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# CITY COUNCIL REGULAR SESSION

## CITY OF LAKE CITY

February 21, 2023 at 6:00 PM

Venue: City Hall

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## AGENDA

### THIRD REVISION

**Revised 2/17/2023: Item 4; supporting documentation added, Item 10; revised services agreement**

**Second Revision 2/17/2023: Item 10; revised services agreement**

**Third Revision 2/17/2023: Item 9; removed Report to Council and supporting documents not related to this resolution.**

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

**Events Prior to Meeting - 5:00 PM - City Council Photo Session**

**Pledge of Allegiance**

**Invocation - Council Member Jake Hill, Jr.**

**Roll Call**

***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.***

***As a reminder, persons are not to openly carry a handgun or carry a concealed weapon or firearm while the governing body is meeting.***

**Proclamations - None**

**Minutes**

- [1.](#) January 30, 2023 Special Called Regular Session
- [2.](#) February 6, 2023 Regular Session

## **Approval of Agenda**

### **Public Participation - Persons Wishing to Address Council**

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

**Presentation for Consent Agenda Item** - At this time, Mr. Chris Keller from Wetland Solutions Inc. will make a PowerPoint presentation on the grant identified as Item 3 under Consent Agenda.

### **Consent Agenda**

- [3.](#) Approval for the City, with assistance from Wetland Solutions, Inc., to apply for a grant in the amount of \$11,300,000.00 to convert the South Sprayfield into a treatment wetland in order to meet the new nutrient requirements.

### **Approval of Consent Agenda**

### **Presentations**

- [4.](#) Enterprise Fleet Management PowerPoint Presentation - Simon Ortega and Heather Bell
- [5.](#) Discussion and Possible Action: Verbal presentation from Schara Wilson, Wilson Family, owners of the Historic Theater located at 348 North Marion Avenue.

### **Old Business**

Ordinances - None

Other Items - None

### **New Business**

Ordinances - None

Resolutions

- [6.](#) City Council Resolution No. 2023-014 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Number Four to the continuing contract with North Florida Professional Services, Inc., providing for engineering services related to the Evergreen Drainage Ditch; providing for payment for the professional services at a cost of not to exceed \$5,600.00; and providing an effective date.
- [7.](#) City Council Resolution No. 2023-015 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a grant agreement with the State of Florida, Department of Environmental Protection, to facilitate the expansion of the existing recharge wetland through conversion at the Steedly Spray Field Site to a groundwater recharge wetland and reimburse the City for certain costs expended up to an amount of \$6,100,000.00.
- [8.](#) City Council Resolution No. 2023-016 - A resolution of the City Council of the City of Lake City, Florida, adopting a Public Record Requests Policy; providing for repeal of previous policies; providing for severability; and establishing an effective date.
- [9.](#) City Council Resolution No. 2023-017 - 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 Flock Group, Inc., for investigative purposes.
- [10.](#) City Council Resolution No. 2023-019 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a contract with Kurt Spitzer & Associates, Inc.; providing for professional services related to the redistricting for the City; waiving the procurement process pursuant to Section 2-178(G)(2) of the City Code; authorizing and agreement price not-to-exceed \$27,500.00; authorizing additional charges as necessary for a price not-to-exceed \$10,000.00; providing for conflict; and providing for an effective date.

#### Other Items

- [11.](#) Discussion and Possible Action: Capital outlay paving projects (Interim Assistant City Manager Dee Johnson)
12. Discussion and Possible Action: Aviation Academy (Council Member Todd Sampson)
- [13.](#) For Information Purposes Only - Annual Report of Investment Activity for Police and Fire Pension

**Departmental Administration** - None

**Comments by Council Members**

**Adjournment****YouTube Information**

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

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

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



**File Attachments for Item:**

1. January 30, 2023 Special Called Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Special Session, on January 30, 2023 beginning at 6:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Due to technical difficulties, there was no audio or YouTube recording. The meeting was recorded on a port recorder.

#### PLEDGE OF ALLEGIANCE

INVOCATION – Mayor Stephen M. Witt

#### ROLL CALL

Mayor/Council Member  
City Council

Stephen M. Witt  
Jake Hill, Jr.  
C. Todd Sampson  
Chevella Young  
Ricky Jernigan  
Todd Kennon  
Paul Dyal  
Chief Gerard Butler  
Audrey Sikes

City Attorney  
City Manager  
Sergeant-at-Arms  
City Clerk

#### APPROVAL OF AGENDA

Ms. Young requested to have Council Comments prior to Public Participation. **Mr. Sampson made a motion to approve the agenda as amended. Mr. Hill seconded the motion and the motion carried unanimously on a voice vote.**

#### COUNCIL COMMENTS

Chevella Young expressed the importance of the Council working together.

#### PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL

- Sylvester Warren
- Helen Colley
- Azie Handy
- Joshua Garner
- Linard Johnson
- Vanessa George
- Pedro Jermaine

## OLD BUSINESS

### 1. Discussion and Possible Action – Richardson Community Center (City Manager Paul Dyal)

Mr. Dyal presented members with options for Richardson Community Center and asked for guidance on moving forward.

Mr. Kennon read aloud the definition of a community center as provided by the Department of Economic Opportunity (DEO).

Ms. Young spoke in favor of keeping ownership of the community center and identified COVID and ARPA as possible funding sources.

Mr. Hill spoke in favor of transferring the deeds of the community center to the County.

Mr. Sampson spoke in favor of transferring the deeds to the County.

Mr. Jernigan spoke in favor of keeping ownership of the community center.

Mayor Witt voiced budgetary concerns.

Mr. Sampson suggested scheduling a community workshop to discuss should the County reject the deeds.

Ms. Young would like to see recreation for all ages. She mentioned a \$500,000 grant opportunity and inquired whether Shannon Williams would assist the City with this grant and possibly other grants.

PUBLIC COMMENT: Shannon Williams offered to volunteer her services and stated she would need to know who would administer the grant.

**Mr. Hill made a motion to adopt City Council Resolution No. 2023-012, authorizing the City to sign deeds and send to the County for Richardson Community Center. The motion provides if the County returns the City will move forward. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Hill</b>	<b>Aye</b>
<b>Mr. Sampson</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Nay</b>
<b>Mr. Jernigan</b>	<b>Nay</b>
<b>Mayor Witt</b>	<b>Aye</b>

## COMMENTS BY COUNCIL MEMBERS

Mr. Jernigan spoke in support of City Manager Paul Dyal.

## ADJOURNMENT

**All matters having been handled, the meeting adjourned at 7:02 PM on a motion made and duly seconded.**

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Stephen M. Witt, Mayor/Council Member

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Audrey Sikes, City Clerk

**File Attachments for Item:**

2. February 6, 2023 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on February 6, 2023 beginning at 6:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

#### PLEDGE OF ALLEGIANCE

INVOCATION – Mayor Stephen Witt

#### ROLL CALL

Mayor/Council Member  
City Council

Stephen M. Witt  
Jake Hill, Jr. – absent  
C. Todd Sampson  
Chevella Young  
Ricky Jernigan  
Danielle Adams  
Paul Dyal  
Chief Gerard Butler  
Audrey Sikes

City Attorney  
City Manager  
Sergeant-at-Arms  
City Clerk

#### MINUTES

##### 1. January 17, 2023 Regular Session

**Mr. Sampson made a motion to approve the January 17, 2023 Regular Session minutes as presented. Mr. Jernigan seconded the motion and the motion carried unanimously on a voice vote.**

#### APPROVAL OF AGENDA

**Mr. Sampson made a motion to approve the agenda as presented. Mr. Jernigan seconded the motion and the motion carried unanimously on a voice vote.**

Prior to Public Participation, Mr. Sampson read from a prepared statement. This is attached as Exhibit A.

#### PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL

- Ron Williams II

Members concurred with Mr. Sampson and for staff to get with Ron Williams II to discuss Town Hall meetings to discuss gun violence in the community.

## APPROVAL OF CONSENT AGENDA

2. Approval to negotiate with the top ranked firm RS&H, Inc. for RFQ-004-2023 CEI Inspection/Observation Services for the resurfacing of Patterson Ave.

**Mr. Sampson made a motion to approve the consent agenda as presented. Mr. Jernigan seconded the motion and the motion carried unanimously on a voice vote.**

## PRESENTATIONS

3. Mayor Witt to present Certificate of Completion from the Institute for Elected Municipal Officials to Council Member Chevella Young

Mayor Witt presented Council Member Chevella Young with a Certificate of Completion from the Institute for Elected Municipal Officials.

4. Suwannee River Water Management District Santa Fe River Flood Risk Review - Chief Professional Engineer, SRWMD, Leroy Marshall

Leroy Marshall gave a presentation relating to Flood Risk Review Meetings.

Public Comment – Joshua Gardner

## OLD BUSINESS

### Ordinances

**At this time Mayor Witt closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2023-2238. City Council Ordinance No. 2023-2238 was read by title. Mayor Witt asked if anyone wanted to be heard regarding City Council Ordinance No. 2023-2238. No one asked to speak on City Council Ordinance No. 2023-2238, therefore Mayor Witt closed the public hearing.**

5. City Council Ordinance No. 2023-2238 (final reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 22-08, by the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from residential, low density (less than or equal to 2 dwelling units per acre) to commercial of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing for an effective date. **Mr. Sampson made a motion to approve City Council Ordinance No. 2023-2238, on final reading, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 22-08, by the property owner of said acreage, under the amendment procedures**

established in Sections 163.3161 through 163.3248, Florida Statutes, as amended, and providing for changing the Future Land Use Classification from residential, low density (less than or equal to 2 dwelling units per acre) to commercial of certain lands within the corporate limits of the City of Lake City, Florida. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.

Mr. Sampson	Aye
Mr. Jernigan	Aye
Ms. Young	Aye
Mayor Witt	Aye

At this time Mayor Witt closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2023-2241. City Council Ordinance No. 2023-2241 was read by title. Mayor Witt asked if anyone wanted to be heard regarding City Council Ordinance No. 2023-2241. No one asked to speak on City Council Ordinance No. 2023-2241, therefore Mayor Witt closed the public hearing.

6. City Council Ordinance No. 2023-2241 (final reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to rezoning of less than ten contiguous acres of land, pursuant to an application, Z 22-08, by the property owner of said acreage; providing for rezoning from County Residential, Single Family-2 (RSF-2) to City Commercial, Intensive (CI) of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. **Mr. Jernigan made a motion to approve City Council Ordinance No. 2023-2241, on final reading, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to rezoning of less than ten contiguous acres of land, pursuant to an application, Z 22-08, by the property owner of said acreage, and providing for rezoning from County Residential, Single Family-2 (RSF-2) to City Commercial, Intensive (CI) of certain lands within the Corporate Limits of the City of Lake City, Florida. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Jernigan	Aye
Ms. Young	Aye
Mr. Sampson	Aye
Mayor Witt	Aye

Other Items – None

NEW BUSINESS

Ordinances – None

Resolutions



7. City Council Resolution No. 2023-006 - A resolution of the City Council of the City of Lake City, Florida authorizing and adopting a Mobile Device Policy; and providing an effective date. **Mr. Jernigan made a motion to approve City Council Resolution No. 2023-006, authorizing a Mobile Device Policy. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Jernigan	Aye
Mr. Sampson	Aye
Ms. Young	Aye
Mayor Witt	Aye

8. City Council Resolution No. 2023-007 - A resolution of the City Council of the City of Lake City, Florida, ratifying the voice vote of the City Council and authorizing the City to enter into a Lease Agreement with HAECO, leading property located at the Lake City Gateway Airport and authorizing execution of the lease. **Ms. Young made a motion to approve City Council Resolution No. 2023-007, ratifying the voice vote of the City Council and authorizing the City to enter into a Lease Agreement with HAECO, leading property located at the Lake City Gateway Airport and authorizing execution of the lease. Mr. Jernigan seconded the motion.**

Mr. Sampson reported he met with the Florida Gateway College President regarding an Aviation Academy, and requested this topic on the next agenda.

**A roll call vote was taken and the motion carried.**

Ms. Young	Aye
Mr. Jernigan	Aye
Mr. Sampson	Aye
Mayor Witt	Aye

9. City Council Resolution No. 2023-009 - A resolution of the City Council of the City of Lake City, Florida, authorizing the City to enter into a Grant Agreement with the State of Florida, Department of Transportation, for the award of up to \$34,380.00, from the Department of Transportation, for the second phase of the obstacle removal of trees/vegetation at the Lake City Gateway Airport. **Mr. Sampson made a motion to approve City Council Resolution No. 2023-009, authorizing the City to enter into a Grant Agreement with the State of Florida, Department of Transportation, for the award of up to \$34,380.00, from the Department of Transportation, for the second phase of the obstacle removal of trees/vegetation at the Lake City Gateway Airport. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Sampson	Aye
Mr. Jernigan	Aye
Ms. Young	Aye
Mayor Witt	Aye

10. City Council Resolution No. 2023-010 - A resolution of the City Council of the City of Lake City, Florida, declaring certain personal property owned by the City to be either surplus to its needs and sold at public noticed sale or determined to be obsolete, non-serviceable, or beyond economic repair pursuant to and in accordance with the provisions and requirements of Section 2-183 of the City Code, and authorizing the City to remove such surplus property when sold or disposed of from the fixed assets of the City. **Mr. Jernigan made a motion to approve City Council Resolution No. 2023-010, declaring certain personal property owned by the City to be either surplus to its needs and sold at public noticed sale or determined to be obsolete, non-serviceable, or beyond economic repair pursuant to and in accordance with the provisions and requirements of Section 2-183 of the City Code, and authorizing the City to remove such surplus property when sold or disposed of from the fixed assets of the City. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Jernigan	Aye
Mr. Sampson	Aye
Ms. Young	Aye
Mayor Witt	Aye

11. City Council Resolution No. 2023-011 - A resolution of the City Council of the City of Lake City, Florida, authorizing the City, by and through its Police Department, to renew its Interagency Agreement with the Santa Rosa County Sheriff's Office to continue with the use of Criminal Justice Information for vendor personnel and security screening services. **Mr. Sampson made a motion to approve City Council Resolution No. 2023-011, authorizing the City, by and through its Police Department, to renew its Interagency Agreement with the Santa Rosa County Sheriff's Office to continue with the use of Criminal Justice Information for vendor personnel and security screening services. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Sampson	Aye
Mr. Jernigan	Aye
Ms. Young	Aye
Mayor Witt	Aye

Other Items – None

DEPARTMENTAL ADMINISTRATION – None

## COMMENTS BY COUNCIL MEMBERS

Mr. Jernigan complimented the Lake City Police Department in trying to control the ongoing gun violence.

Mr. Sampson reported the merge with the County dispatch would be beneficial to the City's efforts, and volunteered to attend the meetings as a representative of the City.

Ms. Young reported concerns are being expressed to her from the community, and stated everyone should work together in a professional manner.

Mr. Sampson reported the application deadline for the Summer Youth Program was April 6, 2023.

Mayor Witt stated the next City Council Meeting would be Tuesday, February 21, 2023 due to the City being closed for President's Day. He reminded members of the Council Photo Session prior to the meeting.

Ms. Young asked Chief Butler to provide an update on the security cameras being installed around the City Parks.

Chief Butler reported Phase I has been completed and is operational. He stated Information Technology Director Matt Benedetti is currently working with Motorola in starting Phase II, which will complete all other parks, including Annie Mattox and Sally Mae Jerry.

Chief Butler informed members he hoped to have a plan by the next Council meeting for the Gun Shot Detection System.

## ADJOURNMENT

**All matters having been handled, the meeting adjourned at 6:37 PM on a motion made and duly seconded.**

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Stephen M. Witt, Mayor/Council Member

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Audrey Sikes, City Clerk

## Exhibit A

Council member  
Todd Sampson prepared  
Statement 2-6-2023  
prior to Public Participation

Mr. Mayor,

As you are aware there were two more shootings in Lake City on Friday. We need to open our eyes and admit that we have an epidemic of gun violence. There is not a single cure, however, there is much opportunity for improvement.

A group of pastors have been working together, discussing, and exchanging ideas with the Police Chief and his staff. I'm aware that these conversations are ongoing and am hopeful they will bear fruit.

I know that the more involvement we can get from the community the more successful we can be in addressing the issue at hand. We need programs for community violence prevention, and we need the community to give voice to help develop the strategies that will give us the best opportunity for success.

This is not just a police operation but a responsibility for us all. We need meaningful discussion followed by action to make an impact. I would like to see this council schedule workshops so we can discuss directly with the community the ideas they have and what help they most need to bring an end to this violence. My recommendation would be to engage with this group of pastors and get scheduling put together that will maximize involvement. I think we should be open to scheduling these workshops any day of the week and any time of the day to give engagement opportunities to everyone who would like to participate.

I would like to ask this council to direct the administration to begin this process and engage with these pastors to set up meeting dates.

Time is precious and we are in urgent need.

"It always seems impossible until it is done." - Nelson Mandela

**File Attachments for Item:**

3. Approval for the City, with assistance from Wetland Solutions, Inc., to apply for a grant in the amount of \$11,300,000.00 to convert the South Sprayfield into a treatment wetland in order to meet the new nutrient requirements.

**Approval of Consent Agenda**



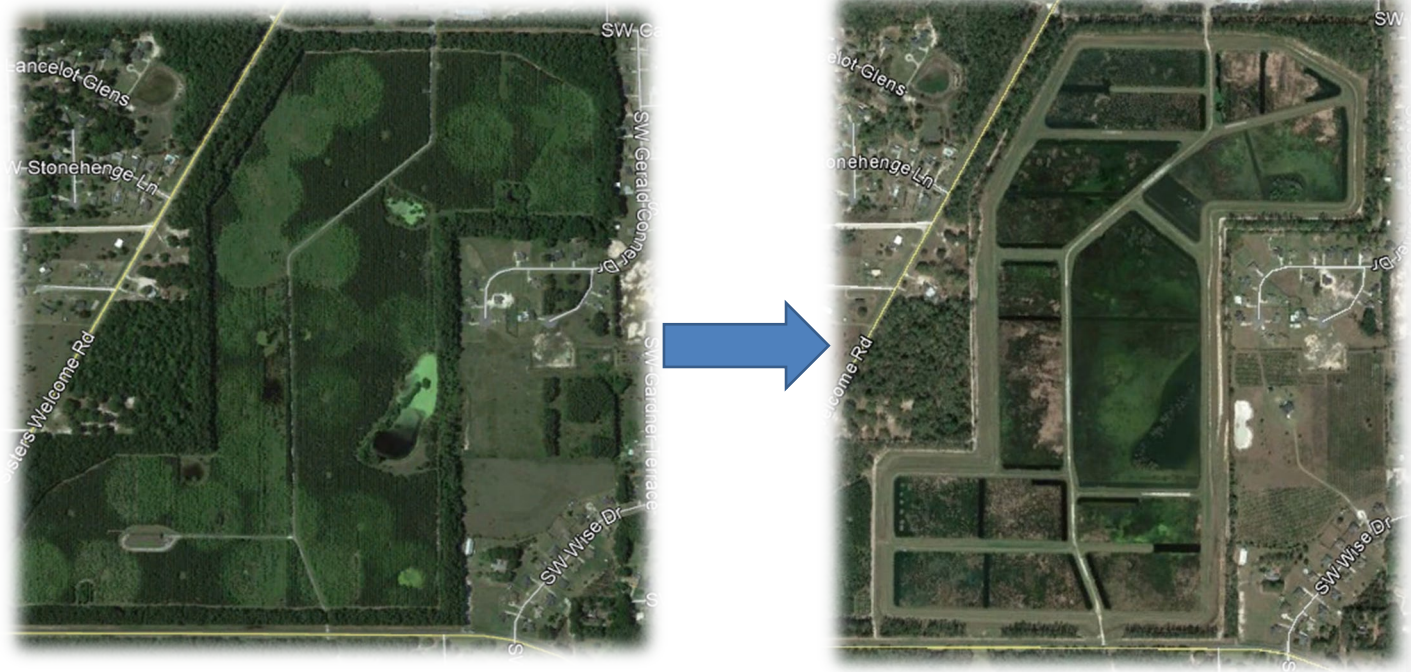
# Proposed Recharge Wetland Expansions





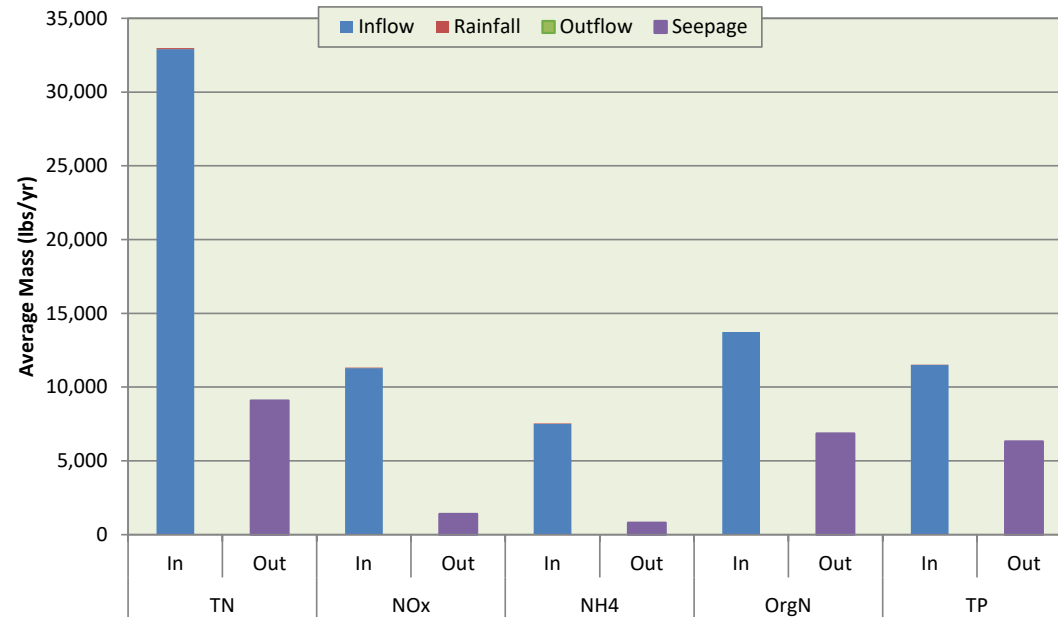
# Existing Wetland Project Timeline

- 2006 – Concept proposed
- 2013 – SRWMD submitted project for FDEP “Springs Funding”
- 2014/15 – RFP, Design and Permitting
- 2015/17 – Construction
- 2017 to Present – Operation



# Existing Project Performance

- Reduced TN from 7.0 mg/L to 1.9 mg/L
- Removed 162,000 lbs TN
- Removed 28,000 lbs TP
- Recharged ~3.6 billion gallons
- ~500,000 GPD increase in recharge





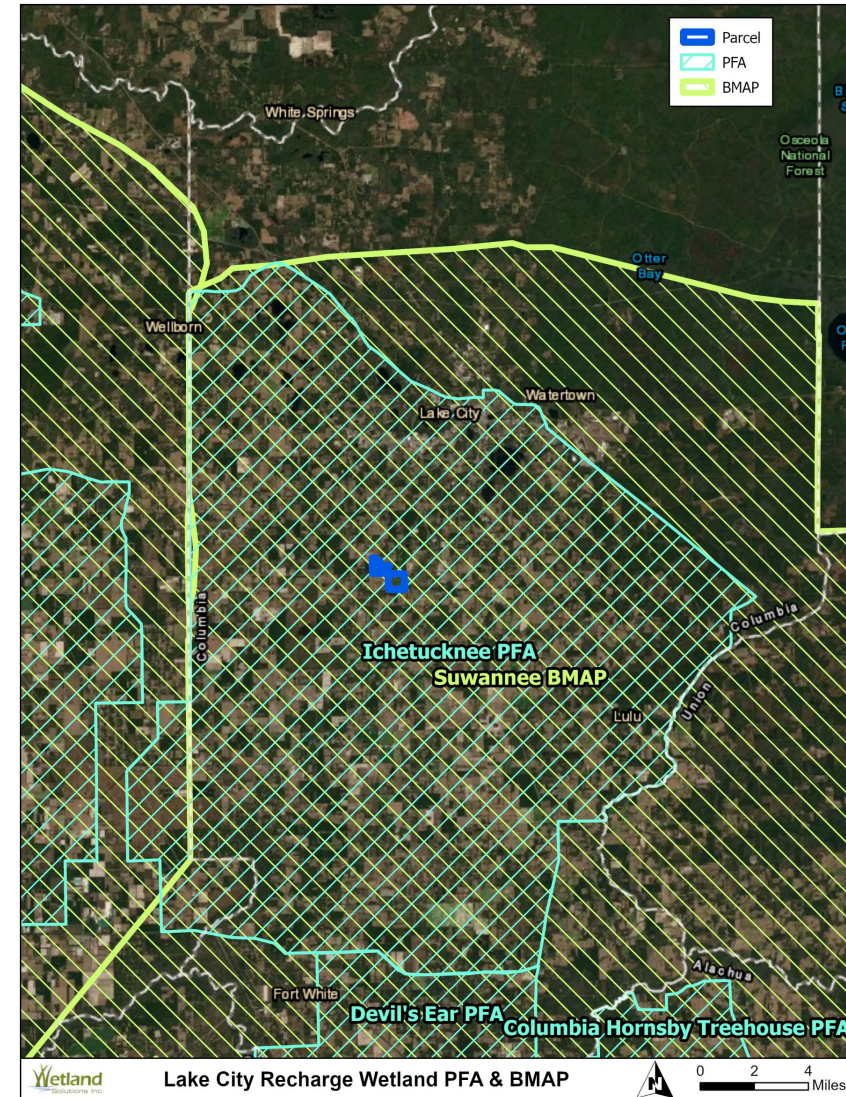
# Existing Wetland Grant Project (LP 12031)

- Permit and Construct Recharge Well
  - UIC Permit Issued – 5/9/2022
  - Requires exemptions for color and odor
  - Requires filtration and disinfection prior to discharge
  - Routine monitoring costs estimated at \$50,000/yr
- Construct Gravity Pipeline Modifications
  - Design complete – February 2022
  - Construction permit complete – April 2022
  - Materials delivered
  - Construction – March/April 2023
- Construct Inlet Structure Modifications
  - Design and permitting completed
  - Bids solicited – March 2022
  - Bids rejected – April 2022
  - Design revisions underway
  - Rebid package late 2023
- Recharge Alternative
  - 5-yr expiration on UIC permit
  - Modify grant to allow for passive recharge zone design and construction
  - Proceed with design and construction
  - Goal to complete within original grant budget



# Drivers for Wetland Expansions

- Existing wetland and sprayfields located in the Ichetucknee PFA
- Santa Fe River BMAP, AO227NE (SM), AO242NE (KL) require enhanced treatment for nitrogen (3 mg/L)
- Growth in the City's service area increasing flows to treatment facilities





# AO 227 NE – St. Margarets WRF

- March 2022 – Plan
- September 2022 – Implementation
- September 2025 – Compliance
  - Annual average TN < 3 mg/L

	ACTION ITEM	DUE DATE
i.	Submit a plan of action to achieve the total nitrogen (TN) limit within Specific Condition Number I.A.1.	March 1, 2022
ii.	Implement the plan of action	September 1, 2022
iii.	Submit first report summarizing progress toward compliance with final limit for TN.	March 1, 2023
iv.	Submit second report summarizing progress toward compliance with final limit for TN.	September 1, 2023
v.	Submit third report summarizing progress toward compliance with final limit for TN.	March 1, 2024
vi.	Submit fourth report summarizing progress toward compliance with final limit for TN.	September 1, 2024
vii.	Submit fifth report summarizing progress toward compliance with final limit for TN.	March 1, 2025
viii.	Submit final report summarizing the facility will meet and be in compliance with final limit for TN.	September 1, 2025



# AO 242 NE – Kicklighter WRF

- March 2023 – Plan (same as SM plan)
- September 2023 – Implementation
- September 2025 – Compliance
  - Annual average TN < 3 mg/L

	ACTION ITEM	DUE DATE
i.	Submit a plan of action to achieve the total nitrogen (TN) limit within Specific Condition Number I.A.1.	March 1, 2023
ii.	Implement the plan of action	September 1, 2023
iii.	Submit first report summarizing progress toward compliance with final limit for TN.	March 1, 2024
iv.	Submit second report summarizing progress toward compliance with final limit for TN.	September 1, 2024
v.	Submit third report summarizing progress toward compliance with final limit for TN.	March 1, 2025
vi.	Submit final report summarizing the facility will meet and be in compliance with final limit for TN.	September 1, 2025





# Wetland Expansion – Steedley

- Grant LPS0090
- Meets BMAP requirements for flow sent to the site
- Reduces TN load by additional 5,000 lbs/yr
- Increases recharge by 225,000 GPD
- Cost-effectiveness compared to AWT upgrades for St. Margarets and Kicklighter
- Can be operational by AO deadline



# Steedley Submitted to SRWMD on 12/15/21

Task	Date	Duration (Months)	Estimated Cost
Funding Received/Contracting	10/1/2022	3	
Design Commencement	1/1/2023	12	
Permitting	1/1/2023	6	\$490,000
Construction Bidding	1/1/2024	3	\$30,000
Construction Commencement	4/1/2024	18	\$4,540,000
Construction Oversight/Inspection	4/1/2024	18	\$320,000
Construction Completed	9/30/2025	0	
Monitoring & Reporting	10/1/2025	24	\$110,000
Contingency			\$610,000
<b>Total</b>			<b>\$6,100,000</b>





# Wetland Expansion - South Field

- Meets BMAP requirements for flow sent to the site
- Reduces TN load by additional 13,000 lbs/yr
- Increases recharge by 660,000 GPD
- Cost-effectiveness compared to AWT upgrades for St. Margarets and Kicklighter
- Likely not operational by AO deadline, but actual flows will meet BMAP requirements



## South Submitted to SRWMD on 12/16/22

Task	Date	Duration (Months)	Estimated Cost
Funding Received/Contracting	12/1/2023	3	\$920,000
Design Commencement	1/1/2024	12	
Permitting	1/1/2024	6	
Construction Bidding	1/1/2025	3	\$30,000
Construction Commencement	4/1/2025	18	\$8,390,000
Construction Oversight/Inspection	4/1/2025	18	\$610,000
Construction Completed	9/30/2026	0	\$150,000
Monitoring & Reporting	10/1/2026	24	
Contingency			\$1,200,000
<b>Total</b>			<b>\$11,300,000</b>



# Questions?





<b>MEETING DATE</b>
2/21/23

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
<b>SECTION</b>	
<b>ITEM NO.</b>	

**SUBJECT:** Wetland Grant Application

**DEPT / OFFICE:** Utilities – Wastewater

<b>Originator:</b> Cody Pridgeon, Wastewater Director		
<b>City Manager</b> Paul Dyal	<b>Department Director</b> Cody Pridgeon	<b>Date</b> 2/6/23
<b>Recommended Action:</b> Agree to apply for grant		
<b>Summary Explanation &amp; Background:</b> <p>With the help of Wetland Solutions, Inc. (WSI), the City wants to apply for a grant to convert the South Sprayfield into a treatment wetland in order to meet the new nutrient requirements. If awarded and completed, this would make all three of the City's effluent disposal sites into treatment wetlands and capable of meeting the total nitrogen limit of 3 mg/l. There is also the potential for these wetlands to increase the disposal capacity of the sites.</p>		
<b>Alternatives:</b> Not Approve		
<b>Source of Funds:</b> FDEP Grant		
<b>Financial Impact:</b> \$11,300,000		
<b>Exhibits Attached:</b> <ol style="list-style-type: none"> <li>Grant Application, Project Description</li> </ol>		

## Lake City Recharge Wetland Expansion

The City of Lake City has demonstrated their commitment to improving water quality and increasing recharge in the Ichetucknee Springshed with development and operation of the Ichetucknee Springs Water Quality Improvement Project (ISWQIP). The ISWQIP project, constructed in 2015-16, has provided nitrogen reduction and enhanced recharge for more than a billion gallons of effluent since the project became operational in 2017. During this period the project has reduced total nitrogen concentrations in the City's treated wastewater from 6.9 mg/L to an average of 1.9 mg/L in recharged water. Nitrate-nitrite ( $\text{NO}_x\text{-N}$ ) concentrations in this infiltrated water were reduced to an average of 0.29 mg/L in the infiltrated water, lower than the springs numeric nutrient criteria for  $\text{NO}_x\text{-N}$  of 0.35 mg/L.

This project proposes to expand groundwater recharge treatment wetlands as a part of Lake City's wastewater disposal through the conversion of a third Lake City sprayfield, the "South" field. This conversion will provide improved quality in water recharged to the Upper Floridan Aquifer (UFA) and will increase recharge when compared to current recharge on the sprayfield. This conversion is expected to replace the existing sprayfield and will include a multi-cell wetland that receives water from the existing sprayfield facilities and provides enhanced treatment and recharge to the UFA. Benefits of this conversion will accrue to the Ichetucknee Priority Focus Area and are expected to increase recharge volumes by reducing evapotranspiration while improving water quality in infiltrated water. This project will eliminate the City's third and final sprayfield allowing for all wastewater treated by the City to be polished and recharged through groundwater recharge wetlands.

This project proposes to direct an average flow of 1.6 MGD to a multi-cell groundwater recharge wetland designed on the footprint of the existing South sprayfield. Treated effluent entering the wetland will have water treated to achieve a TN of less than 3 mg/L in the wetland's first two cells. These cells will be lined with onsite clayey soils to reduce infiltration. This will allow for the water to achieve the advanced wastewater treatment standard of 3 mg/L for TN prior to water being recharged in higher infiltration cells. This project is being engineered to increase the disposal capacity of this field by approximately 50% or more through the combination of ponding water within the wetland and enhancing recharge through soil modification. Historical discharge to this field was approximately 1.0 MGD.

The City's wastewater facilities (St. Margarets [FLA113956] and Kicklighter [FLA758353]) currently have a combined permitted capacity of 5.95 MGD with 3.0 MGD of available disposal capacity on the existing sprayfields and groundwater recharge wetland. While the initial ISWQIP has increased disposal capacity on the wetland area, there remains the need to increase disposal to provide capacity for the permitted flow rates of both existing wastewater facilities. The need for this capacity is also being accelerated by extensive development occurring within and around Lake City. Conversion of the third City sprayfield will further enhance the City's disposal capacity while reducing nitrogen loading to the Ichetucknee PFA.

Water quality benefits of this project were estimated based on bypassing the reservoir, a project is currently underway to convert the wetland to gravity flow and that project is expected to be complete before this project would begin. The incoming total nitrogen concentration was estimated to be 9.8 mg/L based on flow-weighted average concentrations from the St. Margarets and Kicklighter facilities. Based on an inflow rate of 1.6 MGD, the estimated inflow total nitrogen load is about 47,700 lbs/yr. Wetland process modeling estimated that the concentration in water infiltrated from the project will average less than 1.5 mg/L, an 85% reduction. This concentration reflects the spatially averaged surface

water concentration prior to infiltration and results in the removal of approximately 40,400 lbs /yr of nitrogen. Infiltration through the carbon rich, anaerobic sediments is expected to further reduce nitrogen concentrations before the water mixes with native groundwater. For Fiscal Year 2023 applications, the FDEP has provided a spreadsheet tool (LCRWSouth\_TN calc and cost eff Rev1.xlsx) for calculating nitrogen reduction which has been used to estimate the cost-effectiveness for this project over a 30-year period. The FDEP spreadsheet does not have the flexibility needed to accurately compare the proposed recharge wetland project to the baseline condition. The FDEP spreadsheet estimated load reduction for this project is 12,895 lbs/yr. When combined with the estimated project cost (\$11.3 million), the 30-yr estimated unit cost for nitrogen removal is \$29.21 per pound.

**SPRINGS /AWS Project Submittal****Springs and AWS Cost Share Project Submittal Form**

**Detailed Guidance for completing the Application Form can be found at the link below:**

[2021 SRWMD Springs Application Guidance](#)

Please refer to this Guidance for important information to assist in completing the form. Due to the combination of Springs and AWS some items may have been deleted or revised.

**Detailed Guidance on completing Sections I through VIII can be found at FDEP's website :**

[Springs-Funding-Guidance](#)

This will open a new window.

**Guidance for AWS projects can be found at:**

[AWS Guidance \(PDF\)](#)

This will open in a new window

**I. Contact Information****A-1 Name of Entity/Organization\***

Wetland Solutions, Inc.

**A-2 Primary Contact Person:\***

Scott Knight

**A-2 Title**

Water Resources Engineer

**A-2 Email\***

sknight@wetlandsolutionsinc.com

If primary contact is a consultant for the entity please provide an agents form.

**A-2 Address1\***

5302 NW 156th Ave

**A-2 Address2****A-2 City\***

Gainesville

**A-2 State**

FL

**A-2 Zip\***

32653

**A-2 Office Phone**

386-462-9286

**A-2 Mobile Phone**

352-514-4766

**Contractual  
authority of  
Primary Contact**

- ☐ Can sign  
Agreements
- ☐ Cannot sign  
Agreements
- ☒ I am a  
consultant

Select one

**Designation of  
Authorized agent**[Agents form](#)Download Authorization  
form**Agents form**

LC.pdf

**A-3 Contact for  
entering into  
contractual  
agreement**

Stephen Witt

If same as above, do not  
complete this section**A-3 Street Address**

205 N Marion Ave

**A-3 City, State, Zip**

Lake City, FL 32055

**A-3 Phone**

386-719-5756

**A-3 Email Address**

witts@lcfla.com

**II. Spring Information - Water body information****B-1 Spring, Waterbody or Aquifer**

Ichetucknee Priority Focus Area

Enter Name of Spring (s) , surface waterbody or aquifer affected. If aquifer, provide also a local  
waterbody**B-2 Impairment**

BMAP or RAP

Does the Spring or waterbody have an  
Impairment, Basin Management Action Plan  
(BMAP) or a Reasonable Assurance Plan (RAP)?  
Select one.**B-3 MFL**

MFL Recovery

Does the Spring or waterbody have an MFL, and if  
so, is it in recovery or prevention? Select one.**III. Project Information****C-1 Project Name:\***

Lake City Recharge Wetland - South

If the Project is included in a BMAP, BMAP Annual report, or MFL Recovery/Prevention Strategy please use  
the name listed in the document for ease of cross reference.

**C-2 In which County(ies) is this project physically located?:  
(check all that apply)\***

- |  |  |                                    |                                   |
|--|--|------------------------------------|-----------------------------------|
| <input type="checkbox"/> District-wide | <input checked="" type="checkbox"/> Columbia | <input type="checkbox"/> Jefferson | <input type="checkbox"/> Putnam   |
| <input type="checkbox"/> Alachua       | <input type="checkbox"/> Dixie               | <input type="checkbox"/> Lafayette | <input type="checkbox"/> Suwannee |
| <input type="checkbox"/> Baker         | <input type="checkbox"/> Gilchrist           | <input type="checkbox"/> Levy      | <input type="checkbox"/> Taylor   |
| <input type="checkbox"/> Bradford      | <input type="checkbox"/> Hamilton            | <input type="checkbox"/> Madison   | <input type="checkbox"/> Union    |

**Project location**

Enter Latitude / Longitude in decimal degrees of actual work area below (ie not just the center of the municipality). Use centroid for large areas. This will be used to determine benefits to the NFRWSP, BMAP, PFA, TMDL, and MFL Recovery/Prevention Strategy.

**C- 3 Latitude\***

Decimal degrees  
i.e. 30.27523

**C-4 Longitude\***

Decimal degrees i.e.  
-83.5555

**C-5 Project Type\***

Select one category

**C-6 Project Description (Scoring Criteria 1)\***

This project proposes to further expand on the City's existing recharge wetland through conversion of the City's third sprayfield to a groundwater recharge wetland with the addition of approximately 80 acres of treatment and recharge area. This conversion is being designed to reduce nitrogen in treated water and to increase recharge on the parcel. This project is located within the Ichetucknee Priority Focus Area and reduced nitrate concentrations will provide lower nutrient water to the spring. Furthermore, reduced evapotranspiration losses will benefit the spring through increased flows.

Clearly describe the project, e.g. what is being constructed and why. What is the program to be implemented? (1000 char. max.)

**C-7 Measure of Success (Scoring Criteria 1)\***

This project is an expansion of the existing groundwater recharge wetland constructed on one of the City's existing sprayfields to the north. The original recharge wetland has been monitored and has consistently demonstrated significant reductions of nitrogen in water recharged to the aquifer. This project proposes treatment of 1.6 MGD of flow with an expected inflow total nitrogen concentration of 9.84 mg/L. Based on the combination of modeling and data from the similar system to the north, total nitrogen is expected to be reduced by 85% to approximately 1.50 mg/L on average recharging the aquifer. The net increase in recharge and improved water quality will be directly measured through construction of a site water and nutrient budget following the collection of operational data after startup. A 2-year operational period will be used to demonstrate project effectiveness.

How will you measure the effectiveness of the Project? (Example, pre and post water or pre and post nitrogen reduction audit; monitoring program)

**BMAP project numbers**

[BMAP Projects for SRWMD](#)

Review this link to find related BMAP project

**C-8 Is the project listed in a BMAP (or Annual Update)?\***

**C-10 Primary WBID**

Enter Primary Water Body ID number that this project benefits if known.

**IV. Water Quality**

Refer to Springs Funding Guidance Appendix C and AWS Guidance

**D-1 Does the Project have Water Quality Benefits?\*****D-2 Nitrogen Reduced (lbs/yr)**

Using attenuation and recharge factors as applicable. Upload copy of calculations below.

**D-3 Sediment Reduced (lbs/yr)**

Refer to Springs Funding Guidance for EPA Spreadsheet tool for the estimation of pollution load (STEPL).

**V. Water Quantity**

Refer to Springs Funding Guidance Appendix D and AWS Guidance

**E-1 Does the Project have Water Quantity Benefits?\*****E-2 Quantity of Water Made Available (MGD)**

Enter number only.

**VI. Land Acquisition****F-1 Acres to be Acquired**

Enter number only, leave "0" if NA

**VII. Project Time and Cost****G-7 Is this a Multiyear Project?\***

Multi-year refers to projects that will request funding over multiple funding cycles, typically for phases. It does not refer to projects that take more than one year to complete.



**G-7a Year 1 DEP**

Funds requested in Year 1.  
This should match amount  
listed in "State Funding  
Requested".

**G-7b Year 2 DEP**

Funds to be requested in Year  
2

**G-7c Year 3 DEP**

Funds to be requested for  
Year 3

**G-7d Year 4 DEP**

Funds to be requested for  
Year 4

**G-7e Year 5 DEP**

Funds to be requested in Year  
5

**G-2 Local Match  
Amount**

Leave blank if NA

**G-2a Local Match  
type\***

Refer to Springs Guidance  
III.B

**G-3 Third Party  
Match**

Cash Contribution  
amount, leave blank if  
NA

**G-4 Total Project  
Cost\***

Include capital,  
construction, land  
acquisition, planning,  
permitting & design  
costs.

**G-5 Anticipated Start  
Date\*****G-6 Anticipated End  
Date\*****Reimbursement\***☒ Yes☐ No

If awarded, the Applicant has committed or will commit  
funds in their budget for this project.

**VIII. Other**

Provide additional supporting information below. File uploads are available at the end of the form.

**H-1 Additional information beneficial to evaluating the project**

Limit 1000 characters

**Scoring Criteria 2 through 5- Supporting Information**

*Detailed information in the section below will be used in the evaluation of the Project benefits, readiness  
to proceed and cost effectiveness.*

**Project Benefits Criteria 2**

1-30 points for Primary Benefit. 0-10 points for Secondary benefit. Refer to SRWMD Springs Application Guidance.

**J-1 Primary Benefit**

Water Quality



Select only one

**J1a: Describe the Project Benefit in detail**

The existing Lake City Wetland has provided substantially improved water quality to the Ichetucknee Springshed. This project has been a success for the City, SRWMD, and FDEP. This project is a logical extension of previously-funded projects to further increase recharge and provide for increases in the City's disposal needs through increased beneficial recharge of high-quality water with low nitrate.

Refer to FY 2021 SRWMD Springs Application Guidance.

**J-2 Does the Project include Septic to Sewer?\***

No

**J-3 Number Septics upgraded or enhanced**

Advanced treatment for septic systems.

**J-4 Wastewater System Project**

☒ WWTF Upgrade (ex. AWT, reuse)

☐ Infrastructure Improvements

☒ Change in Application Method

☐ NA apply

Check all that

☐ New WWTF or expansion

☐ Transmission Extension

☒ Recharge

**Benefit calculator for wastewater projects**

[FDEP method for wastewater TN calculations](#)

This can be used for TN calculations for septic to sewer, plant upgrades, package plants, and advanced systems.

**J-5 Upload copy of calculations for Nutrient reductions**

LCRWSouth.xlsx

Required information for Water Quality Projects.

**Notes on Nutrient reductions**

This will be a continuing reduction into the future.

Enter brief comments, additional information. Is this a one-time reduction?

**J-7 If the Project is for Water Resource Development or Alternative Water Supply Identify Water Source**

- |   |   |
|---|---|
| <input type="checkbox"/> Brackish Groundwater | <input type="checkbox"/> Brackish Surface Water |
| <input type="checkbox"/> Stormwater           | <input type="checkbox"/> Other                  |
| <input type="checkbox"/> Reclaimed water      | <input type="checkbox"/> NA                     |
| <input type="checkbox"/> Surface water        | Check all that apply                            |

**J-7a Identify Waterbody or Source for "Other"****J-8 AWS Offset of Potable Water**

Enter MGD if applicable

**J-9 AWS for recharge**

Enter MGD if applicable

**Number of wells to be removed/abandoned**

For water supply infrastructure

**J-10 Wetlands restored /Acquired**

Enter Acres

**J-11 Uplands Restored/ Acquired**

Enter Acres

**J-12 Shoreline Restored/Enhanced /Acquired**

Enter linear feet

**Notes on Natural Systems**

Enter comments, additional information

**J-13 Optional Description of Acreage**

Describe purpose for land acquisition

**J-14 Secondary Benefit**Water Quantity **J-15 Describe Secondary Benefit (0-10 points)**

In addition to the primary water quality benefit this project will also provide water quantity benefits by increasing the volume of water recharged on the parcel. This will be accomplished through the combination of continuous ponding (more driving head) and soil modification to increase recharge in the most downgradient cell. The combination of these changes is expected to increase recharge by 0.629 MGD.

Identify and quantify benefit (MGD, TN, Sediment, Natural System) and how success will be measured. (500 Char. max.)

**Project Readiness Criteria 3 (1-20 points)**

Enter Duration required to complete Task. Enter NA if Not Applicable.

**K-1 Planning**

2

Enter Duration in  
months**K-1a Planning %  
complete**

90

Enter 0-100

**K-2 Design**

12

Enter Duration in  
months**K-2a Design %  
complete**

0

Enter 0-100

**K-3 Land Acquisition**

0

Enter Duration in  
months**K-3a Land  
Acquisition %  
complete**

100

Enter 0-100

**K-4 Permit**

6

Enter Duration in  
months**K-4a Permit %  
complete**

0

Enter 0-100

**K-5 Permit  
Agency/Type**FDEP/Wastewater,  
SRWMD/ERP**K-5a Permit Number****K-5b Expiration Date**

Permit expiration date

**K-6 Bidding**

3

Enter Duration in  
months**K-6a Bidding %  
complete**

0

Enter 0-100

**K-7 Construction**

18

Enter Duration in  
months**K-7a Construction %  
complete**

0

Enter 0-100

**K-8 Duration of Project being funded\***

60

Total Duration in months to complete this project.

**K-5c List any additional permits obtained or required for this project.**

FDEP/Major Wastewater Permit Modification, SRWMD/ERP

**Cost Effectiveness Criteria 4 (1-30 points)**

Cost effectiveness is based on the funding amount requested (does not include match or the total project cost)

**Cost Effectiveness calculator**[Cost Effectiveness Calculator](#)

For Water Quality and Quantity

**L-1 Identify source of match or other funds**

State or Federal appropriations, grants, bonds and status of those funds. (Applied for, obtained)

**L-2 Service life**

50

Estimated service life of components in years

**L-3 Estimated O & M cost**

45000

Annual Operations and Maintenance amount

**L-4 Water Supply Development**

Cost per 1000 gallons made available based on funding requested (not total project cost)

**L-5 Water Conservation**

Cost per 1000 gallons conserved based on funding requested (not total project)

**L-6 Water Quality TN**

29.21

Cost per lb. TN based on funding requested (not total project)

**L-8 Sediment**

Cost per lb. based on funding requested (not total project)

**L-9 Natural System**

Cost per Acre based on funding requested (not total project)

**L-10 Natural System**

Cost per linear feet of shoreline based on funding requested (not total project)

**L-11 Economically Disadvantaged Communities\***

REDI

**L-12 Attach cost effectiveness calculator\***

LCRWSouth.xlsx

**L-13 Upload detailed project cost schedule\***

LCRWSouth.xlsx

Provide table or spreadsheet with detail project costs by task or segment of the project.

**Enter Notes on Cost effectiveness if applicable**

A project service life of 30 years was used based on the FDEP cost-effectiveness spreadsheet. The lifespan of this project is expected to be 50 years.

**Location Criteria 5**

15 points possible. Project must provide a benefit to the plan to receive points. For example, projects supporting MFLs, water supply plans, prevention/recovery strategies, conservation, or recharge must have an MGD benefit and projects supporting BMAPs or PFA must have a water quality benefit.

**M-1 Location Description**

This project is located in the Ichetucknee Priority Focus Area and the Santa Fe Basin Management Action Plan Area.

Provide supporting information on the location and how the location supports Natural Systems Restoration, Stormwater, Water Quantity or Water Quality in the Spring(s) or waterbody.

**M-2 Upload Map \***

LC.jpg

Map should include affected MFL, TMDL, BMAP or impaired waterbodies, wetlands, or springs.

**Aerial map\***

LC.jpg

Provide aerial map showing geographical location with nearest city or town

**Supporting Information**

Supporting information and upload for documents not listed above.

**N-1 Upload detailed schedule\***

LCRWSouth\_Funding Schedule.xlsx

Required

**N-2 Upload Photos**

No file selected.

Optional

**N-3 Upload Conceptual Plans**

No file selected.

Optional

**N-4 Upload other information**

No file selected.

Optional

**N-5 Other supporting Documents**

LCRWSouth.docx

Optional

**N-6 Local Government Support**

Does this project have the approval and/or support of the appropriate governing bodies (e.g. county or city commissions, water supply authorities, etc.)?

☒ Yes

☐ No

☐ Not Applicable

**N-7 Local Government/Public Support**

The City Commission and City Staff have been supportive of the existing recharge wetland project. This project has not yet been submitted to the City Commission for consideration because funding is not yet in place.

Describe the public support for this Project (meetings, workshops, presentations, notifications, etc). If this Project requires participation from certain communities or owners, provide method used to ensure participation.

**N-8 Partner(s)/Cooperator(s):**

Please identify any other entity involved with the project, including those contributing funds and in-kind contributions. Please identify how they are contributing to the project.

**N-9 Applicant has identified all required permits necessary for Project construction and has indicated whether any property needed is under it's ownership or control.**

SK

Initial here:

**Checklist**

- ☒ All required fields (marked with an \*) must be filled in to submit
- ☒ A detailed schedule has been uploaded
- ☒ Project phasing information is provided (if applicable)
- ☒ Detailed Project cost breakdown has been uploaded
- ☒ Calculations for Quantification of project benefits has been uploaded
- ☒ Copy of Cost effectiveness calculator has been uploaded
- ☒ Applicant has identified all required permits necessary for Project Construction
- ☒ Application is digitally signed and dated below

**I certify that all information on this form and the attached documents, if applicable is true and correct.**

**First Name**

Scott

**Last Name**

Knight

**Title**

Water Resources  
Engineer

**Date Submitted**

12/16/2022

**File Attachments for Item:**

4. Enterprise Fleet Management PowerPoint Presentation - Simon Ortega and Heather Bell



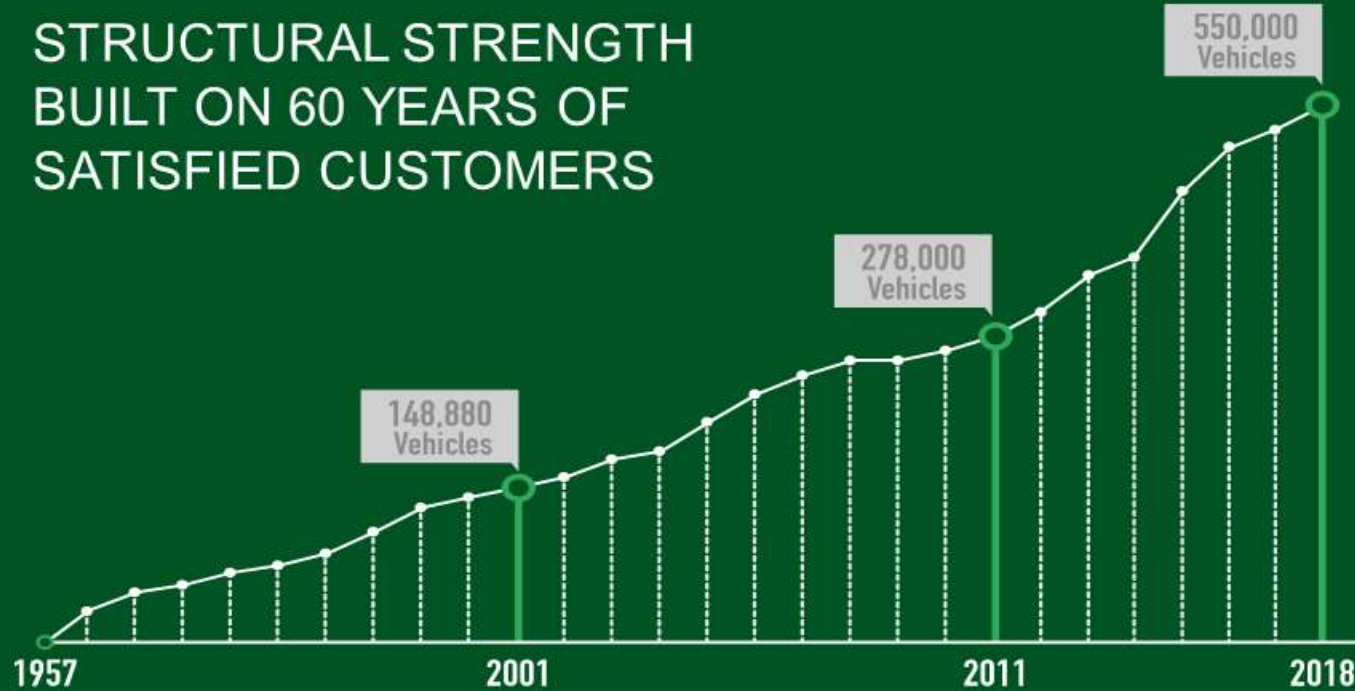


FLEET MANAGEMENT

# City of Lake City

# ENTERPRISE FLEET MANAGEMENT

STRUCTURAL STRENGTH  
BUILT ON 60 YEARS OF  
SATISFIED CUSTOMERS



2,200

EMPLOYEES

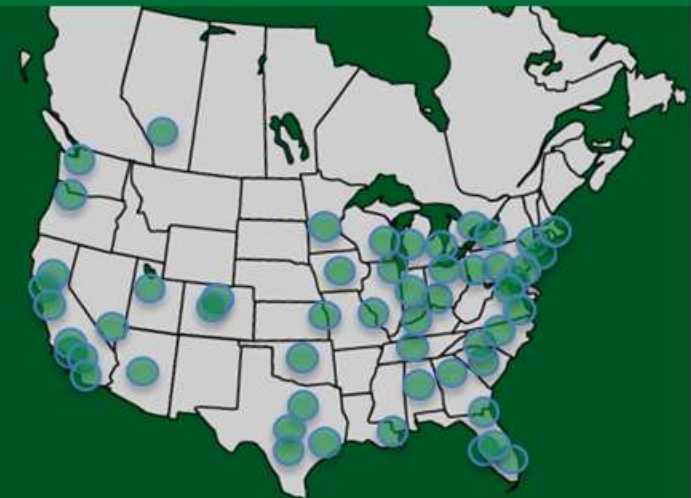
550,000+

FLEET MANAGED

54

LOCAL OFFICES

LOCATIONS



# REFERENCES



# INDUSTRY UPDATE: TOTAL COST TRENDS

4



## ACQUISITION

**13% ↑** NEW VEHICLE PRICES

- Challenges in the supply chain and pent-up demand continue to impact availability



## FUEL

**38% ↑** PRICE PER GALLON

- Gallons pumped increased by 12%
- Aging vehicles impact total cost through lower MPG



## LEAD TIME

**6-9 ↑** MONTHS

- Rates rising from historic lows but remain below pre-Covid rates
- Federal Reserve has indicated as many as six increases in 2022



## INSURANCE

**9% ↑** PREMIUMS

- Increase in severity of claims
- 11% increase in annual miles driven



## MAINTENANCE

**17% ↑** REPAIRS

- Shortages of techs lead to longer downtimes
- Raw materials increasing 10-15%, are creating an increase in parts costs



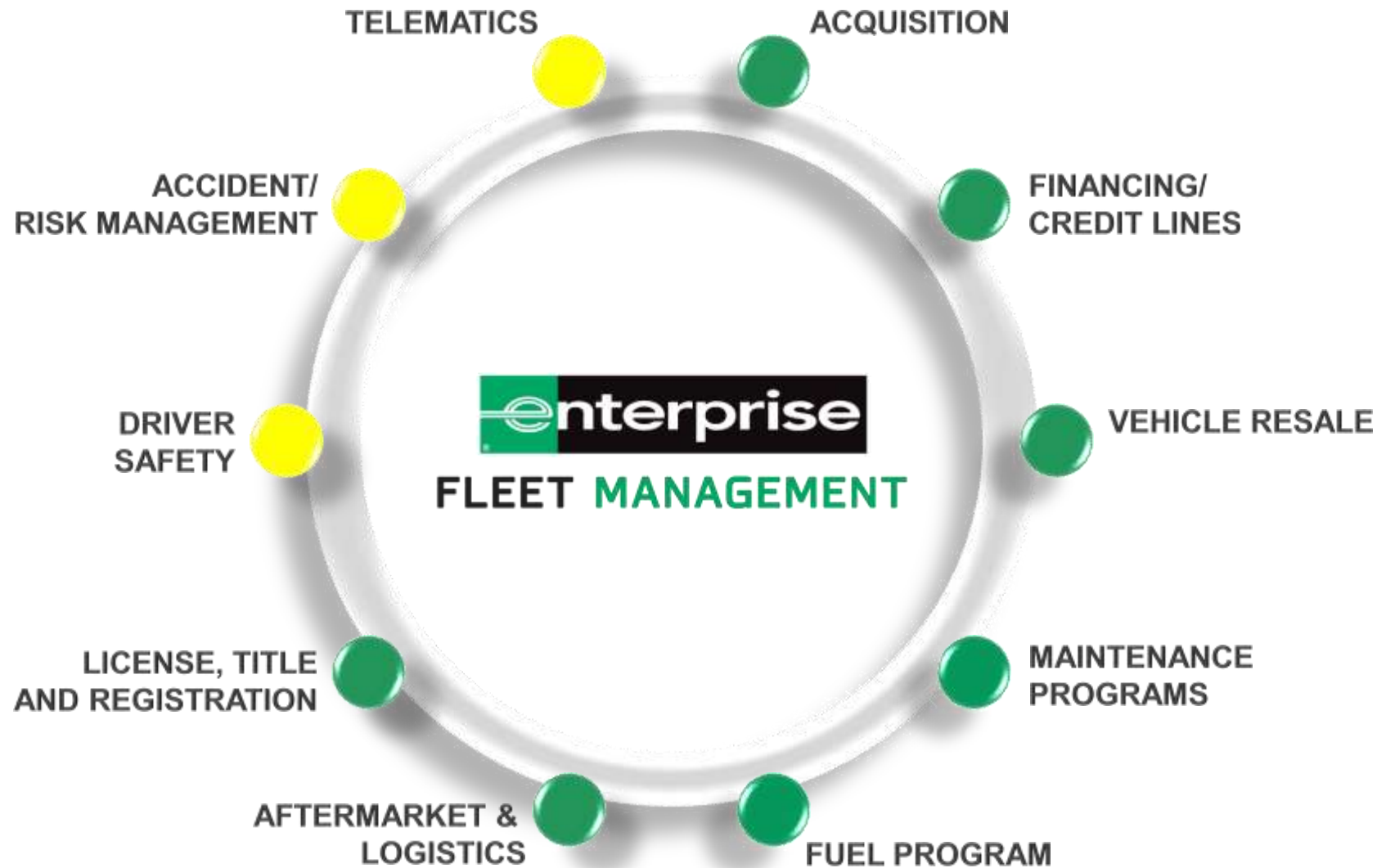
## REMARKETING

**41% ↑** RESALE VALUE

- Lack of new vehicle availability is driving used vehicle prices to record levels



# DELIVERING SOLUTIONS. DRIVING RESULTS.



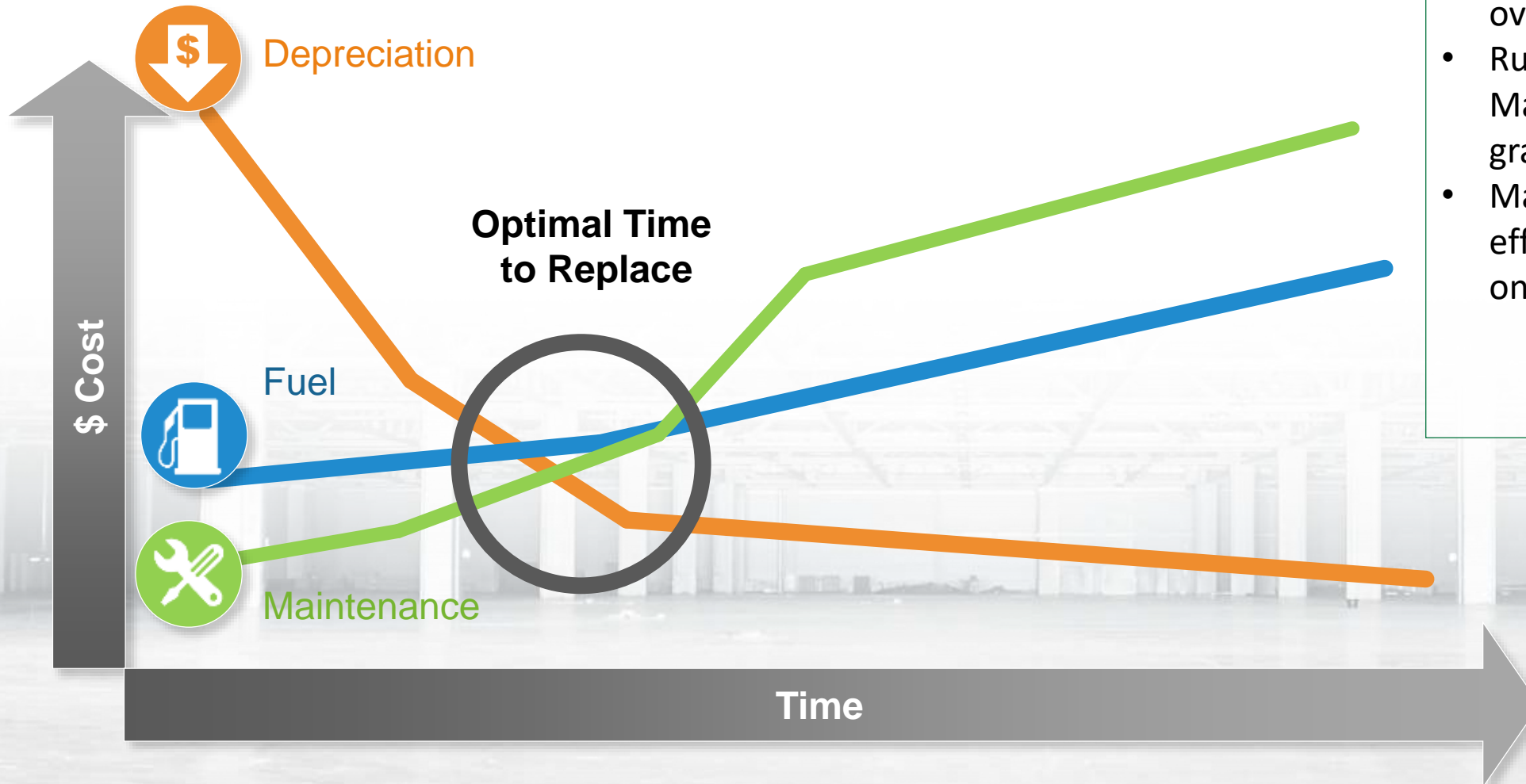
**enterprise**  
FLEET MANAGEMENT



**Sourcewell**  
Formerly NJPA

**E&I** Cooperative Services  
Sourcing. Strategy. Savings.®

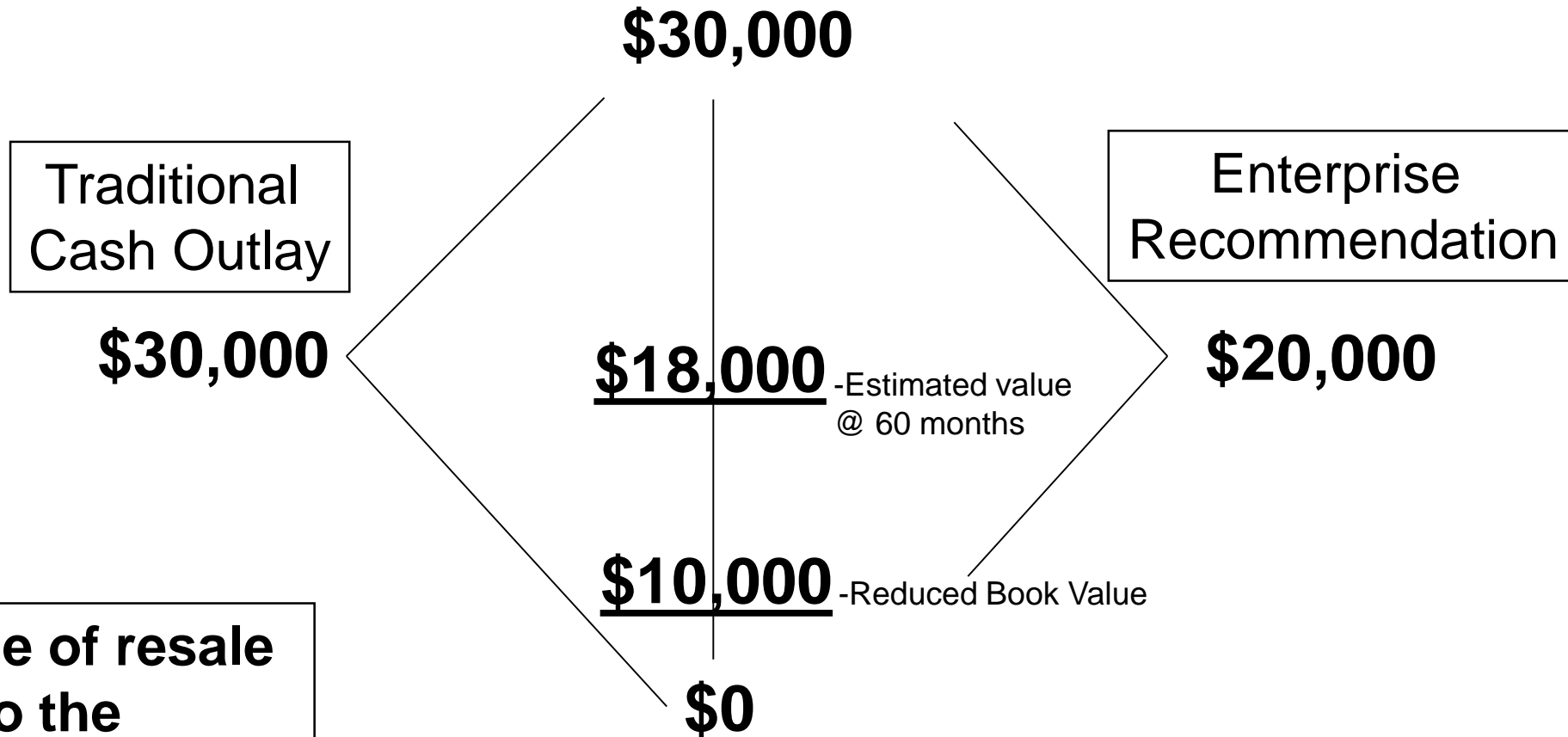
# EFFECTIVE VEHICLE LIFECYCLE



## Key Observations

- Depreciation/year declines over time
- Running costs of Fuel and Maintenance increase gradually over time
- Mandated MPG efficiencies reward staying on technology wave

# Open-Ended Municipal Leasing Model



**Equity at time of resale is returned to the Government Entity or rolled into replacement vehicle, reducing ongoing costs**

# OPERATING EXPENSES

## Maintenance

### Full Maintenance

- Fixed monthly rate
- Simple process for all parties
- Includes: 24/7 Roadside, all major and minor repairs

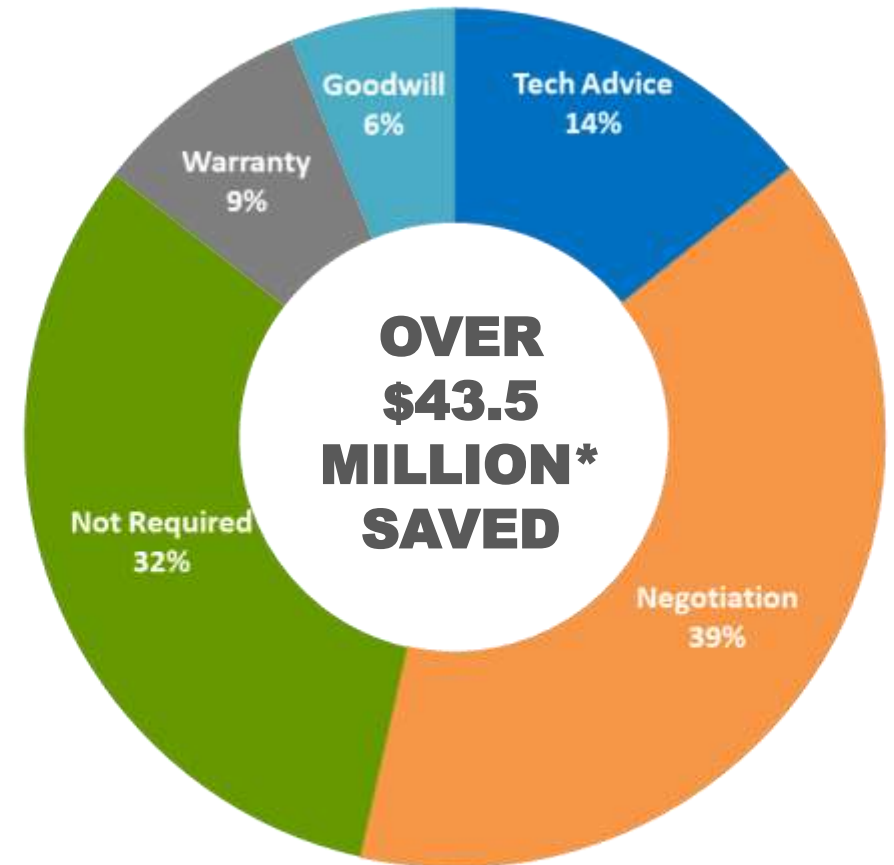
### Maintenance Management

- “Bridge” program for Emergency Response Vehicles and currently owned fleet vehicles
- Seamless experience for field drivers

### Enterprise National Service Department

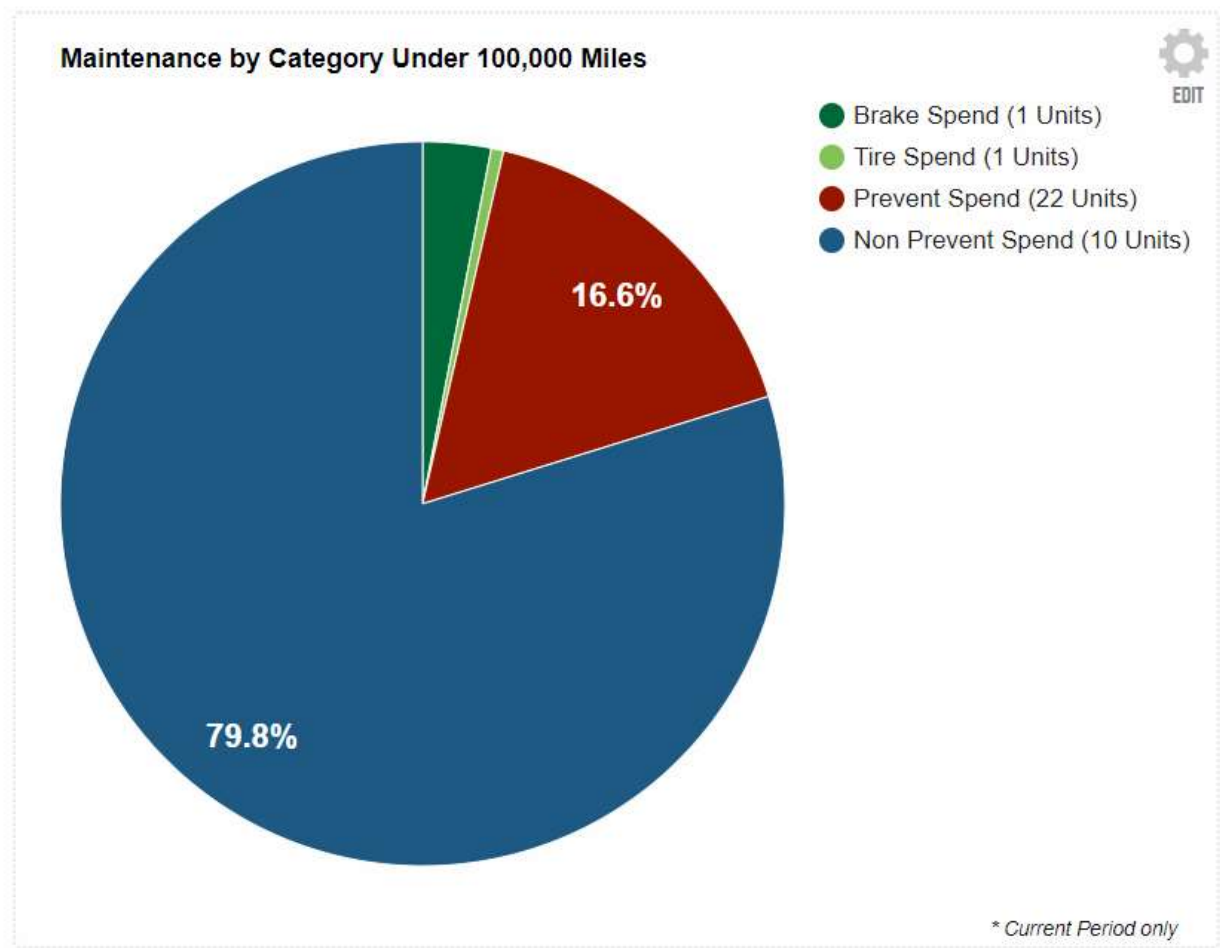
*The first fleet management company to be awarded the Automotive Service Excellence “Blue Seal of Excellence” in 1997 and has received this recognition each year since then, an industry record.*

- We manage more than 500,000 vehicles and saved our clients a total of \$44 million\* in 2021.
- \$2.7 million in post warranty/goodwill was refunded to our clients in 2021.





# Maintenance by Category



Category	Maintenance Cost
Brake Spend (1 Units)	\$619.86
Tire Spend (1 Units)	\$112.62
Prevent Spend (22 Units)	\$3,383.11
Non Prevent Spend (10 Units)	\$16,251.94
<b>Total Spend (41 Units)</b>	<b>\$20,367.53</b>

# REMARKETING TEAM

**800** DEDICATED  
REMARKETING EMPLOYEES



**150** REMARKETING  
LOTS IN NORTH AMERICA

IN 2019, ENTERPRISE  
**SOLD OVER**  
**1,200,000**  
VEHICLES.



■ AUCTION **15%**  
■ DIRECT TO  
DEALER **85%**

**19,000+**  
UNIQUE BUYERS



COMMERCIAL SALES  
EXCEEDED AT AN  
AVERAGE OF  
**110.4%**  
of  
**BLACK BOOK (CVI).**

# Vehicle Resale Overview

	Current Period	Prior Period	% Change
Number of Vehicles Sold	14	19	26.32% ↓
Average Sale Price	\$31,078.57	\$19,497.37	59.40% ↑
Total Gain/Loss	\$398,713.31	\$328,838.85	21.25% ↑
Average Gain/Loss	\$28,479.52	\$17,307.31	64.55% ↑
% of Industry Benchmark	110.93%	112.46%	1.36% ↓

— Purchase Option and Total Loss units are not included.

**File Attachments for Item:**

5. Discussion and Possible Action: Verbal presentation from Schara Wilson, Wilson Family, owners of the Historic Theater located at 348 North Marion Avenue.

To Whom It May Concern:

The Wilson family would like to be placed on the agenda on February 6, 2023, for a short verbal presentation with discussion and possible action able to be taken.

We, the Wilson family, are the owners of the Historic Theater located in the historic downtown district at 348 N. Marion Ave. and are hoping that the city would work with us to make this site a huge benefit to the entire city. We believe with suitable parking and renovation this could be one the best entertainment and event spaces the city has ever seen.

The topic of discussion for the Historic Theater is twofold:

First, we are asking for the city to turn city owned property into a grassed parking area. According to Columbia County Appraisal site the property we are referring to is parcel number 11987-000(40571). This is the grassed portion of the property located on Franklin Street where there was a former parking area for Columbia County Bank's repossessed vehicles. With that said, this request would not be asking for the use of the property in a way that it has not already been historically used. We are simply asking that the city make it a more formal parking area by removing the fence and leveling the area.

Secondly, we are asking for the city to partner with the Wilson family to help with securing a historical grant to renovate the entire building and bring it up to current code. We are familiar with the cities deal with the Blanche Hotel. We understand that city was instrumental in helping secure that historical landmark and in addition, a historical grant along with other funding. However, we are currently only asking for help in securing a grant. We believe with having the city as a partner for the grant this would increase the likelihood of successfully securing the grant. Please feel free to contact me via phone at 386-344-3655 or via email at [schara.wilson12@gmail.com](mailto:schara.wilson12@gmail.com). We appreciate your consideration of helping our family, the Wilson's, secure this historical landmark and grant in advance.

Sincerely,

Schara Wilson  
386-344-3655  
[Schara.wilson12@gmail.com](mailto:Schara.wilson12@gmail.com)

**File Attachments for Item:**

6. City Council Resolution No. 2023-014 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Number Four to the continuing contract with North Florida Professional Services, Inc., providing for engineering services related to the Evergreen Drainage Ditch; providing for payment for the professional services at a cost of not to exceed \$5,600.00; and providing an effective date.

**CITY COUNCIL RESOLUTION NO. 2023-014**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE EXECUTION OF TASK ASSIGNMENT NUMBER FOUR TO THE CONTINUING CONTRACT WITH NORTH FLORIDA PROFESSIONAL SERVICES, INC., PROVIDING FOR ENGINEERING SERVICES RELATED TO THE EVERGREEN DRAINAGE DITCH; PROVIDING FOR PAYMENT FOR THE PROFESSIONAL SERVICES AT A COST NOT TO EXCEED \$5,600.00; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the “City”) entered into a Continuing Contract for Professional Services with North Florida Professional Services, Inc. (hereinafter “NFPS”), as authorized by City Council Resolution No. 2021-183 with respect to certain studies, planning, design, and constructions of improvements to the City water system, wastewater system, reuse water, stormwater systems, gas system, Lake City Gateway Airport (hereinafter the “Airport”), City recreational facilities, City Hall, City safety facilities and streets (herein collectively the “City Projects”); and

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

**WHEREAS**, the City desires to enter into Task Assignment Number Four to its Continuing Contract with NFPS for engineering services related to the Evergreen Drainage Ditch, pursuant to the terms and conditions of Task Assignment Number Four, a copy of which is attached hereto 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 incorporated herein and made a part of this resolution.

**Section 2.** The City is hereby authorized to enter into Task Assignment Number Four with NFPS for the additional services.

**Section 3.** The City Manager and City Attorney are authorized to make such reasonable changes and modifications to Task Assignment Number Four 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 Four 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 NFPS 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 February 2023.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Thomas J. Kennon, III,  
City Attorney

**TASK ASSIGNMENT NUMBER FOUR TO THE CONTINUING CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND NORTH FLORIDA PROFESSIONAL SERVICES, INC., A FLORIDA CORPORATION, FOR ENGINEERING SERVICES RELATED TO THE EVERGREEN DRAINAGE DITCH**

THIS TASK ASSIGNMENT NUMBER FOUR is made and entered into this \_\_\_\_\_ day of February 2023, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055, and whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and NORTH FLORIDA PROFESSIONAL SERVICES, INC., a Florida corporation (herein referred to as "Consultant").

**RECITALS**

A. City and Consultant have heretofore entered into a Continuing Contract for professional consulting services as authorized by City Resolution No. 2021-183 (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 professional engineering services related to the production and submission of the required documentation to the Suwannee River Water Management District (SRWMD) for the maintenance and repair of the drainage ditch project, and the City desires to enter into this Task Assignment Number Four with Consultant for such services pursuant to the terms and conditions contained herein.

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

1. **RECITALS**: The above recitals are all true and accurate and are incorporated herein and made a part of this Task Assignment Number Four.

2. **PROJECT**: The City hereby engages Consultant, and Consultant agrees to furnish to City the services and work as set forth in “Exhibit A” titled *Scope of Services Evergreen Drainage Ditch*, that was provided by Consultant and a copy of which is attached hereto and made a part of this Task Assignment Number Four.

3. **COMPENSATION TO CONSULTANT**: City shall pay Consultant for its services a not-to-exceed fee of five thousand six hundred dollars and zero cents (\$5,600.00). 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, and requirements of the Continuing Contract are incorporated herein and made a part of this agreement. Should any term or condition of the documents referenced herein conflict with a term or condition of the Continuing Contract the term or condition of the Continuing Contract shall prevail and be binding.

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

6. **ENTIRE AGREEMENT**. This Task Assignment Number Four, the

Continuing Contract, and “Exhibit A”, 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 attachment hereto, the provisions of this Task Assignment and the Continuing Contract shall control. This Task Assignment Number Four may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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

8. **EXECUTION IN COUNTERPARTS AND AUTHORITY TO SIGN.** This Task Assignment, any amendments, or change orders related to the Task Assignment, 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.

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

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Task Assignment Number Four 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: \_\_\_\_\_  
Thomas J. Kennon, III,  
City Attorney

**NORTH FLORIDA PROFESSIONAL  
SERVICES, INC.**

By: \_\_\_\_\_  
Gregory G. Bailey, President

## **EXHIBIT A**

### **SCOPE OF SERVICES EVERGREEN DRAINAGE DITCH**

North Florida Professional Services, Inc. (NFPS) shall complete the following scope of services for engineering design of the above referenced project:

**1. Suwannee River Water Management District (SRWMD) Exemption Submittal:**

- 1.1 NFPS will prepare and submit documentation to the SRWMD under 62-330.051(15) F.A.C. regarding the maintenance and repair of the drainage ditch.
- 1.2 NFPS will meet onsite with SRWMD staff, if requested.

**2. Disclaimers:**

- 2.1 It is assumed that no boundary or topographic survey will be required, therefore it is not included in the scope of services.
- 2.2 Wetland delineation is not included in the scope of services.
- 2.3 Any item specifically not mentioned in the scope of services is excluded.

**File Attachments for Item:**

7. City Council Resolution No. 2023-015 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a grant agreement with the State of Florida, Department of Environmental Protection, to facilitate the expansion of the existing recharge wetland through conversion at the Steedly Spray Field Site to a groundwater recharge wetland and reimburse the City for certain costs expended up to an amount of \$6,100,000.00.

MEETING DATE
2/21/23

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

**SUBJECT:** Wetland Grant Agreement

**DEPT / OFFICE:** Utilities – Wastewater

<b>Originator:</b> Cody Pridgeon, Wastewater Director		
<b>City Manager</b> Paul Dyal	<b>Department Director</b> Cody Pridgeon	<b>Date</b> 2/6/23
<b>Recommended Action:</b> Accept the terms of the Grant Agreement		
<b>Summary Explanation &amp; Background:</b> <p>Upon renewing the Permits for Kicklighter and Saint Margarets WWTPs FDEP has imposed an Administrative Order stating all Effluent disposal shall meet a total Nitrogen limit of 3 mg/l. The most cost-effective means of achieving this level of treatment is through Treatment Wetlands. In 2016 the City converted one of the 3 Sprayfield to a treatment Wetland through grant funds to achieve better nutrient removal. The Wetlands have proven to be a huge success in both nutrient removal and ease of operation but does not have the capacity to treat all of the City's Effluent. We have applied for and been awarded a grant in the amount of \$6,100,000 to convert one more of the Sprayfields to a treatment Wetland. The proposed project would be the Steedly Field which is located at the North West corner of Sisters Welcome and 242.</p>		
<b>Alternatives:</b> Not Accept		
<b>Source of Funds:</b> FDEP Grant		
<b>Financial Impact:</b> \$6,100,000		
<b>Exhibits Attached:</b> 1) Draft Grant Agreement		



**CITY COUNCIL RESOLUTION NO. 2023-015**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION, TO FACILITATE THE EXPANSION OF THE EXISTING RECHARGE WETLAND THROUGH CONVERSION AT THE STEEDLY SPRAY FIELD SITE TO A GROUNDWATER RECHARGE WETLAND AND REIMBURSE THE CITY FOR CERTAIN COSTS EXPENDED UP TO AN AMOUNT OF \$6,100,000.00.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the “City”), applied for and has been awarded a grant from the State of Florida, Department of Environmental Protection (hereinafter “DEP”), allowing for the City to seek reimbursement for costs, up to six million, one hundred thousand dollars and zero cents (\$6,100,000.00), associated with the expansion of the existing recharge wetland through conversion at the Steedly spray field site to a groundwater recharge wetland (hereinafter the “Project”); and

**WHEREAS**, the City Council finds that accepting the aforementioned grant awarded by the DEP, terms and conditions of such being attached as “Exhibit A”, is in the best interests of the City.

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

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

**Section 2.** The city administration is hereby authorized to accept the DEP

grant and apply for reimbursement of allowable costs up to an amount of six million, one hundred thousand dollars and zero cents (\$6,100,000.00) associated with the Project.

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

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of February 2023.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Thomas J. Kennon, III,  
City Attorney

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement

**EXHIBIT A**

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

1. Project Title (Project): **Lake City Recharge Wetland Expansion** Agreement Number: **LPS0090**

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

Grantee Name: **City of Lake City** Entity Type: **Local Government**

Grantee Address: **205 N. Marion Ave., Lake City, FL 32055** FEID: **59-6000352**  
(Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **September 30, 2029**

4. Project Number: Project Location(s): **Lat/Long: (30.1208, -82.6934)**  
(If different from Agreement Number)

Project Description: **The Grantee will expand the existing recharge wetland through conversion at the Steedly spray field site to a groundwater recharge wetland.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
<b>\$ 6,100,000.00</b>	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	<b>Springs, GAA LI 1657, FY 22-23, LATF</b>	<b>\$ 6,100,000.00</b>
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			<b>\$ 6,100,000.00</b>

6. Department's Grant Manager Name: <b>Jillian Bates</b> or successor Address: <b>Florida Dept. of Environmental Protection 3900 Commonwealth Blvd. Tallahassee, FL 32399-3000</b> Phone: <b>850-245-2918</b> Email: <b>Jillian.Bates@FloridaDEP.gov</b>	Grantee's Grant Manager Name: <b>Cody Pridgeon</b> or successor Address: <b>527 SW Saint Margarets St. Lake City, FL 32025</b> Phone: <b>386-758-5455</b> Email: <b>pridgeonc@lcfla.com</b>
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at <a href="https://facts.fldfs.com">https://facts.fldfs.com</a> , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808
<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**

By \_\_\_\_\_  
(Authorized Signature) Date Signed

**Stephen Whitt, Mayor**

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection**

**DEPARTMENT**

By \_\_\_\_\_  
Secretary or Designee Date Signed

**Angela Knecht, Director, Division of Water Restoration Assistance**

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

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## DWRA Additional Signatures

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Jillian Bates, DEP Grant Manager

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Gabby Vega-Molnar, 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.

#### **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. Invoice reduction  
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

## **8. Payment.**

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

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

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

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 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 \$5,000 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

## Attachment 1

4 of 12

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 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.

### **Attachment 1**

5 of 12



- 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

#### **Attachment 1**

6 of 12



- 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.

**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, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator 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. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply 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 a public entity; and may not transact new business with a public entity.
  - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**Attachment 1**

8 of 12

**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. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.**

**This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.**

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

**25. 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.

**26. 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.

#### **27. 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/>).

#### **28. 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 §200.331 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.

#### **Attachment 1**

10 of 12

- 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.

#### **29. 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.

#### **30. Independent Contractor.**

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

#### **31. 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 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.

#### **32. 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.

#### **33. 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.

#### **34. 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.

**35. 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.

**36. 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.

**37. 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.

**38. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**39. 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. LPS0090**

**ATTACHMENT 2**

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

**1. Scope of Work.**

The Project funded under this Agreement is Lake City Recharge Wetland Expansion. 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 July 1, 2022 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. Common Carrier.**

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**15. Additional Terms.**

None.

### ATTACHMENT 3 GRANT WORK PLAN

**PROJECT TITLE:** Lake City Recharge Wetland Expansion

**PROJECT LOCATION:** The Project will be located in the City of Lake City within Columbia County; Lat/Long (30.1208, -82.6934).

**PROJECT BACKGROUND:** In 2015/2016, the City of Lake City (Grantee) completed conversion of approximately 120 acres of wastewater spray field to recharge wetlands. The project was implemented to achieve partial compliance with the Santa Fe River Basin Management Action Plan (BMAP) that requires wastewater land application to achieve an annual average total nitrogen (TN) concentration of 3 mg/L prior to the land-applied water mixing with groundwater. The BMAP requirement for wastewater disposal was included to protect groundwater and springs from excess nitrate-nitrogen that has been shown to negatively impact the flora of spring runs. The Grantee has determined that expanding the conversion of their remaining spray fields to recharge wetlands is the most cost-effective approach to meeting the BMAP requirements for the combined flows from the St. Margaret's and Kickligher wastewater treatment facilities. The current project will provide advanced water quality treatment for an additional 0.6 MGD of reclaimed water prior to infiltration with a net increase in recharge of approximately 0.225 MGD.

**PROJECT DESCRIPTION:** The Grantee will expand the existing recharge wetland through conversion at the Steedly spray field site to a groundwater recharge wetland with the addition of approximately 53 acres of treatment and recharge area. This conversion is being designed to reduce nitrogen in treated water and to increase recharge on the parcel. This project is located within the Ichetucknee Priority Focus Area, where reduced nitrate concentrations will provide lower nutrient water to the spring and reduced evapotranspiration losses will benefit the spring through increased flows.

**TASKS:** All documentation should be submitted electronically unless otherwise indicated.

#### **Task #1: Design and Permitting**

**Deliverables:** The Grantee will complete the design of the Lake City Recharge Wetland Expansion and obtain all necessary permits for construction of the project.

**Documentation:** The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

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

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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### **Task #2: Bidding and Contractor Selection**

**Deliverables:** The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the Lake City Recharge Wetland Expansion.

**Documentation:** The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

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

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

### **Task #3: Project Management**

**Deliverables:** The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

**Documentation:** The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

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

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

### **Task #4: Construction**

**Deliverables:** The Grantee will construct the Lake City Recharge Wetland Expansion in accordance with the construction contract documents.

**Documentation:** The Grantee will submit: 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

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

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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#### **Task #5: Study**

**Deliverables:** The Grantee will complete a study to verify post-construction performance of the recharge wetland. Activities necessary to complete the study include:

- Collection and analysis of flow, water level, and water quality measurements to allow for optimization of treatment efficiency.
- Document performance of above to demonstrate that the project goals have been achieved.

**Documentation:** The Grantee will submit a performance verification report containing:

- As-built drawings of the wetland recharge
- Post-construction operational data

**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	Design and Permitting	Contractual Services	\$490,000	07/01/2022	06/30/2024
2	Bidding and Contractor Selection	Contractual Services	\$20,000	07/01/2022	06/30/2024
3	Project Management	Contractual Services	\$330,000	07/01/2022	12/31/2028
4	Construction	Contractual Services	\$5,140,000	07/01/2022	12/31/2026
5	Study	Contractual Services	\$120,000	07/01/2022	12/31/2028
Total:			\$6,100,000		

**Commented [EZ1]:** I added an additional 6-months to tasks 1-2.

Adding an additional year to task 4... in case of potential delays.

Changed the agreement end date from 10/31/29 to 9/30/29, which gives a 9-month buffer from the latest task.

The task end dates for Project Management (PM) and the Study are the same. Should we modify the PM task to specify that it will also include overseeing the Study?

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

**Attachment 4**

**1. Public Records.**

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

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

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

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

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

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

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

**Attachment 5**

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

**MONITORING**

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

**AUDITS**

**PART I: FEDERALLY FUNDED**

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

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



## PART II: STATE FUNDED

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

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

## PART III: OTHER AUDIT REQUIREMENTS

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

## PART IV: REPORT SUBMISSION

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

By Mail:

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

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

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

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

By Mail:

**Audit Director**

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

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

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

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

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

By Mail:

**Audit Director**

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

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

**Attachment 5**

3 of 6

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

## **PART V: RECORD RETENTION**

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

EXHIBIT – 1

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

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

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

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

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

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program A	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
Original Agreement	Department of Environmental Protection	2022-2023	37.052	Florida Springs Grant Program - LI 1657	087870
State Program B	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category

Total Award	\$6,100,000
-------------	-------------

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) [<https://sam.gov/content/assistance-listings>] 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](https://apps.fldfs.com/fsaa/state_project_compliance.aspx)]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A  
Progress Report Form**

<b>DEP Agreement No.:</b>	LPS0090
<b>Project Title:</b>	Lake City Recharge Wetland Expansion
<b>Grantee Name:</b>	City of Lake City
<b>Grantee's Grant Manager:</b>	Cody Pridgeon
<b>Reporting Period:</b>	Select Quarter Select Year

**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 identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

**Task 1: Design and Permitting**

- Progress for this reporting period:
- Identify delays or problems encountered:

**Task 2: Bidding and Contractor Selection**

- Progress for this reporting period:
- Identify delays or problems encountered:

**Task 3: Project Management**

- Progress for this reporting period:
- Identify delays or problems encountered:

**Task 4: Construction**

- Progress for this reporting period:
- Identify delays or problems encountered:

**Task 5: Study**

- Progress for this reporting period:
- Identify delays or problems encountered:

**Completion Status for Tasks:**

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

**Design (Plans/Submittal):** 30% ☐, 60% ☐, 90% ☐, 100% ☐

**Permitting (Completed):** Yes ☐, No ☐

**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  
(*Original Ink or Digital Timestamp*)

---

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:**

8. City Council Resolution No. 2023-016 - A resolution of the City Council of the City of Lake City, Florida, adopting a Public Record Requests Policy; providing for repeal of previous policies; providing for severability; and establishing an effective date.

**CITY COUNCIL RESOLUTION NO. 2023-016**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA,  
ADOPTING A PUBLIC RECORD REQUESTS POLICY; PROVIDING  
FOR REPEAL OF PREVIOUS POLICIES; PROVIDING FOR  
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the “City”), has coordinated and drafted a Public Record Requests Policy (hereinafter the “Policy”); and

**WHEREAS**, the Policy is intended to establish standard procedures for efficient and timely processing of public record requests and to ensure they are processed in accordance with the City of Lake City Charter, Florida Department of State, requirements of Chapter 119, Florida Statutes, also known as the Public Record Act and Florida Administrative Code Rule 1B-24.001(3)(b); and

**WHEREAS**, the City Council finds that it is in the City’s best interests and the interests of its citizens to adopt the Policy, 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 hereby made a part of this resolution.

**Section 2.** The Public Record Requests Policy is hereby adopted and authorized for implementation.

**Section 3.** Conflict. All resolutions or parts of resolutions in conflict herewith are, to the extent of the conflict, hereby repealed.

**Section 4.** Severability. If any provision of this resolution or its application to any person or circumstance is held invalid, the invalidity does not affect other provision or applications of this resolution which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

**Section 5.** This resolution shall be in effect immediately upon its adoption.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day  
of February 2023.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Thomas J. Kennon, III,  
City Attorney

**Public Record Request Policy**

Effective: \_\_\_\_\_

**PURPOSE**

The objective of this policy is to establish standard procedures for efficient and timely processing of public record requests in accordance with the Florida Department of State, requirements of Chapter 119, Florida Statutes, also known as the Public Record Act and Florida Administrative Code Rule 1B-24.001(3)(b). The City of Lake City is committed to providing a high level of service in an open, transparent setting to assist the public in their right to inspect and obtain copies of City records. This policy replaces Administrative Directive #27.

Under Florida Law, any material prepared in connection with official business that is intended to perpetuate, communicate or formalize knowledge, is a public record. Included are: documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, email or other material, regardless of physical form or characteristic, made or received in connection with the transaction of official business by the City of Lake City.

**SCOPE**

This policy shall apply to all Lake City employees. All City employees should understand that responding to a public records request is a governmental service and there is a reasonability to act accordingly. The public's right to access public records is "virtually unfettered." In the absence of an exemption or exception, records shall be produced no matter how inconvenient or burdensome.

Department Heads should inform all affected employees within their supervision of this policy and its requirements. Department Heads should know and train their employees on which public records are available in their department and what sensitive information those records may contain.

The City Clerk is the municipal officer charged with the responsibility of ensuring the City's public records program meets the mandates of the Public Records Act. The City Clerk is the Public Records Custodian. The Public Records Custodian, or designee, shall be responsible for arranging all training in compliance with the Public Records Act. The City's Public Records Custodian, or designee, will coordinate the response to all public records requests submitted to the City. Department Heads, or their designee, shall act as Public Records Custodian for their respective departments and will assist the City's Public Records Custodian, or designee, when necessary.

**DEFINITIONS**

Actual Cost of Duplication: Defined by Florida Statutes Section 119.011(1), and as may be amended from time to time by the Florida Legislature. The "actual cost of duplication" means the cost of the material and supplies used to duplicate the public record, but does not include labor cost or overhead cost associated with such duplication.

Arbitrary Time for Inspection: While the custodian may reasonably restrict inspection to those hours during which his or her office is open to the public. Record custodians are not authorized to establish an arbitrary time during which records may or may not be inspected.

Confidential Records: Records that are not subject to inspection and releasable only to those persons or entities designated through state statute.

Employee: All individuals employed by the City whether, union, non-union, elected official or contractor.

Exempt Records: Exempt records have a statutory citation allowing the agency to not release the records, however they are not prohibited from disclosing the documents in all circumstances. In addition, reasonable time is allowed to review, redact and produce a record, which may contain information that is exempt from disclosure. The custodian of the record must state in writing and with particularity the reasons for the conclusion that the record is exempt from inspection. FS 119.07(1)(f).

The legislature has often amended the Public Records Act, making some materials exempt from public inspection that were not exempt previously, and removing the exempt status from certain materials that were previously considered exempt. Therefore, when in doubt as to what is or what is not exempt, employees should check with the City Clerk's Office who will work with the employee to research the request.

Public Record: Under Florida Law, any material prepared in connection with official business that is intended to perpetuate, communicate or formalize knowledge, is a public record, with certain exceptions. Section 119.011 (12), Florida Statutes, defines "public records" to include: All documents, papers, letters, maps, books, tapes, photographs, films, sounds recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency which are used to perpetuate, communicate, or formalize knowledge. This includes electronic communications like emails, text messages and electronic data.

Public Records Request: This shall be defined as a request submitted to any City employee by any person, either orally or in writing, to inspect or copy the City's public records.

Redaction: Defined by Florida Statute Section 119.011(13), as may be amended from time to time by the Florida Legislature. "Redact" means to conceal from a copy of an original public record, or to conceal from an electronic image that is available for public viewing, that portion of the record exempt or confidential information.

Readily available documents: Documents that are easily accessible and retrievable within a City department and do not require additional review in order to determine whether they contain exempt information.

Reasonable Time / Reasonable Conditions: The Public Records Act does not contain a specific time limit (such as 24 hours or 10 days) for compliance with public record requests. However, the Florida Supreme Court has stated that the only delay in producing records permitted under Ch. 119, F.S., “is the limited reasonable time allowed the custodian to retrieve the record and delete those portions of the record the custodian asserts are exempt.” Thus, an agency’s unjustified delay in producing public records constitutes an unlawful refusal to provide access to public records. Reasonable conditions mean that inspection must be done during normal business hours excluding identified City holidays.

## **POLICY GUIDELINES**

### **Responsibilities**

The City Clerk, per the City Charter, shall have custody of all the official records, books and documents of the City. However, Per F.S. 119.07(1)(a), every person who has custody of a public record shall permit the record to be inspected and copied by any person desiring to do so, at any reasonable time, under reasonable conditions (see definitions), and under the supervision of the custodian of the public records or their designee (as long as the record is not exempt or confidential as outlined in state statute).

### **Retention**

1. Each City of Lake City employee is the custodian of any public record under his or her supervision and control, such as the public records located in an employee’s office desk drawer or any employee’s city emails. As such, each city employee who has public records in his or her custody is required to retain such records in accordance with the records retention schedules established by the Florida Department of State. The record retention schedules, which may be amended from time to time are currently available online at <https://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.
2. Significant advances in information technology have allowed City employees to perform their job functions through the use of numerous electronic devices and systems. For instance, many City employees are equipped with mobile handheld devices on which they can access their City email, send and receive text messages, access the Internet, and receive voicemails. In addition, some City employees may use instant messaging, chat rooms, social networking pages, or other Internet-based tools to accomplish their job that may create or receive public records. If public records are in fact created or received on such devices or systems, City employees are required to retain such records in accordance with Florida’s Public Records Act. All devices and systems used to conduct City business shall have the capability to retain public records created or received by such.
3. City employees’ email and other electronic records are archived using an email archiving software. The City’s information technology personnel are not the custodian of electronic public records for individual City employees or



departments, and City employees shall not rely on information technology personnel to retain public records for which they are the custodian.

### **Public Records on Personal Electronic Devices**

The City recognizes that a person or entity may communicate with a City employee regarding official City business on a personal system to no fault of the City employee. In such an event, City employees shall request the person or entity to communicate with the City employee on the City issued mobile device or on their official City email account. If possible, the City employee shall copy electronic communication onto their official City device or send a copy of the communication to their City account from their personal device. In addition, if public records are in fact created or received, City employees are required to retain such records and make them available for inspection and copying in accordance with Florida's Public Records Act.

### **Public Records of Terminated Employees**

When an employee's employment with the City is terminated, such employee shall deliver all public records, for which he or she is the custodian, to his or her successor, or, if there is none, to his or her supervisor.

### **Disposal of Public Records**

Each Charter Officer shall ensure that public records are disposed of in compliance with Florida Statutes Sections 119.021(2) and 257.36, as may be amended from time to time, and Florida Administrative Code Rule 1B-24, as may be amended from time to time.

### **Procedures**

These procedures shall provide clarity to department heads and additional guidance to all support personnel.

1. Each department will assign a records custodian and a backup records custodian to coordinate and process record requests involving their department, in coordination with the Clerk's Office. Each department's custodians shall attend the public record software training provided by the Clerk's Office.
2. It is each department's responsibility to ensure key staff are properly trained on their individual responsibilities for managing record requests. The City Clerk's Office will provide required annual public records training either in person or via video to the department's records custodians, all front counter employees and any other employee deemed necessary by the department head. This will ensure department staff remains up-to-date on the ever-changing laws.
3. All public record requests should be processed during the City's normal operating hours of 8:00 a.m. – 5:00 p.m. Monday through Friday (excluding City Observed Holidays).
4. All public record requests, including those that are deemed "readily available" per number 5 below, are to be uploaded into and processed through the designated public record software (as selected by the City Clerk) in order to track and

monitor incoming and outgoing requests and to archive a paper trail for legal purposes. Departments are not allowed to opt out of utilizing the designated public records software. If an employee does not have access to the public record software, they may: send the appropriate records to their departmental records custodian to upload on their behalf or send the records to the Clerk's Office to upload on their behalf. Record requests will be processed through one of two record portals: Public Records Request or Police Records Requests. Subpoenas will be processed separately in the portal. The Clerk's Office will oversee and monitor all three portals to ensure all requests are flowing in a timely manner.

5. Public records cannot be withheld at the request of the sender. Any employee who receives a request for readily available records from their department, should comply immediately by providing a copy of the information as requested (see definitions). The City is not legally allowed to make the requestor wait if the records are "readily available" unless the information is exempt from disclosure. If an employee is unsure, they should check with the City Clerk's Office. For purposes of tracking responses to public record requests, any readily available records released by a department must also be provided to the City Clerk's Office.
6. Requests that involve current or pending litigation or anything personnel related will be processed directly through the City Clerk's Office in coordination with Human Resources and/or Safety Risk Management and/or the City Attorney's Office. Human Resources and/or Safety Risk Management and/or the City Attorney's Office will review and provide appropriate feedback.
7. Each department is responsible for redacting (see definition) the records prior to uploading them into the public record software. If an employee does not have access to the public record software, they will send the redacted records to either their departmental records custodian or the Clerk's Office to upload on their behalf. The Clerk's Office will review to ensure the proper redactions have been made. Reasonable time (see definitions) is allowed to review, redact and produce a record that may contain exempt or confidential information.
8. If the records custodian or departmental designee contends that a record or part of a record is exempt from inspection or production, they must state the basis for the exemption, including the statutory citation to the exemption in writing. The exemption must be on applicable form. Exemptions will be reviewed by the City Clerk's Office.
9. A requestor is not required to show a "legitimate" or "noncommercial interest" as a condition of access. The Public Records Act requires no showing of purpose or "special interest" as a condition of access to public records. Unless authorized by law, an agency may not ask the requestor to produce identification as a condition to providing the records or demand the request be placed in writing, except for healthcare information which is protected by Federal Law.

10. A records custodian is not required to give out “information” from the records of his or her office. For example, the City is not required to produce an employee, such as the Finance Director, to answer questions regarding the financial records of the City. However, it is always in our best interest to answer basic inquiries. Additionally, we do not provide records that do not currently exist via “standing requests”.
11. A custodian or departmental designee is not required to create a new record to respond to a request. We do however, have to provide non-exempt records in the format they exist. For example, a request is for an Excel spreadsheet but we maintain the information in Word. We do not need to create an Excel spreadsheet. However, the Clerk’s Office does not consider “running a report” from a software program as creating a new record, unless there is a charge by the software provider to run the report or an unreasonable amount of time is required to set up the report.
12. A custodian or departmental designee shall provide only what is requested. A request cannot be denied because it is “overbroad”.
13. When the City has been notified of pending litigation, the Clerk’s Office will place a litigation hold on the disposition of any and all records related to the issue. The hold will remain in place until the litigation has concluded and has been notified by the Human Resources Department and/or Safety Risk Management and/or the City Attorney.
14. All public records must be retained in accordance with retention schedules approved by the Department of State. Per F.S. 119.07(1)(h), a public record may not be disposed of for a period of 30 days after the date on which a record request was made.
15. The City Clerk’s Office will assist all departments with public record questions. The Government in the Sunshine Manual, Florida Attorney General Opinions and Florida Statutes are excellent sources of information.

### **Guidelines for Providing a Public Record**

Florida law states that every person has the right to inspect or copy any public record made or received in connection with the official business of any public body, officer, or employee of the state, or persons acting on their behalf. Requests to view public records do not have to be in writing. Florida law provides that a custodian of public records has no right to require a person to state the reason why an individual desires to inspect or copy a public record. A person requesting a public record does not have to fill out a form to do so. Even though it cannot be required of them, all requestors should be encouraged to input their requests into the public record software program. If they do not want to do this, staff can input it for them. This should assist staff in clarifying the exact scope of the request. Requestors should be asked to specify whether they wish to inspect records or obtain copies.

### **Procedure for Processing Public Records Requests**

Public records requests, other than “readily available documents” described above, will be coordinated by the City Clerk or designee in coordination with the various departments.

1. The Clerk’s Office, upon receipt of a record request via the software portal will:
  - a. Determine exactly what the person is requesting, including what record(s) he/she is looking for and whether he/she wants to view the records or wants a copy of the records. If it is unclear what is being requested, the person will be contacted requesting clarification.
  - b. Determine who has custody of the records, i.e., which department has control of the record.
  - c. Forward the request to each department that may have records pertaining to the request. Email will include:
    - Initial request
    - Ask for estimated time to complete request (if it will take more than 3 business days to complete, the department must provide an estimated time for completion to the Clerk’s Office within 3 business days of receipt of request).
    - Advise a “Special Service Fee” shall be imposed on requests that take more than 30 minutes to complete.
    - Advise an advance deposit of 50% shall be required prior to work being completed if request will require extensive work.
    - Request department to contact the Clerk’s Office with an estimate of time involved to produce the request and an estimate of pages. The Clerk’s Office will notify the requestor of the estimated time involved and cost to produce the record.

Any over payments as a result of an advance deposit will be refunded to the requestor.

2. The department will, upon receipt of a record request from the Clerk’s Office:
  - a. Determine whether the records requested are public records, and if so, identify and redact any and all of the information that is exempt or confidential per state statute.
  - b. Provide an estimate to the Clerk’s Office on the amount of time it will take to comply with the request if it will take more than 30 minutes
  - c. Provide the statutory citation for any exempt or confidential information in writing on applicable form to the Clerk’s Office along with the redacted records.

- d. Be particularly aware of social security numbers, medical information, certain addresses and other personal information on protected persons and their family members (e.g., current or former law enforcement officers, code enforcement officers, and others specifically exempted in Chapter 119 or elsewhere in Florida Statutes).
  - e. Provide duplicate copies of any/all hard copy CD's.
3. The Clerk's Office will, upon receiving the records from the department(s):
- a. Further review the records to ensure proper redaction, provide additional redaction and/or return to department for redaction corrections, if necessary and calculation of fees.
  - b. Notify requestor that records are ready and cost.
4. The Department will, upon receipt of a request needing correction from the Clerk's Office:
- a. Make necessary redactions and/or corrections to the records and return to the City Clerk's Office as soon as possible but no later than 3 business days (excluding City Observed Holidays).

### **Human Resources**

All public record requests for anything personnel related, received from an attorney's office (personnel related), or in regards to litigation in respect to lawsuits brought against the City, will be sent ONLY to the Human Resources Director and/or the Safety Risk Management and/or legal to review. Human Resources, Safety Risk Management and legal, in coordination with the City Clerk, will decide how to proceed with the record request. This will include all requests for personnel files as the Clerk's Office is not aware of what items are considered on-going litigation(s) cases.

The Clerk's Office will ensure the record request is uploaded into the public record software and an "acknowledgement of request" is sent.

This will keep Human Resources, Safety Risk Management and the Clerk's Office fully updated and engaged in the request to ensure all items are provided appropriately and per law and to ensure sensitive information is not released.

### **Police and/or Fire Department**

- Record requests made to the Police and/or Fire Department for records regarding their own person (accident reports, incident reports, etc.), from the State Attorney's Office or Public Defenders Office are handled directly by the Police and/or Fire Department and responded to accordingly.

- Any other record requests, including from an attorney or involving a potential law suit, are processed through the Clerk's Office.

### **Requests for E-mail**

In order to provide timely and accurate information, a person requesting e-mails shall provide the date range and key words for the search. No requestor shall be provided direct access to e-mail archives. The Information Technology Department will research the e-mail archives and provide the applicable records. The City Clerk's Office will communicate with requestor regarding any applicable fees. The City Clerk's Office or designee, will review e-mails for exempt information, subject to requirements outlined herein.

### **Fees**

Providing access to public records is a statutory duty imposed by the Legislature and should not be considered a profit-making or revenue generating operation. Public information must be open for inspection without charge unless otherwise expressly provided by law.

- The City of Lake City will follow the fee schedule provided for in F.S. 119.07(4)(a)1 authorizes:
  - .15 per one-sided copy for 8.5 X 11 and 8.5 X 14
  - .20 per each double-sided copy
  - \$1.00 certified copies (only the City Clerk or Deputy Clerk can certify records)
  - .40 per color copy
  - For all other copies, the actual cost of duplication of the public record.
  - CD/DVD/Cassette Tapes/Thumb Drives – actual cost of storage medium
  - Photos: actual cost of duplication
  - Plans: actual cost to send to outside print agency for duplication
- Special Service Fee. 119.07(4)(d) authorizes the imposition of a special service charge to inspect or copy public records when the nature or volume of records to be inspected is such as to require extensive clerical or supervisory assistance, or both. The charge must be reasonable and based on the labor or computer costs actually incurred.
- The City Clerk's Office shall request a 50% deposit or advance payment in cases where a large number of records have been requested or staff time will exceed 30 minutes. The fee shall be communicated to the requestor prior to the work being undertaken. Any difference will be collected or refunded when materials are provided to the requestor.
- The City will provide the first 30 one sided 8 ½ x 11 or 8 ½ x 14 hard copies at no charge.

**OTHER GOVERNMENTAL AGENCIES:** The Clerk's Office generally does not charge other governmental agencies for copies of records, unless extensive time to produce is necessary.



**CURRENT EMPLOYEES:** The Clerk’s Office generally does not charge a current employee who wishes to access copies of their personnel file, unless extensive time (30 minutes) to produce is necessary. However, current employees will be charged for other public record requests made to the City.

**FORMER EMPLOYEES:** The Clerk’s office will charge former employees for any public record requests.

**Penalties**

A person who has been denied the right to inspect and/or copy records may bring a civil action against the agency. In addition to judicial remedies, F.S. 119.10(1)(b) provides that a public officer who knowingly violates the provisions of 119.07(1) is subject to suspension and removal or impeachment and is guilty of a misdemeanor of the first degree, punishable by possible criminal penalties of one year in prison, or \$1,000 fine, or both.

Section 119.10(1)(a), F.S., provides that a violation of any provision of Ch. 119, F.S., by a public officer is a noncriminal infraction, punishable by fine not exceeding \$500.

REFERENCES	Tools: <ul style="list-style-type: none"><li>• F.S. 119</li><li>• Florida Government in the Sunshine Manual</li><li>• Public Records – A Guide for Law Enforcement Agencies</li><li>• Office of the Attorney General website: <a href="http://www.myfloridalegal.com">http://www.myfloridalegal.com</a></li><li>• First Amendment Foundation website <a href="http://www.myfloridalegal.com">http://www.myfloridalegal.com</a></li></ul>
AUTHORITY	City Clerk
CREATION/ REVISION DATES	06/07/2021 (creation) 06/16/2021 (revised) 02/09/2023 (revised)
PROCEDURE OWNER	City Clerk

**File Attachments for Item:**

9. City Council Resolution No. 2023-017 - 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 Flock Group, Inc., for investigative purposes.

**CITY COUNCIL RESOLUTION NO. 2023-017**

**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 FLOCK GROUP, INC., FOR INVESTIGATIVE PURPOSES.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the "City"), by and through the Lake City Police Department (hereinafter the "LCPD"), has determined it is in its interest and the interest of its citizens to enter into a Memorandum of Understanding with Flock Group, Inc. (hereinafter "Flock Group") for investigative purposes as described in the attached memorandum of understanding, incorporated and made a part of this resolution (hereinafter the "MOU").

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

**Section 1.** The above recital is true and accurate and is hereby incorporated herein and made a part of this resolution.

**Section 2.** The City, by and through the LCPD, is hereby authorized to execute and enter the attached memorandum of understanding with Flock Group.

*[Remainder of page intentionally left blank.]*

**Section 3.** The Mayor and Chief of Police are authorized to execute the attached memorandum of understanding for and on behalf of the City.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of February 2023.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey Sikes, City Clerk

By: \_\_\_\_\_  
Thomas J. Kennon, III,  
City Attorney

## **MEMORANDUM OF UNDERSTANDING**

This Data Sharing Memorandum of Understanding (hereinafter “**MOU**”) is entered into by and between Flock Group, Inc. with a place of business at 2588 Winslow Drive, Atlanta, GA 30305 (“**Flock**”) and the City of Lake City, Florida with a place of business at 205 North Marion Ave, Lake City, Florida 32055 (“**Agency**”) (each a “**Party**”, and together, the “**Parties**”).

Whereas, Agency desires to access Flock’s technology platform and Flock Safety dashboard (together, the “**Flock Service**”) for investigative purposes, in order to view and search photos and videos recorded by Flock (“**Recordings**”) which are stored for no longer than thirty (30) days, utilizing its software for automatic license plate detection;

Whereas, Flock desires to share such Recordings and supplemental data with Agency pursuant to the following terms and conditions:

1. **Purpose.** To allow the Agency to utilize the Flock Services for the following purpose: to gain awareness with respect to the communities for which they serve to protect and facilitate investigations (the “Purpose”).

2. **Access Rights to Flock Services.** Subject to the terms and conditions contained in this MOU, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Service during the Term (as defined below), solely for use by Authorized Users in accordance with the terms and conditions herein. For purposes of this MOU, “Authorized Users” will mean employees, agents, or officers of Agency accessing or using the Flock Services for the Purpose. Agency acknowledges and agrees that, as between Agency and Flock, Agency shall be responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User which would constitute a breach of this MOU, shall be deemed a breach of this MOU by Agency. Agency shall undertake reasonable efforts to make all Authorized Users aware of the provisions of this MOU as applicable to such Authorized User’s use of the Flock Service and shall cause Authorized Users to comply with such provisions.

3. **Restrictions on Use.** Agency will not, and will not permit any Authorized Users or any third party to, (i) copy or duplicate any of the Flock Service; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock Service is compiled or interpreted; (iii) modify, alter, or tamper with any of the Flock Service, or create any

derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock Service; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Service; or (vi) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2. Agency may only access Recordings and Flock Service to perform the Purpose, as described in Section 1. Agency shall not use the Flock Service in any manner not permitted by appropriate governing Federal and State regulations or laws; Agency represents and warrants that, in receiving access to Flock Services, such Recordings and supplemental data shall be used solely for purposes authorized by law and described in this MOU.

**4. Ownership.** As between the Parties, subject to the rights granted in this MOU, Flock and its licensors retain all right, title and interest in and to the Flock Service, and its components and any Recordings or data provided by Flock through the Flock Service, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this MOU. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

**5. Warranty.** Flock and its licensors make no express or implied warranty as to the conditions of the Recordings, or fitness for a particular research, data, investigative purpose or resulting actions or omissions resulting from Recordings and supplemental data obtained by Agency through the use of Flock Services.

**6. Financial Implications to Agency.** No financial commitment by Agency is required to access the Flock Services or Recordings.

**7. Term; Termination.**

**A. Term.** This MOU will commence once executed by both parties and shall continue for a period of Five (5) years.

**B. Termination.** Prior to expiration of the Term, Flock may terminate this MOU for its convenience, and in its sole discretion, by providing Agency thirty (30) days prior written notice of termination. Agency may terminate this MOU for its convenience, and in its sole discretion, by providing Flock ninety (90) days prior written notice of termination. Either party may terminate this MOU upon written notice if the other party has breached a material term of this MOU and has not cured such breach within thirty (30) days of receipt of notice from the non-breaching party specifying the

breach. Upon termination of this MOU, Agency will immediately cease all use of Flock Services. This MOU is subject to termination without written notice after expiration of the Term.

**8. Indemnification.** Each Party to this MOU shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this MOU. Parties shall indemnify and hold harmless each other against any suits, claims, actions, complaints, or liability of any kind, which relate to the use of or reliance on Flock Service. For tort liability purposes, no participating Party shall be considered the agent of the other participating Party. Each Party to this MOU shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Under no circumstances shall this MOU be interpreted to create a partnership or agency relationship between the Parties.

**9. Limitation of Liability.**

**A. Limitation on Direct Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FLOCK, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY AMOUNT GREATER THAN THE FEES PAID TO FLOCK UNDER THIS MOU, OR \$100 IN UNITED STATES CURRENCY, WHICHEVER IS GREATER, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), PRODUCT LIABILITY OR OTHERWISE.

**B. Waiver of Consequential Damages.** IN NO EVENT SHALL FLOCK OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10. Public Records:** To the extent it is applicable under this MOU, 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  
[clerk@lcfla.com](mailto:clerk@lcfla.com)

(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 describes 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 is 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 the Contractor to penalties under 119.10, Florida Statutes, as amended.

## 11. Confidentiality.

A. **Obligations.** During the performance of services and Agency's use of the Flock Service under this Agreement it may be necessary for a party to provide the other with certain information considered to be proprietary or confidential by the disclosing party. The disclosure of such confidential information shall be subject to the following terms and conditions.

i. The term "Agency Confidential Information" shall mean any material, data, systems, procedures and other information of or with respect to Agency that is not be accessible or known to the general public, including information concerning its hardware, software, business plans or opportunities, business strategies, finances, employees, and third-party proprietary or other information that Agency treats as confidential. Flock shall not use, publish or divulge any Agency Confidential Information except (i) in connection with Flock's provision of Software and services pursuant to this Agreement, (ii) to Flock's officers, directors, employees, agents and contractors who need to know such information to enable Flock to provide Software and services pursuant to this Agreement, or (iii) with the prior written consent of Agency, which consent Agency may withhold in its sole discretion.

ii. The term "Flock Confidential Information" means any material, data, systems, procedures and other information of or with respect to Flock that is not accessible to or known to the general public, including, without limitation, the software, object code, source code, formulae, algorithms, financial data, clients, employees, software development plans, software support third-party proprietary or other information that Flock treats as confidential. Agency shall not use, publish or divulge any Flock Confidential Information except (i) to its employees, agents and officers who need to know such information to enable Agency to use the Flock Services, or (ii) with the prior written consent of Flock, which consent Flock may withhold in its sole discretion.

iii. Each party shall protect the other's confidential information with the same degree of care normally used to protect its own similar confidential information, but in no event less than that degree of care that a reasonably prudent business person would use to protect such information. The obligations of each party to protect confidential information received from the other party shall not apply to information that is publicly known or becomes publicly known through no act or failure to act on the part of the

recipient. All provisions of this MOU concerning the Confidentiality section herein, shall survive any termination of this MOU.

**B. Exclusions.** Confidential Information shall not include any information that is (i) already known to the receiving party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving party; (iii) subsequently disclosed to the receiving party on a non-confidential basis by a third-party not having a confidential relationship with the other party hereto that rightfully acquired such information; or (iv) communicated to a third party by the receiving party with the express written consent of the other party hereto. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process or the Freedom of Information Act shall not be considered a breach of this MOU; provided the receiving party provides prompt notice of any such subpoena, order, or the like to the other party so that such party will have the opportunity to obtain a protective order or otherwise oppose the disclosure.

**12. Entire Agreement.** This MOU is complete and contains the entire understanding between the Parties relating to the sharing of Recordings and Confidential Data by and between Flock and Agency. This MOU supersedes any and all other agreements between the Parties. This Agreement is non-assignable by both Parties.

**13. Severability.** Nothing in this MOU is intended to conflict with or violate State or Federal laws, regulations, policies, etc. If a term or provision of this MOU is inconsistent with a law or authority, then that term or provision shall be invalid, but the remaining terms and provisions shall remain in full force and effect. If any provision of this MOU is found to be unenforceable, unlawful, or void, the provision shall be deemed severable from the MOU and shall not affect the validity of the remaining provisions.

**14. Miscellaneous.** All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission To the facsimile number below and indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. This MOU shall be governed by the laws of the state in which the Agency is located, excluding its conflict of laws rules. The parties agree that the United

Nations Convention for the International Sale of Goods is excluded in its entirety from this MOU.

IN WITNESS WHEREOF, Flock and the Agency have caused this MOU to be signed on the date set forth below and be effective on the last date specified below.

**Flock Group Inc**

**Agency Name:**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

**File Attachments for Item:**

10. City Council Resolution No. 2023-019 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a contract with Kurt Spitzer & Associates, Inc.; providing for professional services related to the redistricting for the City; waiving the procurement process pursuant to Section 2-178(G)(2) of the City Code; authorizing and agreement price not-to-exceed \$27,500.00; authorizing additional charges as necessary for a price not-to-exceed \$10,000.00; providing for conflict; and providing for an effective date.

Meeting Date
February 21, 2023

# CITY OF LAKE CITY

## Report to Council

AGENDA	
Section	
Item No.	

**SUBJECT:** Redistricting City Council Districts

**DEPT. / OFFICE:** City Council

<b>Originator:</b> Audrey Sikes, City Clerk		
<b>City Manager</b> Paul Dyal	<b>Department Director</b> City Council	2/14/23
<b>Recommended Action:</b> <p>Requesting approval via resolution to waive the procurement process, as obtaining competitive bids is not feasible due to time constraints with next year's election; and authorize the City to enter into a contract with Kurt Spitzer and Associates, Inc. for redistricting services. The City is on a deadline to provide updated boundaries to the Columbia County Supervisor of Elections Office. Mr. Spitzer served as the redistricting consultant for the Columbia County Board of County Commission in 2021. It would be beneficial for all Columbia County governmental agencies to utilize the same vendor, Mr. Spitzer. The more all district lines are aligned the more streamlined it will be for residents and the Columbia County Supervisor of Elections Office.</p> <p>Requesting a motion to authorize the additional expenditures for completion of the redistricting project in an amount not to exceed \$10,000 for mapping overlay charges to pull the City's finalized shape files into the Supervisor of Elections database, printing and mailing of new voter cards to City residents. Depending on the final cost of redistricting with Mr. Spitzer there may be funds available in the 511.31 Professional Services budget to cover this expense. However, if all funding is exhausted, a funding source will need to be identified.</p>		
<b>Summary Explanation &amp; Background:</b> <p>Redistricting fixed price could be \$14,000 plus "Out of Scope" up to \$27,500 plus "Out of Scope" depending on the complexity of the project.</p> <p>Per the Supervisor of Elections Office, upon completion of the redistricting services with Mr. Spitzer and Associates, additional expenses are expected for printing and mailing of new voter cards to City residents.</p> <p>These estimated costs are as follows:          \$2,000 Printing new voter cards (2,000 at \$1.00)          \$1,200 Mailout charges (2,000 at \$.60)          \$4,000 ICW GIS Mapping overlay charges to pull finalized shape files into Supervisor of Elections database, 2 days at \$2,000 per day          \$7,200 Total for Additional Expenses</p>		
<b>Alternatives:</b> N/A		
<b>Source of Funds:</b> 511.31 Council Professional - \$30,000 budgeted for Redistricting of Council Districts		
<b>Financial Impact:</b> Estimates below Kurt Spitzer and Associates, Inc. - \$14,000 plus "Out of Scope" up to \$27,500 plus "Out of Scope" Supervisor of Elections Office – \$3,200 (Printing/Mailout, will depend on number of voters impacted) ICW - \$4,000 (\$2,000 per day, 2 days estimated by Supervisor of Elections GIS vendor)		
<b>Exhibits Attached:</b> Kurt Spitzer and Associates, Inc. Redistricting Services Proposal		

**CITY COUNCIL RESOLUTION NO. 2023-019**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A CONTRACT WITH KURT SPITZER & ASSOCIATES, INC.; PROVIDING FOR PROFESSIONAL SERVICES RELATED TO THE REDISTRICTING FOR THE CITY; WAIVING THE PROCUREMENT PROCESS PURSUANT TO SECTION 2-178(G)(2) OF THE CITY CODE; AUTHORIZING AN AGREEMENT PRICE NOT-TO-EXCEED \$27,500.00; AUTHORIZING ADDITIONAL CHARGES AS NECESSARY FOR A PRICE NOT-TO-EXCEED \$10,000.00; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Lake City, Florida (hereinafter the "City") finds that there is an emergency need for professional services related to the redistricting for the City (hereinafter the "professional services"); and

**WHEREAS**, section 2-178(g)(2), Code of the City of Lake City, Florida provides for a waiver by the City Council of the City of Lake City, Florida (hereinafter the "City Council") for the competitive bidding for purchases upon a finding that obtaining competitive bids is not feasible; and

**WHEREAS**, the Columbia County Supervisor of Elections requires the updated redistricting from the City prior to the 2023 election period; and

**WHEREAS**, the City solicited a quote from Kurt Spitzer & Associates, Inc. (hereinafter "Spitzer"), for the professional services and Spitzer has provided a quote in the amount of twenty-seven thousand five hundred dollars and zero cents (\$27,500.00); and

**WHEREAS**, the City has also determined additional expenses associated with the redistricting, and providing the Columbia County Supervisor of Elections Office with new voter cards and mapping overlay charges for a price



not to exceed ten thousand dollars and zero cents (\$10,000.00); and

**WHEREAS**, the City Council finds that it is in its best interest to accept Spitzer's quote and to contract with Spitzer for the professional services pursuant to the terms, provisions, conditions, and requirements of the *Contract Between the City of Lake City, Florida and Kurt Spitzer & Associates, Inc.*, (hereinafter the "Contract"), 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 is hereby authorized to execute the Contract with Spitzer.

**Section 3.** The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Contract as may be deemed necessary to be in the best interest of the City and its citizens. Provided however, that any such changes or modifications shall not cause the payment to Spitzer to exceed the Contract price. The Mayor is authorized and directed to execute and deliver the Contract in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and Spitzer shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

**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 this \_\_\_\_ day of February 2023.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

Approved as to form and legality:

By: \_\_\_\_\_  
Audrey Sikes, City Clerk

By: \_\_\_\_\_  
Thomas J. Kennon, III,  
City Attorney

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2023 ("Effective Date"), by and between the City of Lake City, a Florida municipal corporation ("City"), and KURT SPITZER & ASSOCIATES, INC. ("Contractor") (individually, each a "Party," and collectively, the "Parties").

### WITNESSETH:

WHEREAS, based upon the City's assessment of Contractor's quote, the City selected the Contractor to provide the Services defined herein; and

WHEREAS, Contractor represents it has the experience and expertise to perform the Services set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

### 1. Definitions.

- a. "Agreement" means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
- b. "City Confidential Information" means any City information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, and any other information designated in writing by the City as City Confidential Information.
- c. "Contractor Confidential Information" means any Contractor information designated as confidential and/or exempt by Florida's public records law, including information constituting a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information: (1) becoming public other than as a result of a disclosure by the City in breach of the Agreement; (2) becoming available to the City on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (3) known by the City prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (4) is developed by the City independently of any disclosures made by Contractor.
- d. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.
- e. "Services" means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task,

subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

- f. “Out of Scope” means services and related expenses that are related to the preparation for or attendance at additional in-person or on-line meetings related to the Project, preparation of additional maps or reports beyond those identified herein, consideration of criteria other than those that are directly relevant to the realignment of the City Council member’s districts, creation of public map submission process, review of outside maps, and testimony in legal proceedings.

- 2. **Conditions Precedent.** This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the City shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the City, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

### 3. Services.

- a. **Services.** The City retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the City, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.
- b. **Services Requiring Prior Approval.** Contractor shall not commence work on any Out of Scope Services without written approval from Paul Dyal, City Manager.
- c. **Additional Services.** From the Effective Date and for the duration of the project, the City may elect to have Contractor perform Services not specifically described in the Statement of Work attached hereto but are inextricably related to and inherently necessary for Contractor’s complete provision of the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.
- d. **De-scoping of Services.** The City reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the City. Upon issuance and receipt of the notification, the Contractor and the City shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

- e. Independent Contractor Status and Compliance with the Immigration Reform and Control Act.** Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint-venturer of City. Contractor acknowledges it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.
- f. Non-Exclusive Services.** This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the City reserves the right to contract with another provider for similar services as it determines necessary in its sole discretion.
- g. Project Monitoring.** During the term of the Agreement, Contractor shall cooperate with the City, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

#### **4. Term of Agreement.**

- a. Initial Term.** The term of this Agreement shall commence on the Effective Date and shall continue through completion of the redistricting process, and expire after completion of any optional work requested by the City;
- b. Term Extension.** The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 4.a.

#### **5. Compensation and Method of Payment.**

- a. Services Fee.** As total compensation for the Services, the City shall pay the Contractor the sums as, provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor this compensation constitutes a limitation upon City's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.b. and 5.c., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.
- b.** The City agrees to pay the Contractor the sum of \$27,500, for Services completed and accepted as provided in Section 15 herein if applicable, payable upon submittal of an invoice as required herein. If it is determined that adjustment to district boundaries are not necessary based on common redistricting criteria, the City agrees to pay the Contractor the sum of \$14,000 for all services provided in Tasks 1, 2, 3, 4, and 9, as outlined in Exhibit A. The City shall remit payment of \$14,000 upon acceptance of the Agreement. Upon completion of Task 6, as outlined in Exhibit A, the City will remit payment in the amount of \$6,750 to the Contractor. Upon completion of the Project (Task 11 of Exhibit A), the City will remit payment in the amount of \$6,750. The City reserves the right to withhold an amount City deems necessary to pay any claims for labor and services rendered and materials provided to Contractor.

**c. Taxes.** Contractor acknowledges the City is not subject to any state or federal sales, use, transportation and certain excise taxes.

**d. Payments.** Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by City. Invoices shall be submitted to the designated person as set out in Section 18 herein;

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The City may dispute any payments invoiced by Contractor in accordance with Section 218.76, Florida Statutes.

**e. Compensation for Out of Scope Services.** Services that are deemed to be out of scope will be billed at rates as follows: Kurt Spitzer (\$275/hr) and other team members (\$175/hr). Mr. Spitzer will be paid at a rate of \$275 per hour for expert technical assistance in the event any legal action arises relating to the redistricting process or plans developed with KSA's assistance. Mr. Spitzer will provide expert testimony and technical services, if necessary, in state and federal court as it relates to the adopted redistricting plan. In instances where Mr. Spitzer either does not or cannot qualify as an expert, and where his testimony or assistance is necessary in a legal action, Mr. Spitzer will then provide fact testimony relating to the redistricting plans developed by KSA. In this case, KSA will be reimbursed for expenses incurred and time lost in preparing for and providing the nonexpert, fact testimony. KSA will itemize and invoice for such expenses and will be compensated for time lost at an hourly rate of \$275 per hour. The City of Lake City (including the City Council, staff and Officers), KSA and Mr. Spitzer understand and agree that such payment or reimbursement cannot and will not influence the substance of Mr. Spitzer's testimony in any manner whatsoever.

## **6. Personnel.**

**a. Qualified Personnel.** Contractor agrees each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

**b. Approval and Replacement of Personnel.** The City shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. The City, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The City will notify Contractor in writing in the event the City requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the City and shall promptly replace such person with another person, acceptable to the City, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the

provisions of Section 7.a.i shall apply if minimum required staffing is not maintained.

## **7. Termination.**

### **a. Contractor Default -- Provisions and Remedies of City.**

- i. Events of Default.** Any of the following shall constitute a "Contractor Event of Default" hereunder: (1) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (2) Contractor breaches Section 9 (Confidential Information); (3) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (4) Contractor fails to perform or observe any of the other material provisions of this Agreement.
- ii. Cure Provisions.** Upon the occurrence of a Contractor Event of Default as set out above, the City shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
- iii. Termination for Cause by the City.** In the event Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.a.i.(3), the City may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the City.

### **b. City Default -- Provisions and Remedies of Contractor.**

- i. Events of Default.** Any of the following shall constitute a "City Event of Default" hereunder: (1) the City fails to make timely undisputed payments as described in this Agreement; (2) the City breaches Section 9 (Confidential Information); or (3) the City fails to perform any of the other material provisions of this Agreement.
- ii. Cure Provisions.** Upon the occurrence of a City Event of Default as set out above, Contractor shall provide written notice of such City Event of Default to the City ("Notice to Cure"), and the City shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the City Event of Default described in the written notice.
- iii. Termination for Cause by Contractor.** In the event the City fails to cure a City Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the City of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

### **c. Termination for Convenience.** Notwithstanding any other provision herein, the City may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.



**8. Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement specifying a time for performance, including the Services as described in Exhibits attached hereto; provided, however, the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

**9. Confidential Information and Public Records.**

**a. City Confidential Information.** Contractor shall not disclose to any third party any City Confidential Information Contractor, through its Contractor Personnel, has access to or has received from the City pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the City Contract Manager. All such City Confidential Information will be held in trust and confidence from the date of disclosure by the City, and discussions involving such City Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

**b. Contractor Confidential Information.** All Contractor Confidential Information received by the City from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the City's staff and the City's subcontractors who require such information in the performance of this Agreement. The City acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the City, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges the City is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and any of the City's obligations under this Section may be superseded by its obligations under any requirements of said laws.

**c. Public Records.** Contractor shall generally comply with Florida's public records laws, and specifically Contractor shall:

- i.** Keep and maintain public records required by the City to perform and/or provide the service or services contracted for herein.
- ii.** 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
- iii.** 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 term of this Agreement and following completion of this Agreement if Contractor does not transfer the records to the City.
- iv.** Upon completion of this Agreement, 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 this Agreement, 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 this Agreement, 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.

**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 Audrey Sikes City Clerk, City of Lake City custodian of public records at 386-719-5826, clerk@lcfla.com, 205 North Marion Avenue, Lake City, Florida 32055.**

- 10. Audit.** Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, City reserves the right to examine and/or audit such records.
- 11. Compliance with Laws.** Contractor shall comply with all applicable federal, state, City and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.
- 12. Public Entities Crimes.** Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to City that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.
- 13. Liability and Insurance.**
  - a. Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
  - b. Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the City, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of

any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the City.

**c. Liability.** Neither the City nor Contractor shall make any express or implied agreements, guaranties, or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the City nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other not expressly authorized hereunder. The City shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.

**d. Contractor's Taxes.** The City will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the City in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

**14. City's Funding.** The Agreement is not a general obligation of the City. It is understood neither this Agreement nor any representation by any City employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the City, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the City for any or all of this Agreement, the City shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The City agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the City.

**15. Acceptance of Services.** For all Services deliverables requiring City acceptance as provided in the Statement of Work, the City, through the City Commission or its designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Contractor. If a deliverable is rejected, the written notice from the City will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the City, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, Contractor shall not be responsible for any delays in the overall project schedule resulting from the City's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the City will accept the deliverable(s) in writing.

**16. Subcontracting/Assignment.**

**a. Subcontracting.** Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any

subcontractor other than the subcontractors specified in the proposal and previously approved by the City, without the prior written consent of the City, which shall be determined by the City in its sole discretion.

- b. Assignment.** This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

**17. Survival.** The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

**18. Notices.** All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

**To the Contractor:** Kurt Spitzer and Associates, Inc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**To the City:** City of Lake City  
Attn: City Manager  
205 North Marion Avenue  
Lake City, Florida 32055

**19. Conflict of Interest.**

- a.** The Contractor represents it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- b.** The Contractor shall promptly notify the City in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The City agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

**20. Right to Ownership.** All work created, originated and/or prepared by Contractor in

performing Services pursuant to the Agreement, including plans, reports, maps and testing, and other documentation or improvements related thereto, to the extent such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be City's property when completed and accepted, if acceptance is required in this Agreement, and the City has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the City may be used by the City without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the City for use by Contractor under this Agreement shall remain the sole property of the City.

**21. E-Verify.** As a condition precedent to entering into this Agreement, 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 Agreement.
- 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 contract terminated 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 Agreement 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.

**22. Amendment.** This Agreement may be amended by mutual written agreement of the Parties hereto.

**23. Severability.** The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and

effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

- 24. Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elect to file an action in federal court) courts located in or for Columbia County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than the jurisdiction specified in this section. Each Party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.
- 25. Costs of Legal Actions and Attorneys' Fees.** Except as otherwise set forth in this Agreement, including in any exhibits or addenda hereto, in any legal action between the parties hereto arising from this Agreement, an award for costs of litigation, including, but not limited to court costs and reasonable attorney fees, shall be made against the non-prevailing party to the prevailing party in such legal action, and such award shall include those fees incurred as a result of an appeal.
- 26. Waiver.** No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.
- 27. Execution in Counterparts and Authority to Sign.** This Agreement, any amendments, 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.
- 28. Due Authority.** Each Party to this Agreement represents and warrants: (1) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (2) each person executing this Agreement on behalf of the Party is authorized to do so; (3) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.
- 29. No Third-Party Beneficiary.** The Parties hereto acknowledge and agree there are no third-party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third-party beneficiaries hereto.
- 30. Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations, or agreements either oral or written.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

Kurt Spitzer and Associates

BY THE MAYOR OF THE CITY OF LAKE  
CITY, FLORIDA

By \_\_\_\_\_, its  
\_\_\_\_\_

\_\_\_\_\_  
Honorable Stephen Witt, Mayor

ATTEST, BY THE CLERK OF THE CITY  
COUNCIL OF THE CITY OF LAKE CITY,  
FLORIDA:

\_\_\_\_\_  
Audrey Sikes, City Clerk

APPROVED AS TO FORM AND  
LEGALITY:

\_\_\_\_\_  
Todd Kennon, III, City Attorney



## EXHIBIT A STATEMENT OF WORK

### Approach and Workplan by Kurt Spitzer and Associates

<b>Task</b>	<b>Event</b>	<b>Tentative Completion Date</b>
1	Consultant Engaged	Day 1
2	Consultant acquires necessary and available files and data from the City, Supervisor of Elections and Bureau of the Census (using 2020 data) for mapping.	Day 15
3	Consultant prepares “Existing Districts Map” and determines whether adjustments are necessary to existing district boundaries based on 2020 Census data and common redistricting criteria.	Day 30
4	Consultant conducts presentation for the City on redistricting process, criteria and practices, and anticipated work plan for the Project.	Day 45
5	Consultant conducts zoom or telephone discussions with individual members of the Council concerning Map preferences, if adjustments are necessary to existing district boundaries based on 2020 Census data and common redistricting criteria.	Day 60
6	Consultant prepares two alternative redistricting maps based on common redistricting principles and feedback given during meeting contemplated in Tasks 4 and 5.	Day 75
7	Consultant conducts presentation on at least three redistricting maps: “Existing” plan and two alternative plans.	Day 90
8	Consultant prepares redistricting map recommendation based on direction given during Task 7.	Day 100
9	If recommendation is approved, consultant prepares draft narrative description of new district boundaries and delivers all files and maps to staff.	Day 110
10	If recommendation is modified or rejected, consultant prepares revised alternative maps and presents to governing body.	Day 125
11	Consultant prepares draft narrative description of new district boundaries and delivers all files and maps to staff.	Day 150

## **EXHIBIT B INSURANCE**

Contractor agrees to and shall procure and maintain the following during the term of this contract:

Comprehensive commercial general liability insurance covering as insured the Contractor and City with limits of liability of not less than \$300,000.00 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

Comprehensive automobile liability insurance covering all owned, hired, and non-owned vehicles with coverage limits of not less than \$300,000.00 per person and \$300,000.00 per occurrence, and \$300,000.00 property damages; and

Worker's compensation insurance for the benefit of the employees of Contractor, as required by the laws of the State of Florida; and

Professional liability insurance for "errors and omissions" covering as insured the City and Contractor with not less than \$1,000,000.00 limit of liability.

**File Attachments for Item:**

11. Discussion and Possible Action: Capital outlay paving projects (Interim Assistant City Manager Dee Johnson)

<b>Account 030.51 - Operating Expense Office Supplies</b>		
001.15.541-030.51	Office Supplies	2,400.00
Account 030.51 - Operating Expense Office Supplies Totals		<u>\$2,400.00</u>

<b>Account 030.52 - Operating Expense Operating Supplies</b>		
001.15.541-030.52	Debris Removal	6,500.00
001.15.541-030.52	Fuel - Vehicle & Equipment	87,600.00
001.15.541-030.52	iPads, Accessories, & Computers	10,000.00
001.15.541-030.52	Locates	2,520.00
001.15.541-030.52	Railroad Crossings	10,000.00
001.15.541-030.52	Small Equipment	5,000.00
001.15.541-030.52	Solid Waste	47,800.00
001.15.541-030.52	Stipend - Boots and Pants	6,600.00
001.15.541-030.52	Supplies	85,000.00
001.15.541-030.52	Various Tools for Traffic	3,800.00
Account 030.52 - Operating Expense Operating Supplies Totals		<u>\$264,820.00</u>

<b>Account 030.53 - Operating Expense Road Material &amp; Supplies</b>		
001.15.541-030.53	57 Stone	4,000.00
001.15.541-030.53	Hot Asphalt Mix	16,000.00
001.15.541-030.53	Limerock	15,000.00
001.15.541-030.53	Street Striping	15,000.00
Account 030.53 - Operating Expense Road Material & Supplies Totals		<u>\$50,000.00</u>

<b>Account 030.55 - Operating Expense Training</b>		
001.15.541-030.55	CDL	2,700.00
001.15.541-030.55	MOT Training	1,400.00
001.15.541-030.55	Various Training and Safety Equipment - Traffic	5,500.00
Account 030.55 - Operating Expense Training Totals		<u>\$9,600.00</u>

<b>Account 060.63 - Capital Outlay Infrastructure</b>		
001.15.541-060.63	Gwen Lake Phase II	440,000.00
001.15.541-060.63	Alexandra Blvd	28,704.00
001.15.541-060.63	Camp and Marsh	10,596.00
001.15.541-060.63	Entrance Chapel Hill	4,500.00
001.15.541-060.63	Grandview St	317,880.00
001.15.541-060.63	James Montgomery - US 90 to Baya	64,224.00
001.15.541-060.63	Rosborough Court	38,472.00
001.15.541-060.63	Resurfacing Patterson Ave FDOT Grant 100%	475,590.00
Account 060.63 - Capital Outlay Infrastructure Totals		<u>\$1,379,966.00</u>

<b>Account 060.64 - Capital Outlay Machinery &amp; Equipment</b>		
001.15.541-060.64	4500 HP Compact Tractor with attachments	31,498.00
001.15.541-060.64	52" Mowers	21,502.00
001.15.541-060.64	Locking Mechanism for Park Bathrooms	14,000.00
001.15.541-060.64	Mower Max Broom	216,935.00
001.15.541-060.64	Street Sweeper	320,000.00
Account 060.64 - Capital Outlay Machinery & Equipment Totals		<u>\$603,935.00</u>

**File Attachments for Item:**

13. For Information Purposes Only - Annual Report of Investment Activity for Police and Fire Pension

<b>MEETING DATE</b>

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
<b>SECTION</b>	
<b>ITEM NO.</b>	

**SUBJECT:**

**DEPT / OFFICE:**

<b>Originator:</b>		
<b>City Manager</b>	<b>Department Director</b>	<b>Date</b>
Paul Dyal	Angela Taylor Moore	02/16/2023
<b>Recommended Action:</b> Review and make public the Annual Investment Activity Statement for the Fire and Police Pensions produced by Foster and Foster Actuaries and Consultants.		
<b>Summary Explanation &amp; Background:</b> Per FS, The investment policy shall provide for appropriate annual or more frequent reporting of investment activities. To that end, the board shall prepare periodic reports for submission to the governing body of the unit of local government which shall include investments in the portfolio by class or type, book value, income earned, and market value as of the report date. Such reports shall be available to the public.		
<b>Alternatives:</b> None.		
<b>Source of Funds:</b>		
<b>Financial Impact:</b>		
<b>Exhibits Attached:</b> A. Annual Report of Investment Activity - Fire Pension B. Annual Report of Investment Activity - Police Pension		

January 31, 2023

**SENT VIA EMAIL**

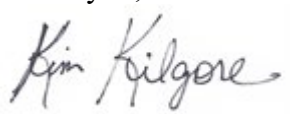
City Council  
City of Lake City  
c/o Angela Taylor, Finance Director  
205 N. Marion Ave.  
Lake City, FL 32055

**RE: CITY OF LAKE CITY FIREFIGHTERS' RETIREMENT FUND**  
**ANNUAL REPORT OF INVESTMENT ACTIVITY**

Dear City Council:

In accordance with Section 112.661(15), Florida Statutes, please find enclosed the annual report of investment activity of the City of Lake City Firefighters' Retirement Fund. This report includes investments in the portfolio as of September 30, 2022, listed by class or type, book value, income earned and market value as of the stated date. This report must also be made available to the public.

Thank you,



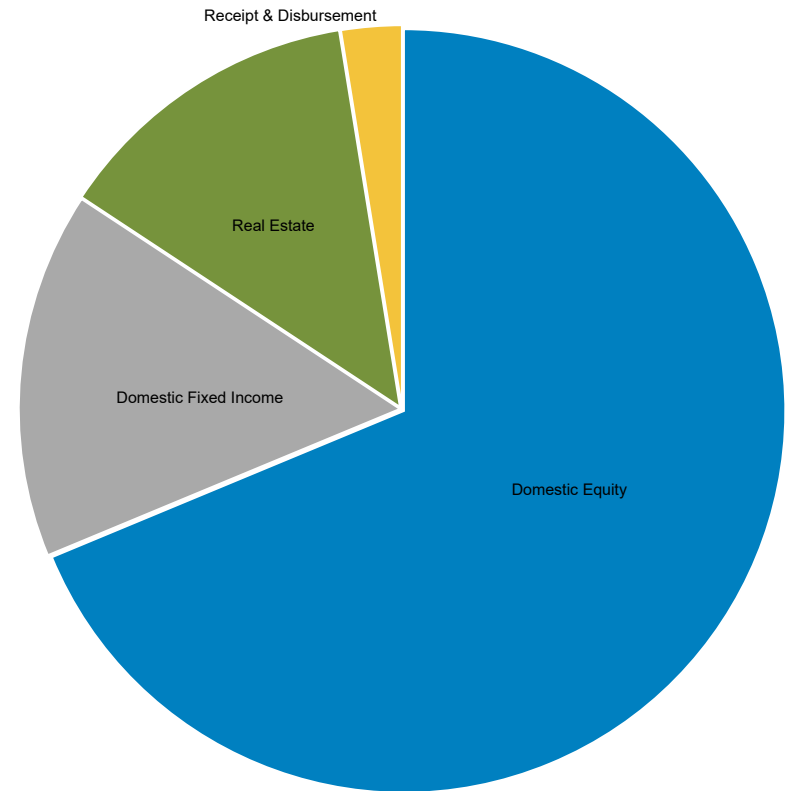
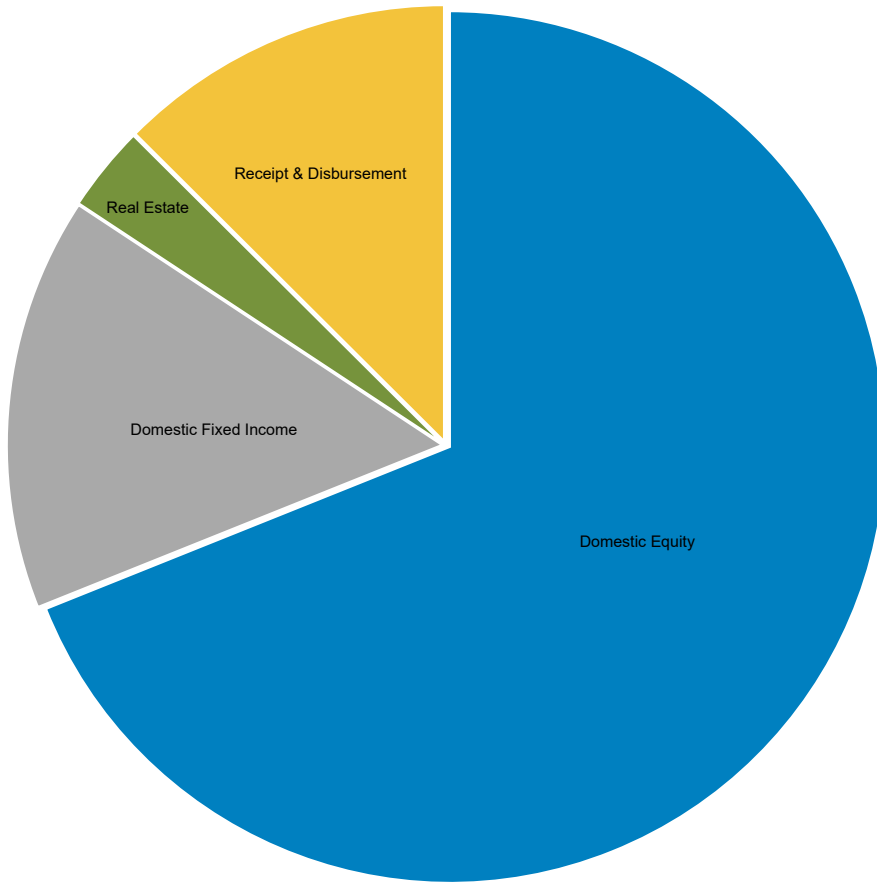
Kim Kilgore  
Plan Administrator



**Lake City Firefighters' Pension Fund**  
**Asset Allocation by Asset Class**  
 As of September 30, 2022

June 30, 2022 : \$10,547,100

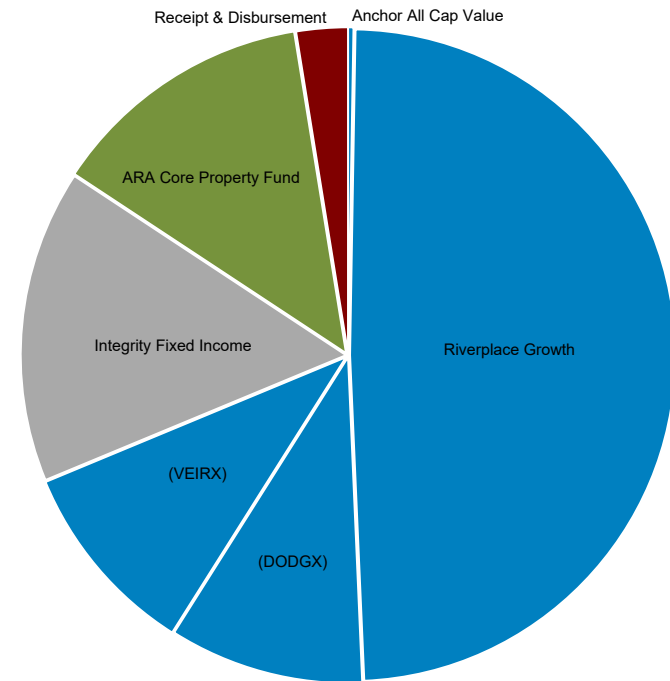
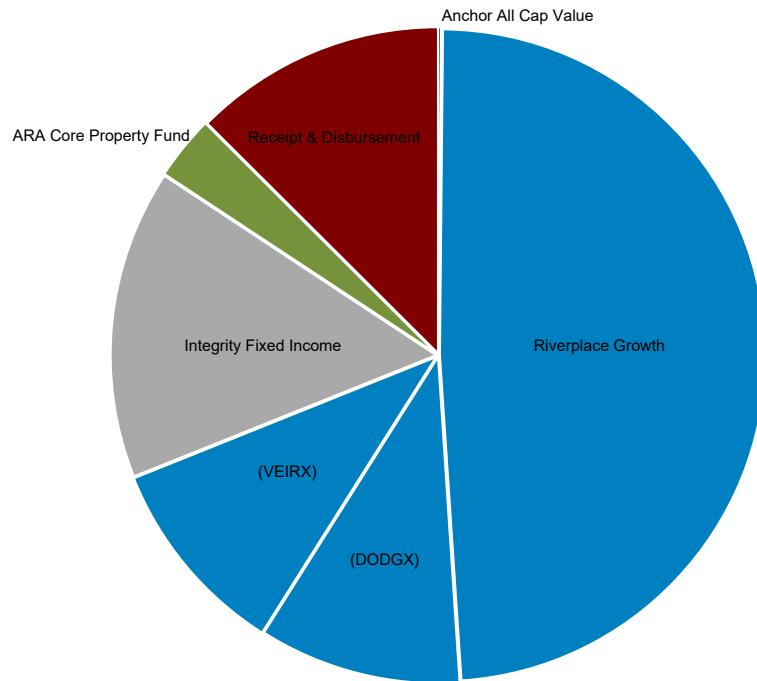
September 30, 2022 : \$10,116,009



Allocation			Allocation		
	Market Value	Allocation		Market Value	Allocation
Domestic Equity	7,271,067	68.9	Domestic Equity	6,954,152	68.7
Domestic Fixed Income	1,617,409	15.3	Domestic Fixed Income	1,570,351	15.5
Real Estate	335,709	3.2	Real Estate	1,332,781	13.2
Receipt & Disbursement	1,322,915	12.5	Receipt & Disbursement	258,726	2.6

June 30, 2022 : \$10,547,100

September 30, 2022 : \$10,116,009



Allocation			Allocation		
	Market Value	Allocation		Market Value	Allocation
Anchor All Cap Value	15,616	0.1	Anchor All Cap Value	26,615	0.3
Riverplace Growth	5,146,649	48.8	Riverplace Growth	4,961,045	49.0
Dodge & Cox Stock (DODGX)	1,058,109	10.0	Dodge & Cox Stock (DODGX)	978,601	9.7
Vanguard Equity Income ADM (VEIRX)	1,050,693	10.0	Vanguard Equity Income ADM (VEIRX)	987,891	9.8
Integrity Fixed Income	1,617,409	15.3	Integrity Fixed Income	1,570,351	15.5
ARA Core Property Fund	335,709	3.2	ARA Core Property Fund	1,332,781	13.2
Receipt & Disbursement	1,322,915	12.5	Receipt & Disbursement	258,726	2.6

**Lake City Firefighters' Pension Fund**  
**Financial Reconciliation**  
As of September 30, 2022

**Financial Reconciliation Quarter to Date**

	Market Value 07/01/2022	Net Transfers	Contributions	Distributions	Management Fees	Other Expenses	Income	Apprec./ Deprec.	Market Value 09/30/2022
<b>Total Equity</b>	<b>7,271,067</b>	<b>20,002</b>	-	-	<b>-20,002</b>	<b>-903</b>	<b>32,412</b>	<b>-348,424</b>	<b>6,954,152</b>
Anchor All Cap Value	15,616	20,823	-	-	-9,714	-264	154	-	26,615
Riverplace Growth	5,146,649	10,288	-	-	-10,288	-639	21,149	-206,114	4,961,045
Dodge & Cox Stock (DODGX)	1,058,109	-3,410	-	-	-	-	3,410	-79,508	978,601
Vanguard Equity Income ADM (VEIRX)	1,050,693	-7,700	-	-	-	-	7,700	-62,802	987,891
<b>Total Fixed Income</b>	<b>1,617,409</b>	<b>1,687</b>	-	-	<b>-1,687</b>	<b>-200</b>	<b>19,732</b>	<b>-66,591</b>	<b>1,570,351</b>
Integrity Fixed Income	1,617,409	1,687	-	-	-1,687	-200	19,732	-66,591	1,570,351
<b>Total Real Estate</b>	<b>335,709</b>	<b>978,900</b>	-	-	<b>-3,675</b>	-	<b>13,146</b>	<b>8,700</b>	<b>1,332,781</b>
ARA Core Property Fund	335,709	978,900	-	-	-3,675	-	13,146	8,700	1,332,781
<b>Receipt &amp; Disbursement</b>	<b>1,322,915</b>	<b>-1,000,589</b>	<b>130,942</b>	<b>-184,102</b>	-	<b>-11,400</b>	<b>960</b>	-	<b>258,726</b>
<b>Total Fund</b>	<b>10,547,100</b>	-	<b>130,942</b>	<b>-184,102</b>	<b>-25,364</b>	<b>-12,503</b>	<b>66,250</b>	<b>-406,314</b>	<b>10,116,009</b>

**Financial Reconciliation Fiscal Year to Date**

	Market Value 10/01/2021	Net Transfers	Contributions	Distributions	Management Fees	Other Expenses	Income	Apprec./ Deprec.	Market Value 09/30/2022
<b>Total Equity</b>	<b>9,260,772</b>	<b>-418,916</b>	-	-	<b>-65,304</b>	<b>-4,365</b>	<b>147,432</b>	<b>-1,965,467</b>	<b>6,954,152</b>
Anchor All Cap Value	2,374,340	-2,342,551	-	-	-13,276	-1,141	39,460	-30,217	26,615
Riverplace Growth	6,886,432	-265,082	-	-	-52,028	-3,225	84,287	-1,689,340	4,961,045
Dodge & Cox Stock (DODGX)	-	1,096,503	-	-	-	-	8,055	-125,957	978,601
Vanguard Equity Income ADM (VEIRX)	-	1,092,213	-	-	-	-	15,631	-119,954	987,891
<b>Total Fixed Income</b>	<b>3,220,668</b>	<b>-1,356,270</b>	-	-	<b>-9,510</b>	<b>-1,319</b>	<b>114,777</b>	<b>-397,996</b>	<b>1,570,351</b>
Integrity Fixed Income	3,220,668	-1,356,270	-	-	-9,510	-1,319	114,777	-397,996	1,570,351
<b>Total Real Estate</b>	-	<b>1,300,000</b>	-	-	<b>-4,601</b>	-	<b>16,357</b>	<b>21,025</b>	<b>1,332,781</b>
ARA Core Property Fund	-	1,300,000	-	-	-4,601	-	16,357	21,025	1,332,781
<b>Receipt &amp; Disbursement</b>	<b>266,724</b>	<b>475,185</b>	<b>351,623</b>	<b>-785,331</b>	-	<b>-50,692</b>	<b>1,216</b>	<b>-1</b>	<b>258,726</b>
<b>Total Fund</b>	<b>12,748,164</b>	-	<b>351,623</b>	<b>-785,331</b>	<b>-79,416</b>	<b>-56,376</b>	<b>279,783</b>	<b>-2,342,439</b>	<b>10,116,009</b>

January 31, 2023

**SENT VIA EMAIL**

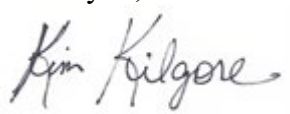
City Council  
City of Lake City  
c/o Angela Taylor, Finance Director  
205 N. Marion Ave.  
Lake City, FL 32055

**RE: CITY OF LAKE CITY POLICE OFFICERS' RETIREMENT FUND**  
**ANNUAL REPORT OF INVESTMENT ACTIVITY**

Dear City Council:

In accordance with Section 112.661(15), Florida Statutes, please find enclosed the annual report of investment activity of the City of Lake City Police Officers' Retirement Fund. This report includes investments in the portfolio as of September 30, 2022, listed by class or type, book value, income earned and market value as of the stated date. This report must also be made available to the public.

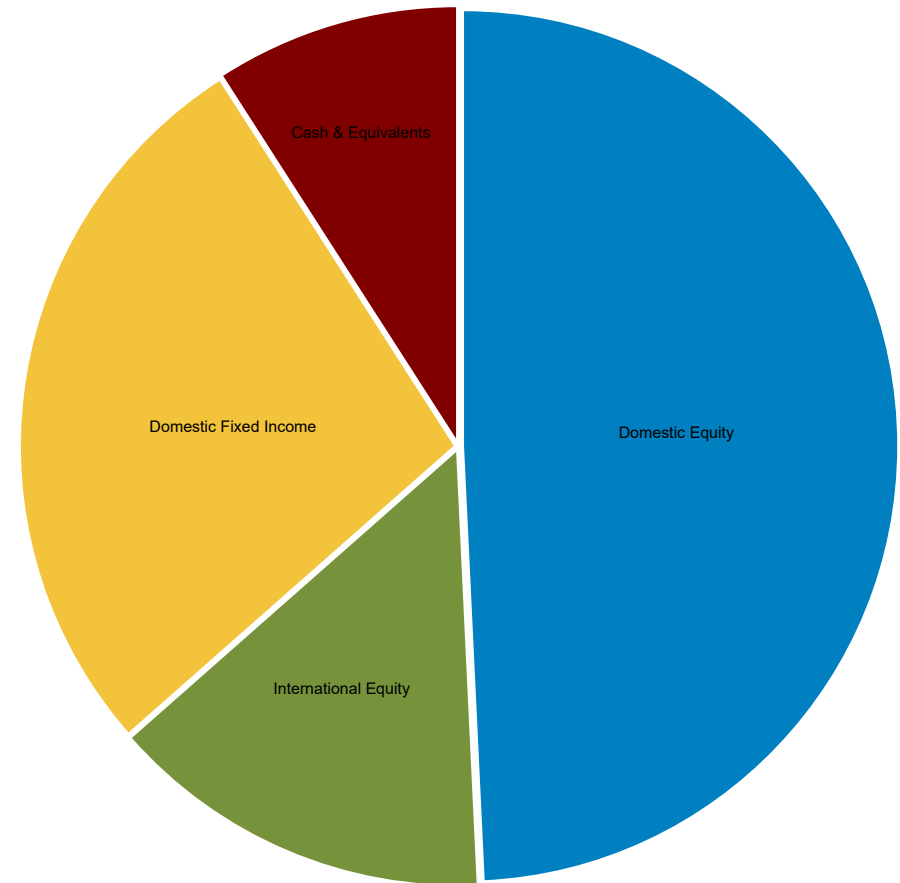
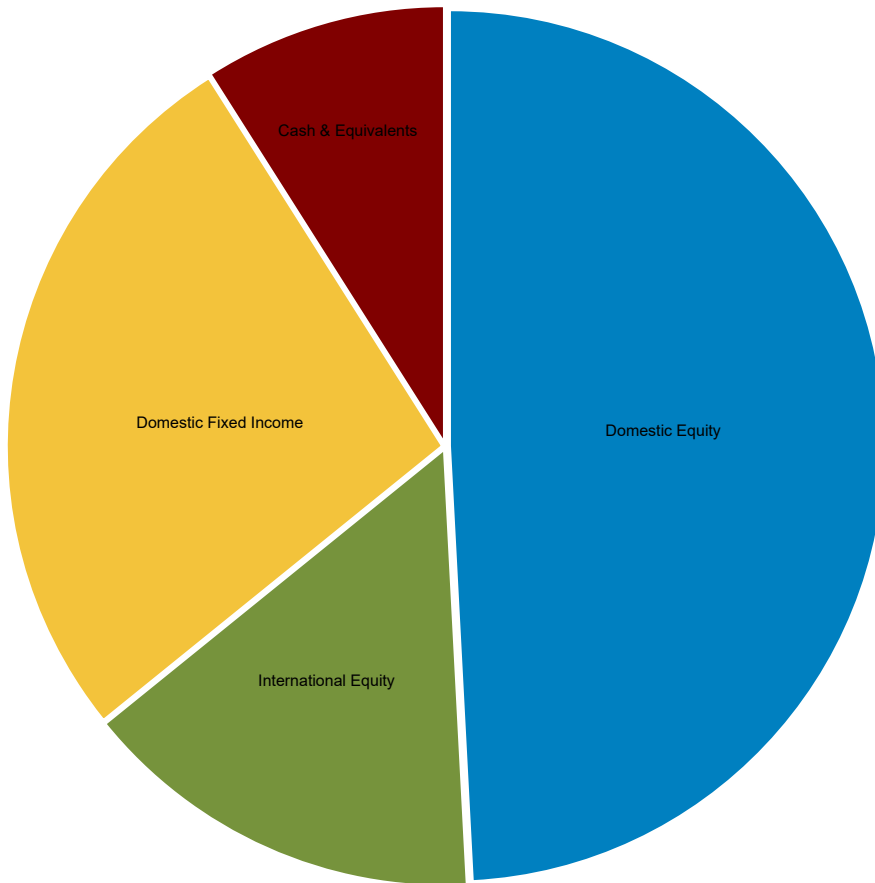
Thank you,



Kim Kilgore  
Plan Administrator

June 30, 2022 : \$17,553,590

September 30, 2022 : \$16,535,102

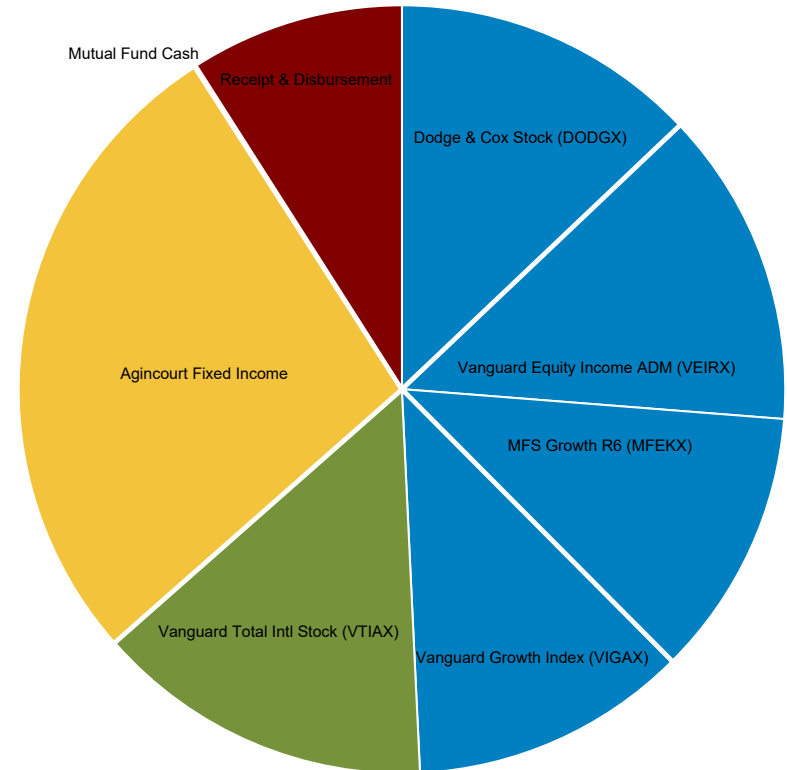
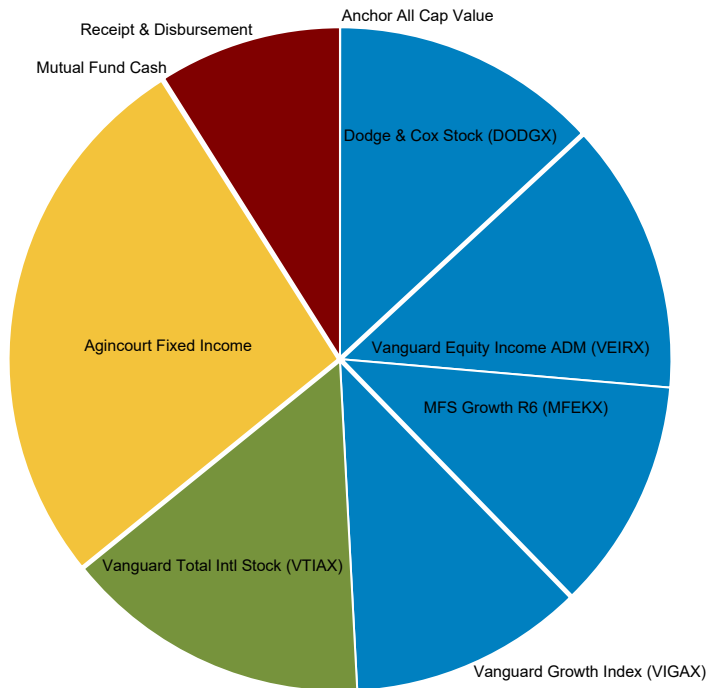


Allocation			Allocation		
	Market Value	Allocation		Market Value	Allocation
■ Domestic Equity	8,630,150	49.2	■ Domestic Equity	8,142,713	49.2
■ International Equity	2,636,415	15.0	■ International Equity	2,359,398	14.3
■ Domestic Fixed Income	4,705,489	26.8	■ Domestic Fixed Income	4,528,862	27.4
■ Cash & Equivalents	1,581,536	9.0	■ Cash & Equivalents	1,504,130	9.1

**Lake City Police Officers' Pension Fund**  
**Asset Allocation By Manager**  
As of September 30, 2022

June 30, 2022 : \$17,553,590

September 30, 2022 : \$16,535,102



Allocation			Allocation		
	Market Value	Allocation		Market Value	Allocation
Anchor All Cap Value	1,268	0.0	Anchor All Cap Value	-	0.0
Dodge & Cox Stock (DODGX)	2,302,258	13.1	Dodge & Cox Stock (DODGX)	2,136,686	12.9
Vanguard Equity Income ADM (VEIRX)	2,324,991	13.2	Vanguard Equity Income ADM (VEIRX)	2,201,879	13.3
MFS Growth R6 (MFEKX)	1,988,564	11.3	MFS Growth R6 (MFEKX)	1,867,487	11.3
Vanguard Growth Index (VIGAX)	2,013,070	11.5	Vanguard Growth Index (VIGAX)	1,936,661	11.7
Vanguard Total Intl Stock (VTIAX)	2,636,415	15.0	Vanguard Total Intl Stock (VTIAX)	2,359,398	14.3
Agincourt Fixed Income	4,705,489	26.8	Agincourt Fixed Income	4,528,862	27.4
Mutual Fund Cash	6,533	0.0	Mutual Fund Cash	7,839	0.0
Receipt & Disbursement	1,575,003	9.0	Receipt & Disbursement	1,496,291	9.0

**Lake City Police Officers' Pension Fund**  
**Financial Reconciliation**

October 1, 2021 To September 30, 2022

**Financial Reconciliation Fiscal Year to Date**

	Market Value 10/01/2021	Net Transfers	Contributions	Distributions	Management Fees	Other Expenses	Income	Apprec./ Deprec.	Market Value 09/30/2022
<b>Total Equity</b>	<b>14,465,659</b>	<b>-1,066,096</b>	-	-	<b>-30,937</b>	-	<b>261,073</b>	<b>-3,127,588</b>	<b>10,502,110</b>
<b>Total Domestic Equity</b>	<b>11,310,848</b>	<b>-1,066,096</b>	-	-	<b>-30,937</b>	-	<b>166,021</b>	<b>-2,237,124</b>	<b>8,142,713</b>
Anchor All Cap Value	5,563,900	-5,152,696	-	-	-30,937	-	62,833	-443,100	-
Dodge & Cox Stock (DODGX)	-	2,365,800	-	-	-	-	7,419	-236,533	2,136,686
Vanguard Equity Income ADM (VEIRX)	-	2,365,800	-	-	-	-	17,038	-180,959	2,201,879
MFS Growth R6 (MFEKX)	-	2,800,000	-	-	-	-	65,280	-997,793	1,867,487
Vanguard Growth Index (VIGAX)	5,746,948	-3,445,000	-	-	-	-	13,452	-378,739	1,936,661
<b>Total International Equity</b>	<b>3,154,810</b>	-	-	-	-	-	<b>95,052</b>	<b>-890,465</b>	<b>2,359,398</b>
Vanguard Total Int'l Equity (VTIAX)	3,154,810	-	-	-	-	-	95,052	-890,465	2,359,398
<b>Total Fixed Income</b>	<b>5,126,049</b>	-	-	-	<b>-12,371</b>	-	<b>133,818</b>	<b>-718,634</b>	<b>4,528,862</b>
<b>Total Domestic Fixed Income</b>	<b>5,126,049</b>	-	-	-	<b>-12,371</b>	-	<b>133,818</b>	<b>-718,634</b>	<b>4,528,862</b>
Agincourt Fixed Income	5,126,049	-	-	-	-12,371	-	133,818	-718,634	4,528,862
<b>Total Cash &amp; Equivalents</b>	<b>903,167</b>	<b>1,066,096</b>	<b>588,126</b>	<b>-994,648</b>	-	<b>-69,372</b>	<b>10,759</b>	<b>1</b>	<b>1,504,130</b>
Receipt & Disbursement	551,544	1,410,628	588,126	-994,648	-	-69,372	10,011	1	1,496,291
Mutual Fund Cash	351,623	-344,532	-	-	-	-	748	-	7,839
<b>Total Fund</b>	<b>20,494,875</b>	-	<b>588,126</b>	<b>-994,648</b>	<b>-43,308</b>	<b>-69,372</b>	<b>405,650</b>	<b>-3,846,221</b>	<b>16,535,102</b>