of Lake City

File Attachments for Item:

7. City Council Resolution No. 2021-041 - A resolution of the City Council of the City of Lake City, Florida, authorizing Task Assignment Number Two to the Continuing Contract with Gmuer Engineering, LLC, a Florida Limited Liability Company, for the replacement and extension of water mains serving the Columbia High School at a cost not-to-exceed \$8,100.00.

CITY COUNCIL RESOLUTION NO. 2021-041

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING TASK ASSIGNMENT NUMBER TWO TO THE CONTINUING CONTRACT WITH GMUER ENGINEERING, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE REPLACEMENT AND EXTENSION OF WATER MAINS SERVING THE COLUMBIA HIGH SCHOOL AT A COST NOT-TO-EXCEED \$8,100.00.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) entered into a Continuing Contract for Professional Services with Gmuer Engineering, LLC (hereinafter “Gmuer”), as authorized by City Council Resolution No. 2019-025 with respect to engineering and consulting services for City projects; and

WHEREAS, the Continuing Contract provides that Gmuer shall perform services to the City only when requested and authorized in writing by the City, and that each request for services shall be for a specific project with the scope of the work to be defined by and embodied in a separate Task Assignment; and

WHEREAS, the City Council desires to enter into Task Assignment Number Two to its Continuing Contract with Gmuer for the replacement and extension of water mains serving the Columbia High School in accordance with the terms and conditions of Task Assignment Number Two, a copy of which is attached hereto as “Exhibit A” and made a part of this resolution and the Continuing Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are made a part of this resolution.

Section 2. The City Council hereby authorizes the execution of Task Assignment Number Two with Gmuer 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 Two 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 Two 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 Gmuer shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions, if any.

PASSED AND ADOPTED at a meeting of the City Council on this ____ day of March 2021.

CITY OF LAKE CITY, FLORIDA

By:_____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By:_____
Audrey E. Sikes, City Clerk

By:_____
Frederick L. Koberlein, Jr.,
City Attorney

EXHIBIT A

TASK ASSIGNMENT TWO TO THE CONTINUING CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA AND GMUER ENGINEERING, LLC, FOR PROFESSIONAL SERVICES RELATED TO ENGINEERING AND CONSULTING.

THIS TASK ASSIGNMENT NUMBER TWO is made and entered into this ____ day of March 2021, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter referred to as the "City") and GMUER ENGINEERING, LLC, a Florida limited liability company, having a mailing address of 1135 NW 23rd Ave, Suite G, Gainesville, Florida 32609 (hereinafter referred to as "Consultant").

RECITALS

A. City and Consultant have heretofore entered into a Continuing Contract for professional services as authorized by City Council Resolution No. 2019-025 (the "Continuing Contract").

B. The Continuing Contract provides that Consultant shall perform services to the City only when requested to and authorized in writing by City and that each request for services shall be for a specific project, with the scope of the work to be performed by and compensation to be paid to Consultant for each separate project and be defined by and embodied in a separate Task Assignment.

C. The City is in need of the replacement and extension of water mains serving Columbia High School and desires to enter into Task Assignment Two with Consultant for such services pursuant to the terms and conditions

contained in Consultant's two-page proposal dated March 4, 2021 (hereinafter "Agreement"), a copy of which is attached as "Exhibit A".

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **RECITALS**: The above recitals are all true and accurate and are incorporated herein and made a part of Task Assignment Two.
2. **PROJECT**: The City hereby engages Consultant and Consultant agrees to furnish to the City the services and work as set forth in the Agreement, a copy of such being attached hereto.
3. **COMPENSATION TO CONSULTANT**: City shall pay Consultant a fee for each of the five (5) services listed in the section titled "Fee" of the Agreement and the total projected cost of the project shall not to exceed \$8,100.00. Consultant shall invoice the City in accordance with the terms and conditions included in the Continuing Contract and in no event more than once per calendar month and said fees shall equal a percentage of the completed work. Should a conflict in the terms and conditions arise the Continuing Contract shall be controlling.
4. **PROVISIONS OF CONTINUING CONTRACT**: The terms, provisions, conditions, obligations, and requirements of the Continuing Contract are incorporated in and made a part of this Task Assignment and shall be binding on, and complied with by, Consultant.

5. **ATTORNEYS' FEES AND COSTS.** In the event of breach by either party of the Continuing Contract or Task Assignment, the breaching party shall be liable for, and agrees to pay, all costs and expenses incurred in the enforcement of this Continuing Contract or Task Assignment Two, including reasonable attorneys' fees.

6. **ENTIRE AGREEMENT.** This Task Assignment Two and the Continuing Contract constitute the entire agreement between City and Consultant and supersedes all prior written or oral understandings with respect to the project. Should any of the provisions of this Task Assignment and the Continuing Contract conflict with the provisions of the attachments hereto, the provisions of this Task Assignment and the Continuing Contract shall control. This Task Assignment Two may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7. **PARTIES BOUND.** This Task Assignment Number Two shall be binding upon and shall inure to the benefit of City and Consultant, their successors and assigns.

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IN WITNESS WHEREOF, the parties hereto have made and executed this
Task Assignment Number Two 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

GMUER ENGINEERING, LLC

By: _____
Christopher A Gmuer
Authorized Member - President

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES **with Additions shown in Bold and Underlined**

THIS IS AN AGREEMENT effective as of **February 26, 2021** ("Effective Date") between **Lake City Distribution/Collections** ("Owner") and **Gmuier Engineering, LLC** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **Columbia High School Water Main Extension** ("Project").

Engineer's services under this Agreement are generally identified as follows: **Proposal dated February 26, 2021 regarding the Columbia High School Water Main Extension** ("Services").

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: **Dependent on the timing of information supplied by the Owner and Project design consultants, permitting schedules, and final information required for completion of deliverables.** If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. **Invoices:** Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. **Payment:** As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 Basis of Payment—Lump Sum

- A. Owner shall pay Engineer for Services as follows:
 1. A Lump Sum amount as outlined in the Services.
 2. In addition to the Lump Sum amount, reimbursement for the expenses outlined in the Services.
- B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 **Additional Services:** For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 Termination

- A. The obligation to continue performance under this Agreement may be terminated:
 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.

d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated 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 responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors,

methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to **\$50,000** or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in

resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law. **Owner and Engineer agree that any actions arising out of or related to this Agreement shall only be brought in a court of competent jurisdiction located in Alachua County, FL.**

- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

M. PURSUANT TO § 558.0035 FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Definitions

- B. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- C. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments: Appendix 1, Gmuere Engineering, LLC Standard Hourly Rates for 2020

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: _____

Engineer: Gmuere Engineering, LLC

By: _____

By: 

Print Name: _____

Print Name: Christopher A. Gmuere, PE

Title: _____ Date Signed: _____

Title: President Date Signed: February 26, 2021

Address for Owner's receipt of notices:

Engineer License Number: 71599

Address for Engineer's receipt of notices:

Email: _____ -and/or- _____

chrisg@gmuereeng.com -and/or- _____

2603 NW 13th Street, Box 314

Gainesville, FL 32609

This is **Appendix 1, Gmuer Engineering, LLC Standard Hourly Rates for 2020**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services.

Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:*

Billing Class	Rate
Principal Professional Engineer	\$ 175/hour
Senior Professional Engineer	\$ 150/hour
Professional Engineer	\$ 125/hour
Staff Engineer	\$ 75/hour
Senior CAD Designer	\$ 100/hour
CAD Designer	\$ 75/hour
CAD Assistant	\$ 50/hour
Senior Project Manager	\$ 100/hour
Project Manager	\$ 75/hour
Project Assistant	\$ 50/hour
Senior Planner	\$ 150/hour
Planner	\$ 100/hour
Planning Assistant	\$ 50/hour
Staff Assistant	\$ 40/hour

File Attachments for Item:

8. City Council Resolution No. 2021-042 - A resolution of the City Council of the City of Lake City, Florida, authorizing the acceptance of a grant award in an amount of up to \$322,000.00, from the State of Florida, Department of Environmental Protection, for the reimbursement of allowable costs associated with the removal of sand and grit from the St. Margaret's Wastewater Treatment Facility.

CITY COUNCIL RESOLUTION NO. 2021-042

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD IN AN AMOUNT OF UP TO \$322,000.00, FROM THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION, FOR THE REIMBURSEMENT OF ALLOWABLE COSTS ASSOCIATED WITH THE REMOVAL OF SAND AND GRIT FROM THE ST. MARGARET'S WASTEWATER TREATMENT FACILITY.

WHEREAS, the City of Lake City, Florida (hereinafter the "City"), applied for and has been awarded a grant from the State of Florida, Department of Environmental Protection, in the amount of up to three hundred twenty-two thousand dollars and zero cents (\$322,000.00) to remove sand and grit from the St. Margaret's wastewater treatment facilities (hereinafter the "Grant"); and

WHEREAS, the City Council finds that accepting the terms and conditions of the Grant, a copy of which is attached hereto as "Exhibit A", is in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The city administration is hereby authorized to accept the grant award from the State of Florida, Department of Environmental Protection, in an amount of up to three hundred twenty-two thousand dollars and zero cents (\$322,000.00) for allowable costs associated with the removal of sand and grit

from the St. Margaret's wastewater treatment facilities.

Section 3. The Mayor, or city administration, is authorized to execute any and all documentation relating to the Grant.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of March 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **St. Margaret WWTF Sand and Grit Removal** Agreement Number: **SG059**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Lake City** Entity Type: **Local Government**
Grantee Address: **250 N. Marion Avenue, Lake City, FL 32055** FEID: **59-6000352** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **July 31, 2022**

4. Project Number: Project Location(s): **FLA113956; Lat/Long (30.171, -82.644)**
(If different from Agreement Number)

Project Description: **The Grantee will contract with a company that has the necessary equipment to remove sand and grit from wastewater treatment facilities while the facility remains in operation.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$322,000.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Sand & Grit, GAA LI 1605, FY16-17, FGTF	\$322,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$322,000.00

6. Department's Grant Manager Name: **Jillian Bates** or successor
Address: **3900 Commonwealth Blvd.
Douglas Building MS-3602
Tallahassee, FL 32399-3000**
Phone: **850-245-2918**
Email: **jillian.bates@floridadep.gov**

Grantee's Grant Manager Name: **Cody Pridgeon** or successor
Address: **527 SW Saint Margarets St.
Lake City, FL 32055**
Phone: **386-758-5455**
Email: **pridgeonc@lcfla.com**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Lake City

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Stephen M. Witt - Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Trina Vielhauer, Director - Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Jillian Bates, DEP Grant Manager

Sandra Waters, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; (3) changing the current funding source as stated in the Standard Grant Agreement; and/or (4) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

Attachment 1

1 of 11

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting

Attachment 1

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period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and

to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing

resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

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20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole

option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form

number DFS-A2-NS) that can be found under the “Links/Forms” section appearing at the following website: <https://apps.fldfs.com/fsaa>.

- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both

Attachment 1

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Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. SG059**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is St. Margaret WWTF Sand and Grit Removal. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on February 1, 2021 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: St. Margaret WWTF Sand and Grit Removal

PROJECT LOCATION: The Project will be located in the City of Lake City within Columbia County; Lat/Long (30.171140, -82.643930). St. Margaret Wastewater Treatment Facility (WWTF) WAFR ID FLA113956.

PROJECT BACKGROUND: City of Lake City (Grantee) has documented sand and grit at the WWTF. Removing the sand and grit will not only restore the capacity of the system but will also improve treatment and increase the plant's efficiency.

PROJECT DESCRIPTION: The Grantee will contract with a company that has the necessary equipment to remove sand and grit from wastewater treatment facilities while the facility remains in operation. The ultimate disposal of the sand and grit removed is the responsibility of the Grantee and must be in compliance with applicable laws and rules.

TASKS:

All documentation should be submitted electronically unless otherwise indicated.

Task 1: Sand and Grit Removal Service

Deliverables: The Grantee will remove at least 80 % of the volume of sand and grit from each tank that has at least 10 % sand and grit by volume at the Grantee's wastewater treatment facility.

Documentation: The Grantee will submit a final report documenting the volume of sand and grit removed.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Sand and Grit Removal Service	Contractual Services	\$322,000	02/01/2021	01/31/2022
Total:			\$322,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A				\$	
Federal Program B					

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
Federal Program A	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:				
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description
Original Agreement	FDEP, Line Item 1605	2016-2017	37.075	Small Community Wastewater Treatment Grants
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description
Total Award				\$322,000

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	SG059
Project Title:	St. Margaret WWTF Sand and Grit Removal
Grantee Name:	City of Lake City
Grantee's Grant Manager:	Cody Pridgeon
Reporting Period:	Choose an item. Choose an item.

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task #1: Construction

- **Progress for this reporting period:** Add Text
- **Identify any delays or problems encountered:** Add Text

Indicate the completion status for the following task:

- Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

File Attachments for Item:

9. City Council Resolution No. 2021-043 - A resolution of the City Council of the City of Lake City, Florida, amending Section 2-32 of the City Code relating to the calling of special meetings; repealing all resolutions in conflict; and providing an effective date.

CITY COUNCIL RESOLUTION NO. 2021-043

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AMENDING SECTION 2-32 OF THE CITY CODE RELATING TO THE CALLING OF SPECIAL MEETINGS; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lake City, Florida (hereinafter the “City”) through Ordinance No. 2021-2178, amended the City Code of Ordinances (hereinafter the “City Code”) by amending the rules of meetings of the City Council and special standing committees; and

WHEREAS, the City Council finds that the necessity of three (3) councilmembers to call a special or emergency meeting of the council should be reduced to two (2) councilmembers; and

WHEREAS, the City Council finds that it is in the best interests of the City and the best interests of its citizens to amend the City Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and accurate and adopted and are hereby made a part of this resolution.

Section 2. That section 2-32 of the Code of the City of Lake City, Florida, is hereby amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

Article II. City Council

Section 2-32. – Special meetings.

The mayor, the city manager or ~~three~~two or more councilmembers may call special or emergency meetings of the council; provided, however, that each councilmember shall be given reasonable notice. Such notice shall be served upon each councilmember: personally, electronically, or left at his or her usual place of residence. The notice calling the special meeting shall state the date and hour of the meeting and the purpose for which such meeting is called, and no business shall be transacted at such meeting, except such as is stated in the notice.

Section 3. Conflict. All resolutions, or portions of resolutions, and approved motions of the City Council, found to be in conflict with this resolution are hereby repealed to the extent of such conflict.

FLK/aj
3/5/21

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

PASSED AND ADOPTED at a meeting of the City Council on this 16th day of March 2021.

CITY OF LAKE CITY, FLORIDA

By:
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By:
Audrey E. Sikes, City Clerk

By:
Frederick L. Koberlein, Jr.,
City Attorney

File Attachments for Item:

10. Discussion and Possible Action - Sale of property located at 915 NW Eadie Street (Dave Young)

Parcel: << 31-3S-17-05986-000 (26108) >>

Owner & Property Info

Owner	CITY OF LAKE CITY FLORIDA 205 N MARION AVE LAKE CITY, FL 32055		
Site	915 EADIE ST, LAKE CITY		
Description*	LOT 23 BLOCK 2 UNIT 1 GWEN LAKE ESTATES S/D. JOINT TENANT (DC JOHN S ANDERS SR 1322-379) WD 1324-1950,		
Area	0.284 AC	S/T/R	31-3S-17
Use Code**	MUNICIPAL IMP (8900)	Tax District	1

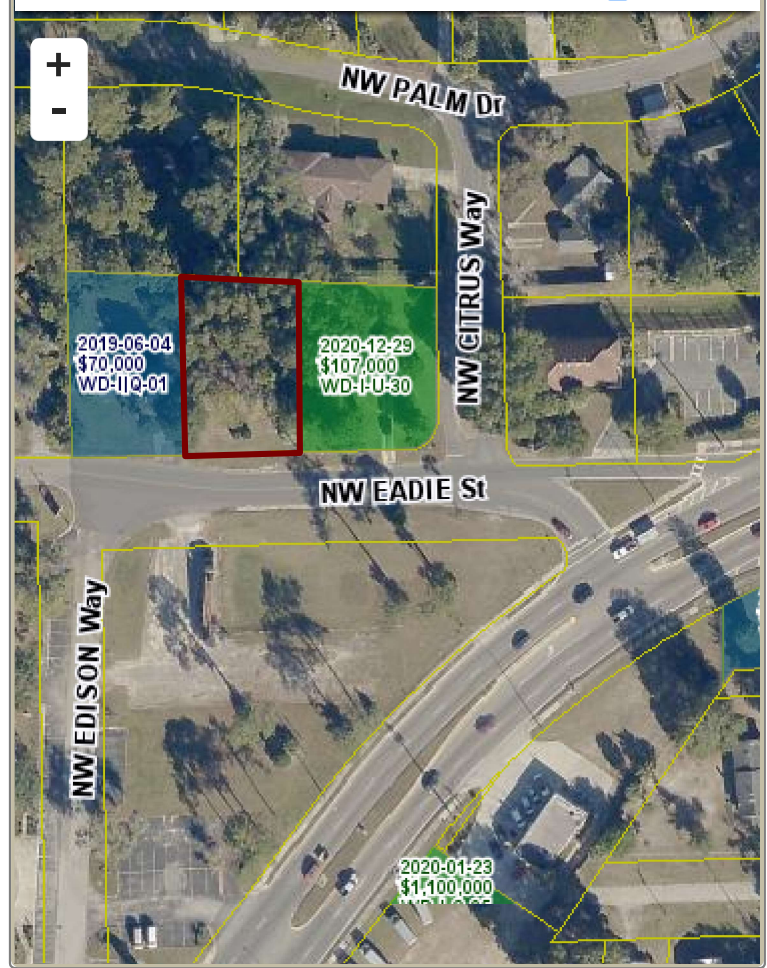
*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.

**The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.

Property & Assessment Values

2020 Certified Values			2021 Working Values		
Mkt Land	\$9,288		Mkt Land	\$9,288	
Ag Land	\$0		Ag Land	\$0	
Building	\$0		Building	\$0	
XFOB	\$0		XFOB	\$0	
Just	\$9,288		Just	\$9,288	
Class	\$0		Class	\$0	
Appraised	\$9,288		Appraised	\$9,288	
SOH Cap [?]	\$0		SOH Cap [?]	\$0	
Assessed	\$9,288		Assessed	\$9,288	
Exempt	OTHER	\$9,288	Exempt	04	\$9,288
Total Taxable	county:\$0 city:\$0 other:\$0 school:\$0		Total Taxable	county:\$0 city:\$0 other:\$0 school:\$0	

Aerial Viewer Pictometry Google Maps

☒ 2019
 ☐ 2016
 ☐ 2013
 ☐ 2010
 ☐ 2007
 ☐ 2005
 ☒ Sales


Sales History

Sale Date	Sale Price	Book/Page	Deed	V/I	Qualification (Codes)	RCode
10/4/2016	\$100	1324/1950	WD	I	U	18

Building Characteristics

Bldg Sketch	Description*	Year Blt	Base SF	Actual SF	Bldg Value
NONE					

Extra Features & Out Buildings (Codes)

Code	Desc	Year Blt	Value	Units	Dims
NONE					

Land Breakdown

Code	Desc	Units	Adjustments	Eff Rate	Land Value
8900	MUNICIPAL (MKT)	12,384.130 SF (0.284 AC)	1.0000/1.0000 1.0000/ /	\$1 /SF	\$9,288

Meeting Date
03/01/2021

City of Lake City

Report to Council

AGENDA	
Section	
Item No.	

SUBJECT: 915 NW Eadie Street/ Parcel # 05986-000

DEPT. / OFFICE: GROWTH MANAGEMENT

Originator:		
David C. Young		
City Manager	Department Director	Date
JOSEPH HEFENBERGER	DAVID YOUNG	03/01/21
Recommended Action:		
<p>Growth Management would suggest that the City Council direct the City Manager to have staff have a survey and property appraisal performed on this parcel to ascertain the true value and proceed with the closed bid process for the sale of this property.</p>		
Summary Explanation & Background:		
<p>Growth Management is receiving inquiries on this parcel as how to purchase this parcel from the city. The city council has three options available as per Resolution 2020-122.</p> <ol style="list-style-type: none"> 1. The real properties may be offered as a donation to any legally recognized non-profit for the construction of affordable housing. 2. The real properties may be offered for sale with a restriction that the real property be developed for permanent affordable housing. 3. The City may otherwise make the property available for the production and preservation of permanent affordable housing 		
Alternatives:		
Not sell or donate this property but hold property for future affordable housing needs		
Source of Funds:		
Funding for survey and appraisal would come from Growth Management budget, which would be reimbursed upon sale of parcel.		
Financial Impact:		
This would add funds for the City to utilize for Affordable Housing		
Exhibits Attached: Columbia County Property Appraiser Property Card		

File Attachments for Item:

11. Discussion and Possible Action - Experimental Aircraft Association B-17 Tour Host - March 26th - 28th, 2021 (Brad Byrd)

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Vintage Aircraft Tour Stop

DEPT / OFFICE: 542 / AIRPORT

Originator: Bradley C. Byrd		
City Manager	Department Director Bradley C. Byrd	Date 03/09/21
Recommended Action: Staff recommendation to host event.		
<p>Summary Explanation & Background: The National EAA (Experimental Aircraft Association) has planned a tour stop at Lake City Gateway Airport for March 26,27 and 28th A "B-17" will be on display and will also fly several trips around Lake City. The EAA National and Local Chapter will collect the ticket revenue and will also provide the staffing of volunteers while the aircraft is in Lake City. The EAA is a Non-Profit Organization and the proceeds will benefit the maintenance and operating costs of the aircraft. The EAA will be providing all required Certificates of Insurance with The City of Lake City listed as Additionally Insured.</p>		
Alternatives: n/a		
Source of Funds: This event will not require any additional airport funds.		
Financial Impact: The airport will benefit by providing fuel for the aircraft.		
Exhibits Attached: n/a		



B-17 CHAPTER MISSION READY ALUMINUM OVERCAST MANUAL

"Keep 'Em Flying" – Revenue from the B-17 tour helps cover maintenance and operations costs for *Aluminum Overcast*.

© 2016 Experimental Aircraft Association.

Chapter Roles

Tour Stop Chairman - The tour stop chairman has overall responsibility for the B-17 visit. This includes selecting the host site, recruiting co-chairs listed below, and serving as a liaison to the crew. This will be the main contact with EAA headquarters air tours staff. The tour stop chairman will relay all pertinent visit information to their Chapter as well as the FBO and airport.

Marketing Chairman – The marketing chairman coordinates promotions and advertising. While not required, it is helpful if the marketing chairman has experience in promotions and/or media relations. While EAA's marketing department will place paid advertisement (s) for your city location, the budget is limited and we encourage all Chapters to contact local media and inquire about sponsored or donated ad space, or getting a story written about the upcoming event. Advising your local Visitors Bureau, Tourism Center, or Chamber of Commerce can also lead to event calendar placement and advertising opportunities through their organization. At your request, EAA can provide any graphics needed for sponsored advertising as well as any pilot phone interviews in advance of the visit. The marketing chairman should ensure that all printed materials are distributed in the community prior to the event. As the chairman is spreading the news about the event, they are welcome to invite outlets to the complimentary Thursday media flight. Please communicate any confirmations to the air tours office and we will combine these with our marketing team's efforts and relay the complete attendee list to the crew onsite. Please note the B-17 media flight is limited to 10 passengers.

Volunteer and Equipment Chairman - This person is responsible for recruiting, scheduling, and briefing volunteers, as well as making equipment arrangements needed for a successful visit.

Onsite Event Volunteers – 4-6 volunteers are necessary to host the B-17 tour operations. These individuals will assist with merchandise sales as needed, ground tour operations in the afternoons, and general crowd control and information services for guests. Depending on the airport or FBO requirements, additional volunteers may be required for security purposes.

Airport/FBO Selection

One of the first things you will need to do is select the airport and FBO for the visit. The following items need to be considered:

- . Would the B-17 tour stop be welcome? Are there any special security concerns?
- . Does the airport authority, FBO, or local municipality require specific naming on our certificates of insurance? Does the airport authority, or controlling municipality, require any type of special event agreement? If so, notify the Air Tours Manager (920-426-4843).
- . Is there adequate ramp space for B-17 operations?
- . Is there adequate parking and restroom facilities for crew and visitors?
- . Is there easy access on the airport property/ramp for crew, volunteers, and passengers?
- . Is the FBO in a highly visible area of the airport?
- . Is there a desirable area for the static (ground tour) portion of the event?
- . Are there any issues with driving our three support vans on/off the ramp daily?



B-17 Chapter Hosting Summary

WEEKEND OF MARCH 26 FRI - SUN

EAA 977
LOCAL CHAPTER

EAA chapters are critical to achieving the goal of growing participation in aviation by promoting The Spirit of Aviation. EAA chapters have also been a vital part the success of the B-17 tour since 1994, which are a means for EAA to carry out its mission nationally. Revenue from the B-17 tour directly supports maintenance and operational costs for *Aluminum Overcast*, allowing EAA to keep the historic aircraft flying for future generations to experience and appreciate. More so, touring events are mutually beneficial for EAA chapters: They project a positive message about aviation within your local community, bring positive media coverage to your local airport and chapter, and present an opportunity for members to volunteer, raise funds, and most importantly, *have fun!*

EAA Headquarters is here to support you in your hosting efforts – we will do all we can to provide resources and aid you in preparing for your event. We trust our hosts a great deal and see tremendous value in leveraging your local knowledge and expertise to create a unique event that is successful for your chapter. This summary is intended to provide a brief synopsis of what you can expect from a tour stop as a prospective host; more information can be found in the *B-17 Chapter Manual*.

Benefits and Chapter Revenue:

Each tour stop generates an average of 20 new EAA members (and potential new recruits for your chapter). Chapters receive a commission on seats, merchandise, and ground tour sales, with proceeds averaging \$3,000 based on the following rates:

- **Base Commission.** Ground Tour sales: 25%; Merchandise sales: 15%.
- **Flight Commission.** 1 to 25 seats sold: \$10/seat; 26 to 65 seats sold: \$20/seat; 66+ seats sold: \$30/seat
- **Sponsorships.** 20% of any cash sponsorships raised. While not required, sponsorship is a good opportunity for hosts to build local relationships and raise additional funds by leveraging the B-17 tour stop. Sponsorship guidelines can be provided.

Basic Operating Requirements:

- **Airport and Runway.** The B-17 requires a minimum 5000' x 100' runway for flight operations, and adequate ramp space for ground operations (approximately 1-2 acres minimum) which is easily accessible for crew, volunteers, and passengers.
- **Chapter Roles.** While EAA takes care of many of the "big issues" such as marketing and booking of passengers, chapters assist with "local matters" in the planning, preparation, and execution of each stop, and are asked to provide the following volunteers:
 - **Tour Stop Chairman:** Has overall responsibility for the B-17 visit and serves as the main POC with Air Tours staff.
 - **Marketing Chairman:** Works directly with EAA marketing team to coordinate promotions and local advertising.
 - **Volunteer and Equipment Chairman:** Leads onsite volunteer team, makes equipment arrangements to ensure a successful visit, and works with the Senior Tour Coordinator after the B-17 arrives.
 - **Onsite Volunteers.** In order to run the operation safely and efficiently, four to six volunteers are necessary during the visit. Depending on the airport or FBO requirements, additional volunteers may be required.
- **Marketing/Promotional Support.** Hosts help distribute EAA-provided printed promotional materials within their communities. EAA provides additional marketing support in the following ways:
 - While the budget is limited, the marketing team will place paid advertising for your tour stop location. If you have any suggestions of possible radio/print outlets to look into please share those with us as early as possible!
 - An EAA eBlast is sent advertising your location approximately two weeks prior to your event. This communication will be sent to all EAA members and non-members in our system, within a 100 mile radius of the tour stop.
 - EAA Marketing will also reach out to media outlets in your area to invite them to our complimentary media flight the Thursday of your tour stop. At every tour stop, we aim to make at least one flight full of local media representatives.

On behalf of the EAA team, thank you for contributing to The Spirit of Aviation, and I look forward to answering any questions you may have! I may be reached at jeisele@eaa.org or (920) 426-6176 (office) or (920) 252-3455 (cell).

Sincerely,

Jonathan W. Eisele
Manager, Air Tours and Flight Programs

Tour Contact Information

Kristy Busse, Air Tours Manager

kbusse@eaa.org

Phone: (920) 426-4843 Cell: (920) 252-3455 • *John Eisele left message and texted.*

Olivia Rasmus, Air Tours Program Coordinator

orasmus@eaa.org

Phone: (920) 426-6599 Cell: (920) 378-6802

EAA Onsite Tour Staff (Six Individuals)

Aircraft Commander - Responsible for the safe operation of the aircraft. This individual makes all decisions relating to aircraft flight operations and works with the tour coordinators as an adviser to resolve aircraft related tour stop issues.

Second Pilot - The B-17 requires two pilots to fly. The copilot assists the aircraft commander with pre-flight, in-flight, and post-flight decision-making.

Two Traveling Maintenance Officers (TAMO's) – Responsible for all maintenance and fueling of the aircraft, passenger briefings, and in-flight coordination of passengers.

Two Tour Coordinators - Responsible for all ticket and merchandise sales, flight paperwork, accounting, and coordination of onsite Chapter volunteers.

Basic Chapter Requirements

.Provide enough volunteers to safely operate the B-17 during the visit (minimum of 4-6 per shift, two shifts per day). Volunteers will assist in merchandise sales as well as ground operations, crowd control, and running of afternoon ground tours.

.Fill out Chapter event insurance as soon as possible after the event is confirmed, making sure to include any additionally insured. This can be done online at: www.eaa.org/chapterresources (click on the Insurance and Risk Management link). Any special agreements or requests should be brought to the attention of the Air Tours Manager (920-426-4843) as early as possible in the planning process.

(OUT OF SERVICE)

.Coordinate tour stop information with the local airport and FBO management. Their support of the event is critical for a good tour stop! Please let EAA headquarters know if any fuel discount or donation is available for the visit.

.Spread the word in your local community! Each host will receive digital and printed promotional marketing materials. Put these up in your area and talk to the public/media about the upcoming event!



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Sincerely,

Jonathan W. Eisele
Manager, Air Tours and Flight Programs

Standard Visit Schedule (Thursday through Sunday Operations)

Monday Aircraft Arrival:

The B-17 will be arriving at your location from a previous tour stop (typically on the Monday prior to your event start). The crew will notify you of the time of arrival. Please remember this is weather permitting. Depending on crew scheduling, the incoming crew may depart your location, with the operating crew for your event arriving on Wednesday evening.

Thursday - Media Day:

A complimentary media flight will be scheduled for 2:00PM on Thursday of the tour stop. Attendees are asked to arrive by 1:30 PM for check-in.

Friday through Sunday Passenger Rides 10AM-1PM, Ground Tours 2-5PM:

The crew will arrive at the airport at approximately 8AM to ready the aircraft for the day's flights. Please arrange for volunteers to help with pre-flight and end-of-day airplane cleanup duties.

Monday Aircraft/Crew Departure:

Subject to the distances involved, the B-17 will typically depart the morning following your last tour day unless weather, mechanical, or pilot scheduling requires an earlier or later departure. The crew will communicate any schedule variance to the Chapter.

***Seats may be available to the Chapter on the reposition flight following your tour stop. Availability varies based on crew needs/scheduling, and can be arranged with the tour coordinator onsite.

(The above schedule is based on our standard B-17 operations and is subject to change.)

Customer Pricing

****Advance Flight Ticket Sales (available for purchase at www.B17.org or by calling the membership services team at 1-800-359-6217):**

. EAA Members \$409/Non-Members \$449 (includes a one year membership)

****Onsite Ticket Sales (begin end-of-day Thursday for a standard visit):**

. EAA Members \$435/Non-Members \$475 (includes a one year membership)

****Ground tours are sold onsite only at the below rate. Ground tour times are typically 2-5PM but may fluctuate based on flight demand.**

. Individual \$10

. Family \$20

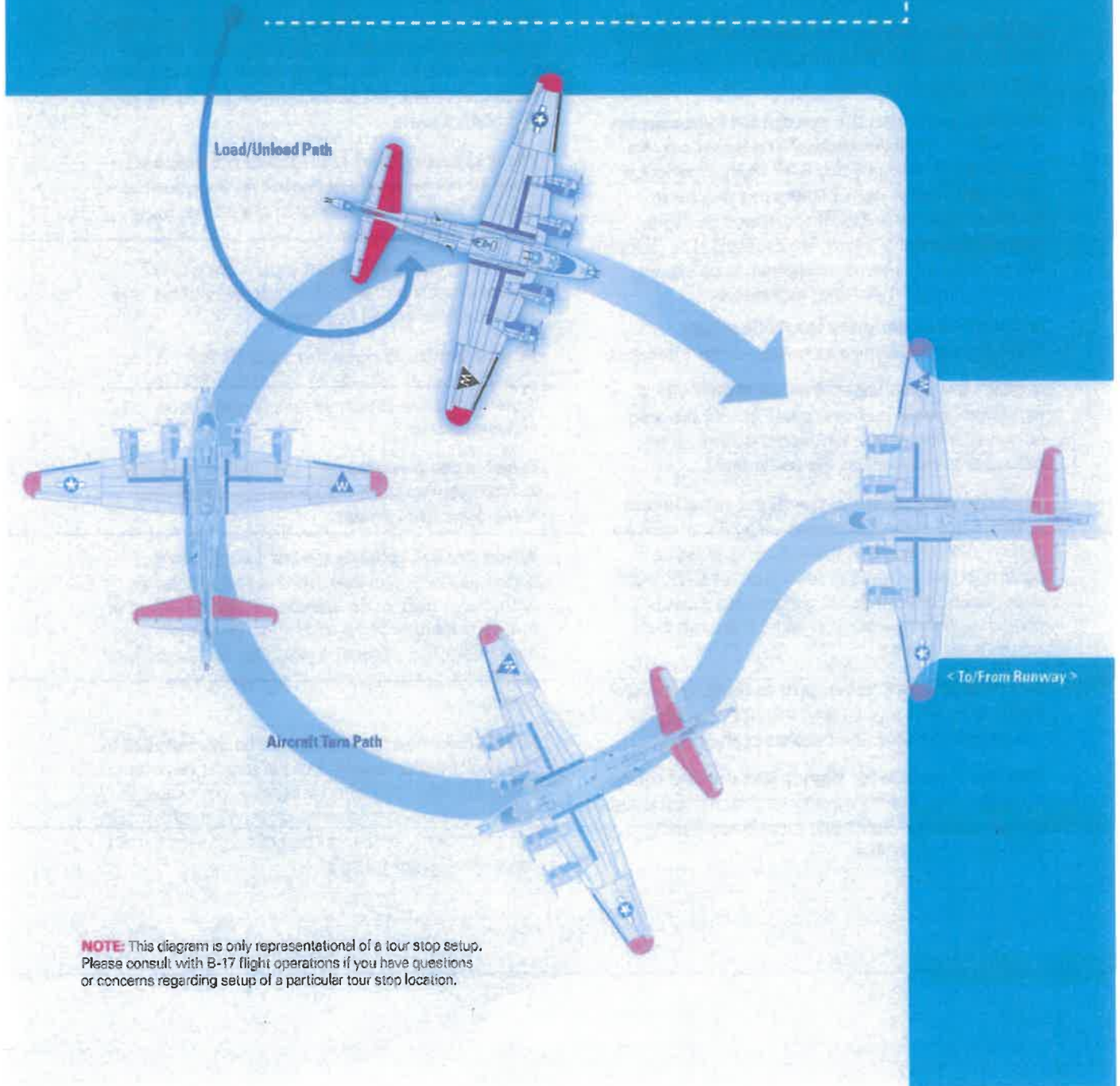
. Group Rate (ex: schools, clubs, churches, etc) \$1 per person

. Complimentary for children under 8 with a paying adult, and ALL active military and Veterans

(Refunds will be issued for weather or maintenance cancellations that cannot be rescheduled to another day onsite. If the ticket was pre-booked this will be processed by EAA headquarters.)

Example Tour Stop Setup:

Space for parking three support vans (merchandise and tickets sales/mechanical) with access to electrical hook-up and a safe space for passengers viewing the aircraft activities.



NOTE This diagram is only representational of a tour stop setup. Please consult with B-17 flight operations if you have questions or concerns regarding setup of a particular tour stop location.

FREQUENTLY ASKED QUESTIONS

As our local representatives, all those involved with the stop may be asked questions about the flight experience. Below are some questions and answers that may be helpful.

How many flight experience levels are there to choose from? Two: member and non-member.

What is the price for EAA members?
In advance \$409; onsite \$435.

What is the price for non-members? In advance \$449; onsite \$475. Both include a complimentary \$40 membership in EAA.

Who can purchase the special B-17 Aluminum Overcast B-17 flight jacket? The jacket may be purchased for \$185 by any B-17 flight experience participant. Those participants who choose to purchase a jacket will be fitted after their flight. Sample jackets, for sizing, are available. The jackets will be shipped approximately four to six weeks from the date of their flight experience.

Is the flight experience tax deductible?
Consult your attorney, accountant, or tax strategist.

Is there a way to receive a free flight? Yes, if flight participants buy nine seats (members and/or non-members), the tenth seat is free. All ten participants must be on the same flight.

Who can participate in the flight experience?
Anyone. It is not necessary to be a pilot or military veteran. Anyone under the age of 18 must be accompanied by an adult who is also a B-17 flight experience participant. All participants must be physically able to enter and exit the aircraft with minimal assistance.

Is it possible for passengers to fly the aircraft?
No. Due to FAA regulations, it is not possible for passengers to be at the controls of the aircraft.

Can the schedule for flights and ground tours change? Yes, due to weather or mechanical issues, the schedule for flights and ground tours may change without notice.

How many people will be on each flight?

The aircraft will fly with a minimum of six participants and maximum of ten. Not all flights will fill up prior to our arrival.

Are the seats assigned? No, there are ten seats available for flight participants: Six in the aft compartment (by the guns), three in the radio room, and one in the cockpit. Participants must remain seated during takeoff and landing, but can move about the aircraft during the flight. Once airborne, the nose is the best seat in the house. Everyone is urged to be courteous and give all flight experience participants equal time in the nose area. There is room for two to three people in the nose at a time. Restricted areas: tail gunner's area, ball turret, pilot, and copilot seats.

What time do flight experience participants need to arrive for their flight? All are asked to arrive at least one hour prior to departure. Early arrivals are encouraged.

How long will each flight experience last?
Approximately one hour: briefing, debriefing, and 24 minutes of actual flight time.

At what altitude does the aircraft fly? Flights usually are at an altitude of 1,000 to 1,500 feet, depending on weather, terrain, and airspace considerations.

What is the temperature inside the aircraft?
In-flight temperature will be approximately the same as on the ground.

When are full refunds given? In only three circumstances: weather, mechanical problems with the aircraft, or an unexpected health issue of the participant or family member. Before refunds are considered, alternatives will be discussed for rescheduling the flight for a later time, date, or location.

What do I need to do in order to participate in the flight experience? Provide proper payment and complete application and participant release form. For those participants under 18 years of age, the parent or guardian portion of the release form must also be completed.

Additional Chapter Activities

The B-17 visit will provide great publicity for your chapter. The exposure and crowds make this an ideal time for additional Chapter activities such as Young Eagles flights, pancake breakfasts, and Airport Days. Use this event to sell your Chapter. Contact local volunteer groups, photography clubs, schools, car clubs, Veterans organizations, and history clubs as these groups may have an avenue to promote your tour stop and add to your event.

Please feel free to contact EAA's Chapter department for ideas and suggestions to help your Chapter leverage this tour stop to grow participation and membership. New member rallies advertised as "Experience Aviation", held during one evening of the tour stop, are a great way to get the local community out and share what the chapter offers year-round. Upon request, our crew would be happy to do a small presentation as part of the event.

It is also recommended that you provide some type of food/drink with the ride event. Chapters have actually used this as an additional fundraiser. A joint venture with a local scout group, church group, or service club is an easy way to provide food services. Please check with your local airport on any regulations surrounding food service on the field.

Miscellaneous Tour Stop Notes

. All crew hotel and transportation arrangements are made by EAA headquarters although suggestions are always welcome!

. Marketing will be placing paid advertisement for your tour stop location. While the budget is limited, they try their best to make it stretch, focusing on print/radio/and digital. If you have any leads or suggestions please let us know and we will be sure they include it in their research.

. B-17 Raffle Seats: Your Chapter may raffle off up to ten seats for the local visit. The details of the raffle and the price of each ticket are at the discretion of the Chapter. Raffle laws vary from state to state, so check with your state's office of charitable gaming for instructions and licensing, if necessary. The Chapter cost for each raffle seat is \$360. Payment via cash, check, credit card, or as a deduction of the commission can be arranged with the air tours office staff. The coordination of the raffle seats can be made in advance directly with the air tours office or onsite with the tour coordinators.

(NOTE: The chapter does not receive commission for raffle seats.)