

# POLK CITY

February 19, 2018

**City Commission Meeting**  
Polk City Government Center  
123 Broadway Blvd., SE

7:00 P.M.

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**CALL TO ORDER** – Mayor Joe LaCascia

**INVOCATION** – Pastor Walter Lawlor, New Life Community Church

**PLEDGE OF ALLEGIANCE** – Mayor Joe LaCascia

**ROLL CALL** – Assistant to the City Manager Sheandolen Dunn

**APPROVE CONSENT AGENDA**

1. Outsourcing to Southwest Direct for Utility Bills Printing and Mailing

**PRESENTATIONS AND RECOGNITIONS**

**PUBLIC COMMENT** – **ITEMS NOT ON AGENDA** (limit comments to 3 minutes)

## **AGENDA**

1. **PUBLIC HEARING – ORDINANCE 2018-01** - An Ordinance proposing an amendment to the Charter of Polk City, Florida; providing the right, duty and obligation for the citizens of Polk City to hold a referendum as a required condition before buying or selling a water or wastewater utility; requiring sixty percent of those voting to vote in favor of buying or selling such a utility; repealing all Ordinances in conflict herewith; providing for an election in which qualified electors of the city may vote for or against this charter amendment; providing for a ballot question; providing for conflicts; providing an effective date, **Second and final reading**
2. Triparty Fire Flow Agreement with Auburndale & Fantasy of Flight
3. Department of Economic Opportunity - Competitive Florida Partnership Technical Assistance Grant Agreement
4. Planning Advisory Services Agreement - Central Florida Regional Planning Council
5. Discussion of Additional PCSO Deputy – Commissioner Kimsey
6. City Commissioners to Present Individual Plan for Obtaining Required Vehicles
  - a. Commissioner Blethen
  - b. Commissioner Carroll
  - c. Vice Mayor Harris
  - d. Commissioner Kimsey
  - e. Mayor LaCascia

**CITY MANAGER ITEMS**

- 1) FDEP - Effluent Disposal Project
- 2) Polk City Scholarship Fund
- 3) Electric at Sprayfield on S.R. 33

**CITY ATTORNEY ITEMS**

**COMMISSIONER ITEMS**

Vice Mayor Harris  
Commissioner Blethen  
Commissioner Carroll  
Commissioner Kimsey  
Mayor LaCascia

**ANNOUNCEMENTS**

**ADJOURNMENT**

**CONSENT AGENDA**  
**February 19, 2018**

MAY ALL BE APPROVED BY ONE VOTE OF COMMISSION TO ACCEPT CONSENT AGENDA. Commission Members may remove a specific item below for discussion, and add it to the regular agenda under New or Unfinished Business, whichever category best applies to the subject.

**A. CITY CLERK**

1. Accept minutes – January 16, 2018– Regular City Commission Meeting
2. Accept minutes – February 5, 2018 – City Commission Workshop

**B. REPORTS**

1. Library Report – January 2018
2. Polk Sheriff's Report – January 2018
3. Public Works Report – January 2018
4. Utilities Report – January 2018

**C. OTHER**

Please note: Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the City Commission with respect to any matter considered during this meeting, he or she will 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.

In accordance with the American with Disabilities Act, a person with disabilities needing any special accommodations to participate in city meetings should contact the Office of the City Clerk, Polk City Government Center, 123 Broadway, Polk City, Florida 33868 Telephone (863) 984-1375. The City of Polk City may take action on any matter during this meeting, including items that are not set forth within this agenda.

Minutes of the City Commission meetings may be obtained from the City Clerk's office. The minutes are recorded, but are not transcribed verbatim. Persons requiring a verbatim transcript may arrange with the City Clerk to duplicate the recordings, or arrange to have a court reporter present at the meeting. The cost of duplication and/or court reporter will be at the expense of the requesting party.

**City Commission Meeting  
February 19, 2018**

**CONSENT AGENDA ITEM:** Accept minutes for:  
-January 16, 2018 - Regular City Commission Meeting Minutes  
-February 5, 2018 – City Commission Workshop Minutes

     INFORMATION ONLY  
  X   ACTION REQUESTED

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**ISSUE:** Minutes attached for review and approval

**ATTACHMENTS:**

-January 16, 2018 - Regular City Commission Meeting Minutes  
-February 5, 2018 – City Commission Workshop Minutes

**ANALYSIS:** N/A

**STAFF RECOMMENDATION:** Approval of Minutes

## CITY COMMISSION MINUTES

January 16, 2018

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Mayor Joe LaCascia called the meeting to order at 7:00 p.m.

Walter Lawlor, New Life Community Church, gave the invocation.

Those present recited the Pledge of Allegiance led by Mayor Joe LaCascia.

**ROLL CALL** – Assistant to the City Manager Sheandolen Dunn

**Present:** Mayor Joe LaCascia, Commissioner Don Kimsey, Commissioner Mike Blethen, Commissioner Randy Carroll, City Attorney Thomas Cloud and City Manager Patricia Jackson

**Absent:** Vice Mayor Wanda Harris

### **APPROVE CONSENT AGENDA**

**Motion by Commissioner Kimsey** to approve the Consent Agenda; motion was seconded by Commissioner Carroll. **Motion carried unanimously.**

**PRESENTATIONS AND RECOGNITIONS** - None

### **PUBLIC COMMENT**

Susan Ketterman (583 Marklen Loop) Expressed appreciation for replaced Street Signage. Expressed concern regarding Code Enforcement issues in the Marklen Loop area. Floor cleaning in the Activity Center.

Sandra Cutts (315 Central Avenue) Inquired about the total amount financed on the largest note the City refinanced. Old Public Works building future use. Lighting time at the Basketball/Tennis Courts.

Mayor LaCascia responded the Bond is \$8.5 Million.

Keith Prestage responded the lights go off at 9:30 pm. There is signage at the courts reflecting this time frame.

Laurence Doyle (160 Appaloosa Hill Road) – Warehouse property is clear of all code enforcement violations.

City Manager Jackson responded no liens have been filed against the property.

## ORDER OF BUSINESS

### Discuss and Select Payment Options for Bryant Property Purchase

Mayor LaCascia stated that Polk City is in an excellent position due to several factors which allows us to have options to pay for the Bryant Property. Polk City's S&P credit rating is "A Stable" and gave us excellent interest rates. We have traditional methods to finance. 1) We can pay cash, 2) we can do a mortgage with different terms, or 3) we can pay some cash and have a mortgage. However, after discussion with City Manager Jackson, there is sufficient cash available from a 2012 event.

City Manager Jackson discussed the allocations of how the cash would be distributed between the Utilities, which is the Enterprise Fund and the General Fund. A portion of the allocation would be from Impact Fees and normal funds. Sixty-one percent (61%) of the \$450,000 would come from the Utility side Enterprise Fund and the remaining 39% would come out of the General Fund. The total Utilities side would be \$274,500, of which the Impact Fee from water would be \$49,410 and the Impact Fee from Sewer would be \$74,115; the General Funds 39% would be \$175,500. Regular Funds that would go toward the property is \$206,010. Impact Fees that can be used is \$243,990. This is from the current growth projected throughout Polk City. As of April 1, 2017, Polk City is just shy of 2,000 residents inside the city limits. As of today, we are over 2,000. Polk City's service area is 37.5 miles of utilities. This is with current Impact Fees and current funds. A copy of the Engineer's Allocation for Use of Impact Fees is attached and made a part of the minutes.

Polk City's Auditor prepared a document stating when the Polk City Government Center was built, Polk City investigated ways to pay for it with future growth money (Impact Fees) and regular funds. Total cost for the Polk City Government Center was \$2.43 million. The USDA loan was \$1.75 million. Polk City received a grant for \$200,000; Total costs incurred by the city was paid was \$480,580.29. These monies can be reimbursed by Impact Fees because of the City's growth. Of that, the portion for Utilities is 33%; the General Fund is owed \$158,591.50 from Utility Impact Fees. The General Fund portion of the Impact Fees owed is \$147,848.78, and the Public Safety portion of Impact Fees owed to the General Fund is \$42,254.63. Therefore, if the City Commission chose, we can take the money owed to the General Fund plus the money owed from the Impact Fees currently and pay cash for the Bryant Property of \$450,000 without any financing. A copy of the Auditor's Spreadsheet is attached and made part of the minutes.

Sandra Cutts (315 Central Avenue) – Commented that cash is the way to go.

Commissioner Blethen inquired about cost incurred by Polk City. Is that what is used to pay on City Hall?

City Manager Jackson responded Polk City is not using Impact Fee monies for the payment of the Debt Service for the loan. This is strictly what is owed to the General

Fund from what was paid for in advance that simply needs to be refunded back from the Impact Fees that have not been collected yet.

City Attorney Cloud stated there is an allocation that has to take place; this is why City Manager Jackson went back in time to determine what the allocation of costs were for the Government Center in the beginning. Under Florida Law this has to be done to ensure that impact fees are being used properly. In an effort to ensure this, Gerald Hartman, a professional engineer and rate consultant, compiled the allocation based on the information from the City's auditor.

**Motion by Commissioner Kimsey** to authorize City Manager Jackson to use funds as explained in the January 12, 2018 Hartman Consultants letter and the Auditor print out for purchase of the Bryant Property; this motion was seconded by Mayor LaCascia.

City Manager Jackson stated Polk City could pay \$200,000 and finance \$250,000 or pay \$250,000 and finance \$200,000. You have a Citizens Bank document that spells out the interest rate terms. A copy of the Citizens Bank Letter is attached and made a part of the minutes.

Commissioner Kimsey stated we should pay cash.

Commissioner Blethen wants to know where the \$450,000 is in the budget right now.

Commissioner Kimsey reiterated we could pay cash, finance all, or pay cash and finance.

City Manager stated the majority of the funds come from Impact Fees which is restricted funds from utilities then in the General Fund which is Public Facilities and Public Safety.

Mayor LaCascia stated this is a win-win way to pay for the Bryant Property.

Lengthy discussion ensued.

**Roll Call Vote:** Commissioner Carroll - aye, Commissioner Blethen - aye, Mayor Lacascia - aye, Commissioner Kimsey - aye

**Motion carried 4/0.**

### **Discuss Vehicles in Public Works and Utilities**

Keith Prestage, Public Works Director presented information on City vehicles in Public Works and Utilities. Polk City is in day 16 of taking back the Utilities. A slide show was presented of each vehicle as well as the maintenance program currently utilized. A report is handwritten by the mechanic of work performed on each vehicle. Since we

have ADG software, staff has the ability to electronically maintain the vehicle maintenance.

**Listed below is a breakdown of vehicles in Polk City's fleet:**

**-2003 F150 Regular Cab** – Has 130,000 miles and is in poor condition. Multiple engine conditions occurring with this vehicle. It does not go out of town. Polk City has owned this vehicle over 12 years.

**-2007 F150 Regular Cab** - Has 41,000 miles and is in good condition. This vehicle is maintained.

**-2002 F150 Regular Cab** – Has 94,000 miles and is in poor condition. Drive train issues. Won't take this vehicle too far.

**-2004 F550 Utility Crane Bed Truck** – Has over 100,000 miles and is in good condition. This truck is a critical need for Lift Station work. It has a Diesel engine. It would need to be set aside for task specific use only.

**Used vehicle purchase options:**

-2008 F350 Regular Cab – 54,000 miles – \$19,000.

-2008 F350 Regular Cab Utility Box truck - 117,000 miles - \$19,500.

-2008 F350 Regular Cab Utility Box Truck - 17,000 miles – \$27,500.

-2006 Chevy 2500 – 85,000 miles - \$23,500

**New vehicle Purchase Options:**

2017 F250 Regular Cab Utility Box on a County contract - \$28,519.

Mr. Prestage addressed concerns regarding the employees riding together in one vehicle. That is an inefficient way of doing business. There are a variety of tasks that have to be completed that only require one person, while another could be doing something totally different on the opposite end of the City.

It is the recommendation that Polk City trade in the vehicle that is in poor condition.

In the Utility Department we will have five staff members with three vehicles. Of the three vehicles, one is a crane truck which we need to designate as task specific.

Mayor LaCascia reiterated to the Commission that a decision will not be made tonight, we are listening to determine what the need is.

Keith Prestage stated that in total there are seven people in the Public Works and Utilities Departments.



We are currently using the Jeep to do multiple tasks for the Library, City Hall, Utility and Public Works.

Commissioner Kimsey discussed the possible purchase of vehicles from Garner as well as the number of miles put on the trucks per week.

Keith Prestage responded mileage is not recorded weekly, but monthly. Using the crane truck as an example. Approximately 100 miles a month for the crane truck. Each time we do any type of maintenance to the vehicle, it is documented.

After lengthy discussion, City Manager Jackson will put together dates for a workshop and email to the Commission.

### **City Manager Jackson Salary**

Mayor LaCascia discussed City Manager Jackson's current salary of \$76,000. In 2017 the City Commission approved a 3% Cost of Living Increase for staff, which included City Manager Jackson. Because Mrs. Jackson is a contract employee, the City Commission has to vote on amending her Employment Contract to move forward with this increase. As of January 1, 2018, Polk City took back the Utilities which warranted additional responsibilities. Therefore, it is recommended that City Manager Jackson be given a 3% increase, which is approximately \$88 per paycheck and \$2,280 per calendar year. City Manager Jackson's employment contract will be amended to reflect this increase.

**Motion by Mayor LaCascia** to increase City Manager Jackson's salary to \$78,280 retroactive to January 1, 2018; this motion was seconded by Commissioner Carroll.

**Roll Call Vote:** Mayor Lacascia – aye, Commissioner Blethen – aye, Commissioner Kimsey – aye, Commissioner Carroll – aye

**Motion carried 4/0.**

### **CITY MANAGER ITEMS**

Bond Closing – The Closing has been finalized.

Budget – Work will begin earlier on the budget process.

Fountain Park – There will be a Planning Commission Meeting on January 29, 2018 at 6pm.

Workshop – A City Commission Workshop is being planned and a date will be emailed to each Commissioner.

## **CITY ATTORNEY ITEMS**

### **Ordinance 2018-01**

AN ORDINANCE PROPOSING AN AMENDMENT TO THE CHARTER OF POLK CITY, FLORIDA; PROVIDING THE RIGHT, DUTY, AND OBLIGATION FOR THE CITIZENS OF POLK CITY TO HOLD A REFERENDUM AS A REQUIRED CONDITION BEFORE BUYING OR SELLING A WATER OR WASTEWATER UTILITY; REQUIRING SIXTY PERCENT OF THOSE VOTING TO VOTE IN FAVOR OF BUYING OR SELLING SUCH A UTILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN ELECTION IN WHICH QUALIFIED ELECTORS OF THE CITY MAY VOTE FOR OR AGAINST THIS CHARTER AMENDMENT; PROVIDING FOR A BALLOT QUESTION; PROVIDING FOR PUBLIC NOTICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.  
First Reading

City Attorney Cloud read Ordinance 2018-01 by title only. City Attorney provided thorough explanation of the Ordinance. This Charter Amendment will appear on the April 3, 2018 Election ballot.

**Motion by Commissioner Kimsey** to approve Ordinance 2018-01; this motion was seconded by Commissioner Blethen.

Commissioner Blethen asked what this Ordinance really does?

City Attorney Cloud stated that if there is going to be a purchase or sale of a Utility, there has to be a referendum. The numbers have to be disclosed. The voters will not be asked to decide on this without proper disclosure.

**Roll Call Vote:** Commissioner Carroll – aye, Commissioner Blethen – aye, Mayor LaCascia – aye, Commissioner Kimsey - aye

**Motion carried 4/0.**

## **COMMISSIONER ITEMS**

**Commissioner Blethen** – Red light running in the school area. Thanked everyone for coming.

Deputy Poindexter is working on the sign.

Keith Prestage gave an update on the roadway. Main Street Streetscape. If FDOT won't/can't do it, then the City may be able to address the issue.

**Commissioner Kimsey** – Would like to discuss having another Deputy in the next meeting.

**Commissioner Carroll** – Agrees with Commissioner Kimsey. Polk City is growing and needs another more law enforcement coverage. Would like to work on a scholarship for Polk City students. Thanked everyone for coming.

**Mayor LaCascia** – Discussed the Parks and Recreation Master Plan Community Meeting held on Saturday, January 6, 2018. It was a huge success.

**ANNOUNCEMENTS** - None

**ADJOURNMENT** – 8:55 pm

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Patricia Jackson, City Manager

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Joe LaCascia, Mayor

**CONSENT AGENDA**  
**January 16, 2018**

MAY ALL BE APPROVED BY ONE VOTE OF COMMISSION TO ACCEPT CONSENT AGENDA. Commission Members may remove a specific item below for discussion, and add it to the regular agenda under New or Unfinished Business, whichever category best applies to the subject.

**A. CITY CLERK**

1. Accept minutes – December 18, 2017– Regular City Commission Meeting

**B. REPORTS**

1. Building Report – December 2017
2. Code Enforcement – December 2017
3. Library Report – December 2017
4. Polk Sheriff's Report – December 2017
5. Public Works Report – December 2017

**C. OTHER**

## CITY COMMISSION WORKSHOP

February 5, 2018

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Mayor Joe LaCascia called the meeting to order at 7:00 p.m.

Those present recited the Pledge of Allegiance led by Mayor Joe LaCascia.

**ROLL CALL** – Assistant to the City Manager Sheandolen Dunn

**Present:** Mayor Joe LaCascia, Vice Mayor Wanda Harris, Commissioner Don Kimsey, Commissioner Mike Blethen, Commissioner Randy Carroll and City Manager Patricia Jackson

**Absent:** City Attorney Thomas Cloud

### **ORDER OF BUSINESS**

#### **DISCUSS VEHICLES IN PUBLIC WORKS AND UTILITIES**

Public Works Director Keith Prestage opened the discussion referring back to the January 29, 2018 meeting in which each vehicle in Polk City's fleet was evaluated.

Mike Bruno (Owner, Polk City Automotives) was on hand to provide a professional opinion on the vehicles in question.

-2002 F-150 needs \$3,300 in repairs.

-2003 F-150 - has an estimate of \$3,100 in repairs. There is an issue with the lock out device, which is causing the engine to shut down.

-Crane Truck - in good condition, but has over 120,000 miles. Last week this vehicle blew a head gasket. The repair cost will be approximately \$5,000. Lake Alfred has graciously allowed Polk City the use of their crane truck for lift station work.

In taking back Utilities, Polk City is in desperate need of vehicles. Lori Pearson, Utility Supervisor, is currently driving the Public Works Directors truck, which leaves him stranded and unable to complete his daily task. Therefore, Polk City needs to purchase four vehicles to accommodate Public Works and Utilities:

FY18 – Purchase three trucks – two F-250 Utility Trucks and one F-150.

FY19 – Purchase one F250 Utility Truck.

Quotes have been received from Bartow Ford, Weikert Ford and Gator Ford. With the State Contract pricing, the average price is just under \$30,000 for a new F-250 Utility Box Truck.

Finding a used vehicle is a moving target. The vehicles discussed at the January meeting are no longer available.

Commissioner Kimsey inquired about the number of miles put on the trucks daily.

Keith Prestage responded approximately thirty (30) miles per day; however, this number is hard to pinpoint as the daily routines, change daily.

Commissioner Blethen asked where the vehicles are being serviced?

Keith Prestage responded at the Ford Dealership. These vehicles are being serviced moving forward, but we cannot tell you anything about the vehicles previous maintenance programs. Mr. Prestage stressed that this is a need, not a want.

Mayor LaCascia stated the need for vehicles has already been established. \$5,000 has been set aside each year for the past two fiscal years. In Reserves, there was \$10,000 that was already allocated. But we may have to set aside a little more with taking back the Utilities. A Capital Expenditure goes hand in hand with taking over the operation of a Utility Department. There will be Capital Expenditures. We are fulfilling that need.

Vice Mayor Harris referred back to discussion by Aquarina two years ago stating we need one more truck.

Commissioner Carroll expressed the need for vehicles and his confidence in Keith Prestage establishing what is best for Polk City.

Commissioner Kimsey reiterated from a previous meeting his desire to have another Deputy in Polk City with the money we are saving.

Commissioner Kimsey stated his desire to repair the two vehicles.

Commissioner Blethen would like to see the Reserves Account broken down so he can read it and identify how much money is designated for vehicles. Needs to see a line item in the budget for purchasing vehicles.

Mayor LaCascia stated the information is in the Enterprise Fund under Sewer for \$2,500 and Water Operations for \$2,500. In FY 2017, \$5,000 was set aside. In FY 2018, \$5,000 is scheduled to be set aside, which is what the Commission approved. In FY 2019, \$5,000 will be set aside (\$2,500 - water and \$2,500 - sewer).

City Manager Jackson provided a thorough explanation regarding the need for the number of vehicles requested and the budget process with capital purchases.

After lengthy discussion regarding the daily use of City vehicles and the growth of Polk City, Mayor LaCascia requested that each Commissioner come up with a plan to discuss at the next meeting without rehashing the discussion that has already taken place three times regarding City vehicles, vehicle maintenance and possible vehicle purchases.

**ANNOUNCEMENTS** - None

**ADJOURNMENT** – 8:35 pm

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Patricia Jackson, City Manager

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Joe LaCascia, Mayor

City Commission Meeting  
February 19, 2018

**CONSENT AGENDA ITEM:** Department Monthly Reports

     INFORMATION ONLY  
  X   ACTION REQUESTED

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**ISSUE:** Department Reports attached for review and approval.

**ATTACHMENTS:**

Monthly Department Reports for:

- Library
- Sheriff's Office
- Public Works
- Utilities

**ANALYSIS:** N/A

**STAFF RECOMMENDATION:** Approval of Department Reports via Consent Agenda





# PUBLIC WORKS

## MONTHLY REPORT

### REPORT PERIOD

January 1 - 31, 2018

### PREPARED BY

Keith Prestage  
*Public Works Director*

### STATUS SUMMARY

List of projects started and/or finished during the month of January.

### PROJECT OVERVIEW

TASK	% COMPLETE	NOTES
WWTP scrap metal collection and removal remodel to facility	100%	
Fleet Maintenance - repairs due to ongoing issues with F-150 pickup trucks	Ongoing	
WWTP relocate and set-up new mobile lab trailer	100%	
Mowed and trimmed right-of-way locations, fishing pier, parks, public buildings, lift stations, water treatment plants, retention ponds, ditches, and medians.	Ongoing	
WWTP built a ramp for laboratory entrance and installed pipe holders on tanks	100%	
WWTP maintenance and cleanup on all tanks and contact chambers	Ongoing	
WWTP complete remodel to mobile lab trailer for the interior and exterior	100%	
All water plants - preventive maintenance and repairs	Ongoing	
Streetscape - Parks - Van Fleet Trail - preventative maintenance mowing & trash collection	Ongoing	
Preventative Maintenance - mowers, tractor, and gators	Ongoing	
Recreational Courts - Installed new netting to the basketball goals and touch up painting	Ongoing	
Activity Center - complete interior remodeling including relocation of new A/C handlers and landscape improvements	Ongoing	

**POLK COUNTY SHERIFF'S OFFICE  
DEPARTMENT OF LAW ENFORCEMENT**

*STATISTICAL DATA*

*West*

**Division**

February 5, 2017

Northwest

District

To: Patricia Jackson , City Manager  
 From: Deputy Christina Poindexter #7376  
 Subject: Statistical report for January, 2018.

ACTIVITY	
FELONY ARREST	0
AFFIDAVITS FELONY	0
MISDEMEANOR ARREST	2
AFFIDAVITS MISDEMEANOR	0
OUT OF COUNTY/STATE WARRANT ARRESTS	0
PROCAP WARRANT ARREST	0
TOTAL ARRESTS	2
SEARCH WARRANTS	0
FIELD INTERROGATION REPORTS	0
TRAFFIC CITATIONS	0
INTELLIGENCE REPORTS	0
STOLEN PROPERTY RECOVERED	\$0
HRS. TRANSPORTING/ AGENCIES/DIVISIONS	0
OFFENSE REPORTS	7
NARCOTICS SEIZED	0
ASSETS SEIZED	0
PATROL NOTICES	1
FOXTROT REPORTS	6
TOW-AWAY NOTICES	2
COMMUNITY CONTACTS	265
TRAFFIC STOPS	3
TOTAL DISPATCHED CALLS FOR SERVICE	34

In January 2018, there were three (3) PROCAP captured crimes as compared to three (3) in 2017. During the month one (1) vehicle Theft (employee vehicle) was reported from a Business located at 111 Central Avenue Polk City Automotive removed from the front parking lot of the business. There were also two (2) residential burglaries one reported at 5732 Mt. Olive Rd. unoccupied residence where tools were removed from renovations to the residence. The second residential burglary occurred at 8815 Ashland Ave. (residence under construction) by Centex Homes. The unsecured residence with no doors or windows, an unknown suspect entered and cut pigtailed of cooper wire throughout the residential structure.

CaseNo	CaseNo	CaseNo	CaseNo	CaseNo	CaseNo	CaseNo	CaseNo	CaseNo
<b>VEHICLE THEFT</b>								
PCSO-180000124	2017-12-31 / 0930hrs	2018-01-02 / 0830hrs	Tues	111 CENTRAL AVE POLK CITY AUTOMOTIVE	Unk susp removed the victs green 1996 Chevy Silverado 1500 bearing Florida tag#036MCX from his place of employment			Pending Walker
<b>BURGLARY RESIDENCE</b>								
PCSO-180001959	2018-01-06 / 1730hrs	2018-01-07 / 1600hrs	Sun	5732 MT OLIVE RD	unk entry; Unk susps entered resid & removed pancake style air compressor, pressure washer with Honda motor & cat pump, Snap On battery charger, household cleaners & a 6hp chrome & blue Shop Vac / Reportee showed the resid to potential renters (2 WFs & 2 WMs) he only got one name Celeste Briggs 863-632-6731 (there is a Celeste Briggs in Webq showing 12294, but not the phone# given)-another database shows that phone# does belong to the 1/22/94 subject			
PCSO-180002216	2018-01-08 / 1800hrs	2018-01-09 / 0800hrs	Tues	8815 ASHLAND AVE	Centex Homes(Patrick Jordan/Superintendent): Resid under construction: No doors & windows; Unk susp entered resid & removed 9' of 16gauge copper wire & 66' of 14gauge copper wire / There was about 20 seconds of veh of a dark colored car but not sure if that is related (according to pictures it appears that the susps cut only the pigtailed off the end of the copper wire causing the hosue to have to be re-wired)			

Department of Law Enforcement Polk City - 2017-2018																															
	Jan		Feb		Mar		Apr		May		June		July		Aug		Sept		Oct		Nov		Dec		YTD Totals		Monthly Change		YTD Average		
	17	18	17	18	17	18	17	18	17	18	17	18	17	18	17	18	17	18	17	18	17	18	17	18	17	18	17	18	17	18	
Robbery	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Burg. Business	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Burg. Residence	2	2	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2	200%	2.0	2.0	
Burg. Structure	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Burg. Conveyance	1	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0%	1.0	0.0	
Vehicle Theft	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	100%	0.0	1.0	
Grand Theft	0	0	2	0	2	0	1	0	3	0	0	0	3	0	2	0	1	0	1	0	0	0	1	0	0	0	0	-100%	0.0	0.0	
Petit Theft	0	0	1	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	2	0	1	0	1	0	0	0	0	-100%	0.0	0.0	
Mail Theft	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	0.0	0.0	
Retail Theft	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	0.0	0.0	
Criminal Mischief	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	0.0	0.0	
Totals	3	3	6	0	4	0	2	0	5	0	1	0	3	0	2	0	1	0	3	0	3	0	2	0	3	3	50%	3.0	3.0		
% Change	0%		N/A		N/A		N/A		N/A		N/A		N/A		N/A		N/A		N/A		N/A		N/A		0%				0%		

# WATER – WASTE WATER UTILITY

## MONTHLY REPORT

### REPORT PERIOD

January 1 – 31 2018

### PREPARED BY

Lori Pearson  
Utility Supervisor

### STATUS SUMMARY

List of projects started and/or finished during the month of January.

### PROJECT OVERVIEW

#### WATER

TASK	% COMPLETE	NOTES
TURN ON: 30	100%	
FLOW TEST – FREE: 1	Ongoing	
IRRIGATION / REREAD: 1	100%	
TURN OFF: 36	100%	
METER MAINTENANCE: 75	100%	
LAPTOP TEST – FREE: 1	Ongoing	
TURN BACK ON FROM SHUT OFF LIST: 48	Ongoing	
PERFORMED SUNSHINE LOCATES AS REQUIRED	Ongoing	
REPAINTED HYDRANTS & FLUSHED DEAD ENDS	Ongoing	
GATHERING GPS DATA FOR VALVES, HYDRANTS, & METERS	Ongoing	

#### WASTE WATER

TASK	% COMPLETE	NOTES
APPLIED AQUATIC MGMT – SPRAYED & MAINTAINED RETENTION PONDS AT WWTP & 33 SPRAY FIELD	Ongoing	
FIXED CHLORINE INJECTORS AT MT OLIVE WATER PLANT & REPLACED ARV	100%	
PAINTED & CLEANED OUT CHLORINE CONTACT CHAMBER AT WWTP	100%	
WET TAP AT BROOK LANE LIFT STATION	100%	
FIXED SPRAY FIELD WWTP IRRIGATION	100%	
GATHERING GPS DATA FOR GATE VALVES & AIR RELEASE VALVES	Ongoing	
PULLED WATER & WASTE WATER SAMPLES DAILY FOR TESTING	Ongoing	

**City Commission Meeting  
February 19, 2018**

**CONSENT AGENDA ITEM #1: Outsourcing to Southwest Direct for Polk City's Utility Bill Printing and Mailing**

     INFORMATION ONLY  
  X   ACTION REQUESTED

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**ISSUE:** Outsourcing to Southwest Direct for Polk City's Utility Bill Printing and Mailing.

**ATTACHMENTS:** 1) Breakdown of Cost Comparison  
2) Outsourcing Services Proposal for Polk City

**ANALYSIS:** Currently, Polk City outsources Utility Bill printing to BMS. During the RFQ process for outsourcing, BMS was the lowest bid and was compatible with the MCSJ software.

To date, Polk City is using ADG software. BMS charges Polk City an \$85 fee for conversion.

Southwest Direct is located in Fort Myers. Just by their location, this would shorten the bills mailing time to Polk City Customers.

City staff is requesting your consideration of this change for three reasons: 1) Southwest District is in Florida, with a shorter mailing time 2) there is no conversion fee as Southwest Direct is compatible with ADG software and 3) the savings would be approximately \$45.45 per month.

Attached is a spreadsheet with a breakdown of cost for your review.

**STAFF RECOMMENDATION:** Approval of the proposal for Southwest Direct for Polk City's Utility Bill Printing and Mailing.

QUANTITY	DESCRIPTION	CURRENT	SW DIRECT
	2100 PROCESS PRINT AND MAIL	\$ 252.00	\$ 105.00
	2100 WHITE 24# PERFORATED PAPER	INCLUDED	\$ 105.00
	2100 GENERIC DOUBLE WINDOW #10	INCLUDED	\$ 73.50
	2100 GENERIC SINGLE WINDOW #9	INCLUDED	\$ 31.50
	2100 NCOA PROCESSING	\$ 0.25	\$ 6.30
	2100 PRINT 8.5 X 11 NEWSLETTER	\$ 168.00	\$ 178.50
	2100 INSERT NEWLETTER	\$ 21.00	\$ 21.00
	1 JOB SETUP	\$ 25.00	INCLUDED
	1 DELIVERY TO USPS	\$ 15.00	INCLUDED
	2100 POSTAGE	\$ 921.90	\$ 921.90
		\$ 1,403.15	\$ 1,442.70

\* Currently BMS also charges a \$85.00 fee to change our billing file  
**\$1,488.15**



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***Outsourcing Services Proposal For:***



**Monday, January 29, 2018**





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## **Confidentiality Agreement**

This document is for the sole use of Polk City. It is intended for Polk City employees on a need-to-know basis. Its contents should not be disclosed to any other parties without the prior written consent of Southwest Direct.

Date submitted: Monday, January 29, 2018



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## Southwest Direct Company Overview

### Company Information

Southwest Direct is a privately owned printing and mailing company based in Fort Myers, Florida. Founded in 1988 by Anthony Correnti Sr., SouthWest Direct began as a local letter shop serving the Southwest Florida area. Over the years SouthWest Direct has developed into a full service highly specialized mail production facility offering statement design, database management, full color printing, digital imaging, statement processing, mailing services and fulfillment.

In 1991 the company began processing billing statements for a community hospital in Naples, Florida. Each day boxes full of preprinted continuous forms were picked up, folded, inserted and mailed. As technology advanced, new equipment allowed us to propose a better way. Working with the hospital, Southwest Direct designed a color custom statement onto which patient data was laser printed. The result was a statement that was patient friendly and easy to read. Soon the company began processing billing for clinics, labs, and utilities. That billing statement process evolved into Southwest Direct Statement Services. We have invested ten years and several million dollars in developing a statement billing process that is among the most technologically advanced in the world. We are now able to offer our statement processing services to clients nationwide.

### Southwest Direct – Strategic Plan

Southwest Direct's business strategy is to service the growing outsourcing market for major industries. Southwest Direct's strategic direction is to produce personalized business-to-customer communications that use variable data to deliver time-sensitive mailed and electronic documents rendered to the Internet, electronic document libraries, and archiving media, all supported by a project management organization that provides professional services.

The Southwest Direct facility, located in Fort Myers, Florida, is approximately 30,000 sq. feet and has 50 employees. The facility strategy calls for equipment and resources to be added incrementally, as our clients' needs grow. The Fort Myers, FL facility includes the senior management team and the project management organization. Subsequent facilities will only staff production employees. Our strategy will eliminate duplication of effort and increase efficiency and continuity.

Southwest Direct's statement division currently produces 1,200,000 finished mail pieces per month on top of the 2,000,000 pieces produced for SouthWest Direct commercial mail clients. Southwest Direct has designed an infrastructure that will allow for data receipt, processing and output of 10,000,000 packages by the year 2018. Complete order tracking, inventory, purchasing, data processing, printing and inserting systems are included in this infrastructure. Southwest Direct accepts files 24 hours per day, 7 days per week.

### Product and Service Offering

As experts in distributed communications, both correspondence mail and production mail, Southwest Direct can make Polk City communications more effective and efficient. Southwest Direct services include:



- Statement design
- Data programming
- Document mapping
- Print production and inserting
- Tracking and reporting
- Address hygiene and postal discounts
- Total project management

### Statement Experience

Southwest Direct has extensive experience servicing the outsourcing needs of customers who mail statements. The company currently works with hospital systems, cities, counties, universities, physician groups, colleges, billing system vendors, collections agencies, as well as others. References are available upon request.

### Southwest Direct Differentiators

The world of business is a very different place than it was even five years ago with technology breakthroughs, globalization, and the faster pace of economic, political and social change. Customers choose Southwest Direct for our ability to make messaging technologies and processes that are cost-effective, easy to access, easy to use and flexible for our customers, through our products, financing and services.

At Southwest Direct, our technology capabilities are grounded in how people work; our infrastructure gives us direct access to our end users; and we have stayed focused in those messaging business areas where we have accumulated a great deal of knowledge. Our core competencies deliver the business support services needed, so that our customers can focus on their core competencies. We continue to study market trends to provide the products, services and programs that our customers need.

Southwest Direct's competitive strength lies in several key areas:

- **Mailing industry knowledge and expertise**
- **Leading-edge proprietary software and technology**
  - State-of-the art programming tools; C++, Oracle object-oriented tools
  - Data communications and print language manipulation capability
  - Document Composition software
  - Real-time job tracking
- **Complete offering / total solution**
  - Design and development services
  - Programming and composition
  - Print production and inserting
  - Tracking and reporting online and offline
  - Address hygiene and mail forwarding
- **Client Server environment**
- **Resources availability**
- **Processing efficiency**



## Proposal

### Proposed Solution

Polk City can benefit from the document processing services provided by Southwest Direct including total project management, project status, statement printing, variable electronic printing, inserting, mailing, and electronic statement presentment.

Polk City can also take advantage of our state-of-the-art technology that offers greater flexibility and customization than traditional composition and printing methods.

### Account Management Approach and Staffing

A typical account structure consists of a Sales Representative, Project Manager, the Director of IS/IT, the Director of Applications Development, and the Manager of Postal Affairs. The Project Manager is assigned to the Polk City account to understand your expectations, identify the project requirements, and develop a project plan that ensures the project is delivered on time with flawless execution. The Project Manager will be responsible for planning, monitoring, and controlling the project. This includes:

- Client communications
- Communication and integration with Polk City staff and processes
- Project plan development
- Defining internal production requirements
- Monitoring and reporting on project development and implementation status
- Component inventory control
- Execution of changes to the project

### Change Management Process

All modifications to production processes, programs, files, resources, etc. are controlled by the change management process and recorded and tracked via a change management document. External changes require Polk City approval. Changes to IS-related components resident on the production server require the approval of the Director of IS/IT prior to production migration. All print related resources are maintained on the production server. A Programmer Analyst, with approval of the Director of IS/IT, is the individual authorized to modify the production resources. For each print file created, the appropriate resources are appended to the beginning of each file and transmitted to the production imaging equipment along with the print stream.

The Project Manager assigned to the Polk City account will manage the Change Management Process within Southwest Direct. The Southwest Direct Project Manager will collect changes requiring Polk City approval.



## Technology

### Graphics and Form Design Capabilities

Southwest Direct utilizes Planet Press from Object Lune™ to create dynamic documents for your organization. Planet Press is the premier software application for customer information management and document composition in the world. Southwest Direct statements are data driven and can be personalized right down to the individual bill. Southwest Direct offers you flexibility where other services simply cannot. Changes can be made quickly and easily, whether you need to make minor changes or redesign your entire form. Statements can be coded to print in 28 different languages. You can even view your printed statements on the Internet or archive them on CD-ROM. These features combined with CASS certification, Postnet Bar-coding, Zip plus 4, address correction and mail forwarding make Southwest Direct the obvious choice.

## Data Processing

Southwest Direct's data processing strategy focuses on flexibility and integrity. Southwest Direct offers around the clock data transmissions, 365 days of the year. We are equipped to accept multiple data streams from more than one site.

Southwest Direct is equipped to accommodate any type of transmission protocol across any type of bandwidth speed. We can support leased point-to-point lines, frame relay, dial-up lines, SNA, TCP/IP networks, file transfer products such as FTP or Connect Direct, with the goal of multi-vendor interoperability.



## **Data Security**

Southwest Direct is committed to safeguarding your security and has implemented several lines of defense to protect you. We use industry-standard hardware and software in combination with authentication and certification by third parties to protect the transmission of data, the processing of data and storing data.

We have taken extensive steps to ensure that any data transmitted by our users cannot be intercepted, viewed, or blocked by unauthorized parties. We have also established policies telling our users how we use and store their information.

Southwest Direct is committed to maintaining a secure environment to store and receive your sensitive information. We have taken every precaution to protect your data and are constantly improving our security procedures. We will continue to make data security a top priority as new technologies become available.

Additionally, the facility adheres to the following telecommunications security procedures:

- All external connections will be secured with user ID/Password protection
- CISCO firewalls or an equivalent will be used
- All external communications are fire walled

## **Printers**

Southwest Direct statements are printed using Konica model 1250 digital printers. Whether using our Premium Statement or Basic Statement, you are guaranteed the highest quality print resolution available. Our laser printers allow us to produce custom statements in high volumes with maximum efficiency. Your statements can be printed simplex or duplex with variable data throughout. Multiple page statements can be handled with ease. Our inserting department is fully automated and can insert over a million statements per week.

## **Quality Assurance**

When Southwest Direct receives Polk City data via transmission; we will inspect the data for any physical damage and verify that the record count agrees with the transmittal. All data files will be tested for read errors. Polk City will be notified immediately if any problems occur with the transmission and a time will be established for retransmission of the data. Southwest Direct will work closely with Polk City to make sure the data files are formatted correctly minimizing any chance of error. However, Polk City will ultimately drive the integrity of the data.

### **Quality assurance production procedures**

Polk City can verify 100% mail / matching of all project(s) through extensive reporting that will be provided by Southwest Direct including:

- A transmission reply from Southwest Direct verifying the number of records received, the number processed for production, the exact postage amount, and sort analysis for each processing cycle can be issued at the time of production.
- Production verification upon completion of the mail processing can be issued detailing the number of pieces mailed.
- Custom reports can be configured based on end user specifications.



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## Implementation

The implementation time to live status is minimal and efficient. Southwest Direct receives an enrollment form, sample or current statements, and a test file as basic criteria to begin a project. The following steps are typical in setting up the account .

- Assign Project / Account Manager
- Establish Contact
- Submit sufficient test data and current statement / record layout for applications desired
- Receive sample form with your data or custom mock-up
- Make changes or approve form
- Submit postage deposit
- Account is ready for live status
- Account is ready for live production data

The Southwest Direct project manager assigned to Polk City will be very pro-active in guiding Polk City through implementation process.

Week 1	Kickoff Meeting / Client supplies Art, Data, and Letter Copy / Reports Defined
Week 2	Preliminary documents are designed / Art Proofs sent to Polk City
Week 3	Initial Bill and Letter Mockup created / Art Proofs changes sent back to SWD
Week 4	Bill and Letter Mockup sent to Polk City for review / Art Proof changes made
Week 5	Polk City reviews Bill and Letter Mockup / Final Art Proof sent for approval
Week 6	Bill and Letter Mockup changes sent back to SWD / Design Finalized and approved / Paper is printed
Week 7	Output to paper / Remittance testing / Test OCR Scan line
Week 8	Report certification and sign off / OCR Scan test results / Test disaster recovery procedure
Week 9	Parallel testing / Customer reviews Final Document Output
Week 10	Statement Certification and sign off; Postage on account; Go LIVE





## Production

Hardware components used to execute print and fulfillment requirements include:

Item	Description	Strengths
<b>Konica 1250</b>	Cut-Sheet Printers	<ul style="list-style-type: none"> <li>┆ Accommodates packages with various stocks.</li> <li>┆ Accommodates all required graphics, including logos, check images, and charts</li> <li>┆ Accommodates OCR printing requirements</li> <li>┆ Utilize "print assurance feature" which ensures that the correct stock is being used</li> <li>┆ Accommodates duplex printing requirements</li> <li>┆ Accommodates MICR printing requirements</li> </ul>
<b>Bowe Bell+Howell 8-series Inserters</b>	High-Speed Inserters	<ul style="list-style-type: none"> <li>┆ Accommodates all package designs, including #10, 6 x 9, 9 x 12 envelopes.</li> <li>┆ Accommodates selective inserting requirements</li> </ul>

Southwest Direct's automated processing capability is the corner stone to our production strategy. The channel connected based processing platform provides real-time project tracking from file processing through mailing and record maintenance, as well as improved system performance, throughput and integrity.

The file server is interfaced with the client server and the inserter stations. This allows a mailing job to be run on any inserter or split between inserters as needed. Jobs are processed more efficiently when a project can be shared across multiple networked inserters.

### NCOALink™ Address Correction Service

As an added benefit, we also offer address correction and mail forwarding through a licensed agreement with the United States Postal Service. We utilize NCOALink™ from the USPS to update client billing files as statements are being printed. This is done electronically by matching the names and addresses contained within client billing data against the national database of changes filed during the past 18 months. The NCOALink™ system contains over 16 million change-of-address records and is updated weekly.

Southwest Direct can update client data each time client statements are mailed (in-stream processing) to ensure it is delivered to the intended recipient the first time. NCOALink™ automatically corrects a customer database and statements have the correct address applied to them. Our fee for address correction is significantly less than the cost returned mail or standard postal mail forwarding.

If they choose, customers can also send us their entire client database (batch processing) periodically to clean records for all their client mailings. Either way, NCOALink™ saves time and money. We can even provide a report of all changed addresses each time patient data is processed.

## Pricing



**Assumptions:**

- Paper is 60# offset stock, full color front with a 1 color backer
- #10 Outgoing envelope is 24# white wove, double window envelope or single window envelope
- #9 Reply envelope is 24# white wove, single window envelope with security tint
- Electronic printing: Simplex or duplex, black only
- Inserts (if needed) are produced, cut, laser printed and inserted by Southwest Direct, Inc.
- Most statements are 1 to 2 pages with a maximum of 5 sheets
- Commitment to ship statements within 24 hours of file receipt

8 1/2 x 11 Statement	2,000 statements per month	Full Color
#10 Double Window Envelope		0.035
#9 Single Window Reply Envelope with security tint		0.015
8 1/2 x 11 custom printed form with perforation (1st page)		0.050
Letter shop (simplex or duplex imaging, folding, inserting)		0.050
Data processing, NCOA, CASS, DPV, LACs		0.015
<b>TOTAL</b>		<b>0.165</b>
8 1/2 x 11 monthly insert, printed, folded inserted with bills		0.095

**Postage:**

Bar-coded, presorted first class postage is a separate and additional cost. It is based on actual postage costs, which may vary depending on saturation. Presorted Postage can be estimated between \$0.378 and \$0.408 per piece. Additional postage needed to mail overweight or foreign statement will be billed the amount of excess. A postage invoice will be issued prior to the start of live production. Postage is due in full prior to each month's live processing.

**Data Communications/Programming Development:**

There is no charge for set up and implementation, programming or statement design work.

**Considerations:**

Southwest Direct can provide colored forms including logos, combine data streams for integrated delivery, archive bill images for retrieval, and solution-oriented development based on Polk City requirements. Customized pricing will need to be developed for Polk City projects that vary from the assumptions listed above.



## Summary

The **Southwest Direct** statement-processing program presented in this proposal is straightforward, cost-effective, and efficient – and offers you the flexibility to customize and personalize statements with a minimal start-up time.

**Southwest Direct** can provide you with more than basic statement services. We can provide a flexible, customized, one-stop, in-house, high-quality service that benefits both your organization and its statement recipients.

**Southwest Direct's** extensive experience in statement production enables us to offer you a customized and accurate statement and provides significant cost savings. Indeed, our goal is to be a true extension of your business office, providing value-added services throughout the entire invoicing process – from the production and mailing of your statements up to the moment you receive payment from your patients.

The next step in developing an outsourcing solution for Polk City is to conduct a comprehensive needs analysis to identify and outline Customer's requirements and the scope of the project.

For further information regarding Southwest Direct please contact:

Marty Bielecki  
President

Southwest Direct  
2129 Andrea Lane  
Fort Myers, FL 33912  
Phone: 800-968-5798 x 41  
Fax: 239-768-0408  
Cell: 239-247-4419  
[marty@swdirect.com](mailto:marty@swdirect.com)



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## References

Christine Cajuste City of Tamarac 10101 State St Tamarac, FL 33321	Volume: 19,000 per month Software: Sungard  954-597-3553
Jane Logan South Martin Regional Utility 9000 SE Athena St Hobe Sound, FL 33455	Volume: 9,000 per month Software:  772-546-2511 - Ext. 104
Kim Moskowitz City of Coral Springs 9551 West Sample Road Coral Springs, FL 33065	Volume: 12,000 per month Software:  954-344-1092
Jason Gordon Lee County Electric Coop 4980 Bayline Drive North Fort Myers, FL 33917	Volume: 235,000 per month Software: SPL  239- 656-2130
Bill Boyd City of Cape Coral PO Box 150027 Cape Coral, FL 33915	Volume: 60,000 per month Software: J.D. Edwards  239-242-3895
Cathy Sills City of Ocoee 150 North Lakeshore Drive Ocoee, FL 34761	Volume: 15,000 per month Software: ADG  407-905-3100
Jim Lang City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145	Volume: 10,000 per month Software: ADG  239-389-5190
Christle Christie City of St. Augustine 50 Bridge St St. Augustine, FL 32084	Volume: 15,000 per month Software: Black Mountain  904- 209-4244

**City Commission Meeting  
February 19, 2018**

**AGENDA ITEM #1: PUBLIC HEARING – ORDINANCE 2018-01**

     INFORMATION ONLY  
  X   ACTION REQUESTED

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**ISSUE:** The City Commission will consider Ordinance 2018-01 on second and final reading – Public Hearing

**ATTACHMENTS:** Ordinance 2018-01

**ANALYSIS:** An Ordinance proposing an amendment to the Charter of Polk City, Florida; providing the right, duty and obligation for the citizens of Polk City to hold a referendum as a required condition before buying or selling a water or wastewater utility; requiring sixty percent of those voting to vote in favor of buying or selling such a utility; repealing all ordinances in conflict herewith; providing for an election in which qualified electors of the city may vote for or against this charter amendment; providing for a ballot question; providing for public notice; providing for severability; providing for conflicts; providing an effective date.

This will be placed on the ballot on April 3, 2018, if approved by the City Commission on second and final reading.

**STAFF RECOMMENDATION:** Adopt Ordinance 2018-01 on second and final reading.

**ORDINANCE 2018-01**

**AN ORDINANCE PROPOSING AN AMENDMENT TO THE CHARTER OF POLK CITY, FLORIDA; PROVIDING THE RIGHT, DUTY, AND OBLIGATION FOR THE CITIZENS OF POLK CITY TO HOLD A REFERENDUM AS A REQUIRED CONDITION BEFORE BUYING OR SELLING A WATER OR WASTEWATER UTILITY; REQUIRING SIXTY PERCENT OF THOSE VOTING TO VOTE IN FAVOR OF BUYING OR SELLING SUCH A UTILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN ELECTION IN WHICH QUALIFIED ELECTORS OF THE CITY MAY VOTE FOR OR AGAINST THIS CHARTER AMENDMENT; PROVIDING FOR A BALLOT QUESTION; PROVIDING FOR PUBLIC NOTICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.**

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF POLK CITY, FLORIDA:**

**SECTION 1. SETTING OF CHARTER AMENDMENT REFERENDUM.** The City Council hereby calls for and orders the holding of a binding referendum for the qualified electors of the Polk City at the next municipal election date scheduled for Polk City to decide whether a majority of the electors participating approve to amend the Charter. All of the qualified electors residing in Polk City shall be entitled and permitted to vote in such referendum.

**SECTION 2. AMENDMENT TO §C-2 CREATING THE RIGHT, DUTY, AND OBLIGATION TO HOLD A REFERENDUM TO APPROVE ANY PROPOSED PURCHASE OR SALE OF A WATER OR WASTEWATER UTILITY PRIOR TO TRANSFER TO OR FROM THE CITY.** Article I, § C-2 of the Polk City Charter is hereby amended to read as follows:

**§ C-2. - City property; use; disposition.**

- A. Any real estate owned by Polk City may be leased for a term of up to ten (10) years upon authorization of a majority vote of four (4) of the five (5) ~~council~~ commission members.
- B. ~~Council~~ Commission may extend a duly approved lease by a simple majority vote for terms up to five (5) years with multiple extensions.
- C. Any real estate owned by Polk City may be sold after a licensed real estate appraiser has provided a certified appraisal of said property value and the authorization of sale is approved by a majority vote of four (4) of five (5) ~~council~~ commission members. Use of the property by the new owner must comply with all

City, county or state ordinances, codes or statutes and said use of the property must be a material part of the sales contract.

- D. After May 1, 2018, no water or wastewater utility system either owned by the City or to be acquired by the City may be bought, purchased, sold, leased, traded, or given away by the City unless such purchase, transfer, sale, lease, trade, or gift is first approved by a vote of at least sixty percent (60%) of the voters of Polk City and the ballot proposal to purchase, acquire, sell, lease, trade, or donate the said utility discloses to the voters the price, the material contract terms and conditions of the purchase, acquisition, sale, lease, trade, or gift, and all material financial and contractual impact to the city and its residents and property owners.:

**SECTION 3. PROPOSED BALLOT LANGUAGE.** The questions to be submitted to the electors shall appear on the ballot as follows:

<p><b>CHARTER AMENDMENT #1</b> <b>ARTICLE I, SECTION C-2</b></p> <p><b>CITIZEN RIGHT TO TRUTH IN CITY</b> <b>PURCHASES OR SALES OF WATER &amp; SEWER UTILITIES</b></p> <p><b>Before the City may buy, sell, lease, trade or give away a water or wastewater utility system after May 1, 2018, shall the City Charter also require that a referendum be approved by at least sixty percent of voters through a ballot that discloses to voters the sale price, major contract terms, and all resulting major impacts to city residents?</b></p> <p>Question – Shall the above-described amendment be adopted?</p> <p style="text-align: right;">YES for Approval            <input type="checkbox"/></p> <p style="text-align: right;">NO against Approval        <input type="checkbox"/></p> <p>[61 words]</p>
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**SECTION 4. PUBLIC NOTICE.** The City Manager/City Clerk, or designee, is hereby authorized and directed to provide public notice of the election in accordance with law.

**SECTION 5. SEVERABILITY.** If any portion or portions of this Ordinance are declared to be invalid, the remaining portions shall have the same force and effect as though such invalid portion or portions had not been included.

**SECTION 6. CONFLICT.** All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

**SECTION 7. EFFECTIVE DATE.** This Ordinance shall take effective in accordance with general law. The Charter amendments set forth in this Ordinance shall not take effect unless approved by a majority of the qualified electors of the City of Polk City voting in an election to be called and held for that purpose on the \_\_\_\_ day of \_\_\_\_\_, 2018.

**PASSED ON FIRST READING** this \_\_\_\_ day of \_\_\_\_\_, 2018.

**PASSED ON SECOND READING** this \_\_\_\_ day of \_\_\_\_\_, 2018.

**POLK CITY, FLORIDA**

\_\_\_\_\_  
Joe LaCascia, Mayor

ATTEST:

\_\_\_\_\_  
Patricia R. Jackson, City Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Thomas A. Cloud, Esquire  
City Attorney



**City Commission Meeting  
February 19, 2018**

**AGENDA ITEM #2: FIRE FLOW WATER SERVICE AGREEMENT – AUBURNDALE & FANTASY OF FLIGHT**

     INFORMATION ONLY  
  X   ACTION REQUESTED

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**ISSUE:** The City Commission will consider an Agreement for providing supplemental water service for fire protection to the Fantasy of Flight property north of Interstate 4.

**ATTACHMENTS:**

- 1) Triparty Fire Flow Water Service Agreement with Auburndale and Fantasy of Flight
  - o Exhibit A – Orlampa’s Consultant Engineer Letter – 03/08/2016
  - o Exhibit B – Auburndale & Polk City Consultant Engineer Letter – 05/20/2016
  - o Exhibit C – Construction Diagram

**ANALYSIS:** During building improvements at Fantasy of Flight in 2015, an assessment of the fire containment and suppression systems indicated that additional safeguards were warranted. Fantasy of Flight management contacted Polk City as the provider of potable water, and subsequently the City of Auburndale to determine the feasibility of providing supplemental (redundant) fire flow to the property.

If no additional connections were made to the utility supplies from Polk City and Auburndale whatsoever, the Fantasy of Flight suppression system would function using the elevated water tank on site as the sole supply to their fire pumps. The purpose of the redundant supply from Polk City and Auburndale would be to provide a water supply only in the event the tank was out of water or incapable of providing water at all.

The Polk City water system cannot currently provide all the fire flow volumes or pressures needed for the Fantasy of Flight improved fire system. Polk City is agreeable for Auburndale to extend a 12” water main for the purpose of meeting the supplemental fire flow. Several joint meetings between the cities, their consulting engineers and consultants for the property owner have resulted in the proposed Triparty Fire Flow Water Service Agreement.

Both Polk City and Auburndale gave approval to the Agreement in April 2017. Prior to the execution of the Agreement with Fantasy of Flight, two additional changes were suggested including deleting an unnecessary whereas clause (~~WHEREAS, these supplemental fire flows are not required by governmental regulation, nor are they necessary for Polk City to provide retail water services to Orlampa; and,)~~ and reducing the term of the Agreement from 30-years to 10 years. All parties have agreed to the two modifications.

The proposed Agreement was prepared by Polk City Attorney Tom Cloud and reviewed by the City Manager, City Attorney and Public Works Director. The consulting engineer, Chastain-Skillman, has also reviewed the Agreement as to the technical and engineering matters. The City Commission of Auburndale approved the Triparty Agreement at their Regular Meeting on February 5, 2018.

**STAFF RECOMMENDATION:** Approval of Agreement

## **TRIPARTY FIRE FLOW** **WATER SERVICE AGREEMENT**

**THIS AGREEMENT** is made and entered in this 19th day of February, 2018 by and among the CITY OF AUBURNDALE, FLORIDA, a municipal corporation created under the laws of the State of Florida, (hereafter "Auburndale"), POLK CITY, FLORIDA, a municipal corporation created under the laws of the State of Florida, (hereafter "Polk City"), and ORLAMPA, INC., a corporation created under and subject to the laws of the State of Florida (hereafter "Orlampa").

**WHEREAS**, Auburndale owns and operates a potable water system located in Polk County, Florida, hereinafter referred to as the "Auburndale Water System"; and,

**WHEREAS**, Polk City owns and operates a potable water system located in Polk County, Florida, hereinafter referred to as the "Polk City Water System"; and,

**WHEREAS**, Auburndale and Polk City previously established an emergency interconnect to Auburndale pursuant to the Emergency Water Service Agreement dated December 12, 2011 (the "Original Agreement"); and,

**WHEREAS**, an existing retail customer of Polk City, Orlampa, Inc., owns a tract of land described as Parcel No. 25-27-04-000000-011030 consisting of approximately 405 acres (hereafter the "Property"); and,

**WHEREAS**, Orlampa has constructed a development of the Property known as Fantasy of Flight, and the development and the Property lie within and are a part of the Polk City retail water service area. As such Polk City is, and will continue to be, the exclusive retail water service provider to Orlampa and Fantasy of Flight or any succeeding development on the Property; and,

**WHEREAS**, the purpose of this Agreement is to provide supplemental fire flow capacity to Orlampa for the property upon which Fantasy of Flight is constructed; and,

**WHEREAS**, Orlampa has requested a redundant fire suppression system for existing aircraft hangars; and,

**WHEREAS**, the Polk City water system cannot presently provide all of the fire flow volumes or pressures requested by Orlampa; and,

**WHEREAS**, Polk City is agreeable to permit Orlampa to obtain such supplemental fire flow from Auburndale subject to the terms and conditions set forth in this Agreement, including but not limited to Orlampa paying all costs associated therewith and so long as Polk City's Utility Service Area and customer base are unaffected; and,

**WHEREAS**, Auburndale acknowledges and agrees to these conditions and is willing to provide supplemental fire flow service directly to the Property without interfering with Polk City's continuing right to provide retail water services and fire flows to Orlampa, Fantasy of Flight, and the Property currently provided water service by Polk City.

**ACCORDINGLY**, in consideration of the above stated Recitals, mutual covenants, agreements, and promises contained herein, the parties hereby covenant and agree as follows:

**SECTION 1. RECITALS.** The above stated Recitals are true and correct, and form a material part of this Agreement.

**SECTION 2. SUPPLEMENTAL FIRE FLOW SERVICE.** Orlampa, a utility customer located within the Utility Service Area of Polk City, is constructing a redundant fire suppression system by means of a 12-inch diameter pipe to be installed by Orlampa to serve as a redundant supplemental source of fire flow. Polk City and Auburndale are entering into this interlocal agreement to allow Auburndale to enter Polk City's Utility Service Area for the specific and singular purpose of providing the requested supplemental fire flow service to Orlampa. The condition precedent to the use of this supplemental fire flow service is based upon a fire event of the magnitude described by Orlampa's consultant in a letter from March 8, 2016, a copy of which is attached to and incorporated in this Agreement as Exhibit "A." Because Orlampa's estimated maximum demand on the communities' combined water systems will require the systems to operate at the edge of their functional capacity, certain safety features must be incorporated into the design to protect the Polk City and Auburndale water systems. Orlampa agrees to fund at its expense the following construction and operational features of the cities' service so that this supplemental fire flow service can be provided. The conditions to service that will apply are set forth below and are based upon that letter from James R. Chastain, Jr., to Michael McCane attached to and incorporated in this Agreement as Exhibit "B."

(1) **Construction of New Water Main.** Orlampa agrees to design, permit, and construct a new 12-inch diameter water main that will be operated and maintained by Orlampa at its sole cost and expense. However, as a significant extension to the Auburndale system, Auburndale reserves the right to inspect the construction, operation and maintenance of the line and appurtenances, as well as to dictate and control the set points of the pressure sustaining valve ("PSV") connected to its system. Polk City likewise reserves the right to inspect the construction, operation and maintenance of the 12-inch diameter line, as well as to dictate and control the set points of the PSV connected to its system.

(2) Backflow Prevention. Orlampa shall confirm and certify in writing to the parties that the revised infrastructure does not allow for water to flow between the Polk City and Auburndale water systems through the Fantasy of Flight facility. Emergency protocols will include notifying the Polk City and Auburndale water utility departments in the event of a fire. Orlampa shall at its expense confirm and certify in writing to the parties that a backflow preventer and flow meter have been installed on the entrance line from Polk City and the entrance line from Auburndale.

(3) Pressure Sustaining Valve: Auburndale. Orlampa shall install at its sole expense a PSV on the Auburndale feed line. The specific location will be downstream of the Auburndale/Orlampa connection (near the Polk City PSV) and upstream of the backflow preventer. The pressure sustaining valve will be located above ground for ready inspection and servicing and adequate safeguards against tampering. The upstream setting of the PSV will be calculated to provide an adequate margin of safety to insure that line pressure within critical points of each city distribution system will not fall below 20 psig.

(4) Pressure Sustaining Valve: Polk City. Orlampa shall install at its sole cost and expense a PSV on the Polk City feed line. The specific location will be subject to review and approval by Polk City and shall be downstream of the Polk City/Orlampa connection and upstream of the backflow preventer. The pressure sustaining valve will be located above ground for ready inspection and servicing and adequate safeguards against tampering. The upstream setting of the PSV will be calculated to provide an adequate margin of safety to insure that line pressure within critical points of each city distribution system will not fall below 20 psig.

(5) Lockable Valves. If any bypasses are constructed around the flowmeter, backflow preventer, or PSV, a lockable, normally closed valve shall be installed by Orlampa at its expense in that bypass and only the Polk City and Auburndale utility departments shall have keys and the authority to actuate the bypass on their respective lines.

(6) Isolation Valves. Isolation valves (normally open) will be appropriately located and approved by Auburndale and Polk City, in accordance with the letter attached to and incorporated in this Agreement as Exhibit "A." Orlampa agrees and covenants that, as long as this Agreement is in effect, both Auburndale and Polk City will have the right to conduct reasonable inspections of the settings, condition and operation of all pressure sustaining valves, lockable valves and isolation valves installed under this Agreement.

(7) Metering. Subject to review and approval by Auburndale and Polk City and in accordance with the letter at Exhibit "A" hereof, Orlampa shall at its expense provide metering on the water supply lines for measurement of water usage.

(8) Construction Diagram. A diagram of the construction contemplated in this Agreement is attached to and incorporated into this Agreement as Exhibit "C."

**SECTION 3. EASEMENTS: ACCESS TO WATER PIPELINES AND METERS.** An access permission document shall be separately conveyed to each of Auburndale and Polk City

allowing for monitoring of the operation of the control valves located on each city's respective water lines. Executed documents shall be delivered to Polk City prior to connection to the Polk City system. Executed documents shall be delivered to the City of Auburndale prior to connection to the City of Auburndale system.

**SECTION 4. COVENANT NOT TO SERVE WITHIN POLK CITY'S UTILITY SERVICE AREA.** Auburndale has available water infrastructure in the area, but is not authorized to provide retail water service to or within Polk City's Utility Service Area absent the express consent of Polk City.

**SECTION 5. PAYMENT OF WATER USER CHARGES.** Auburndale and Polk City will provide potable water for emergency use by Orlampa as a supplemental fire flow source in accordance with standard billing policies, tariffs, and rate schedules. As long as water is used as contemplated by this Agreement for supplemental fire flows, then neither Auburndale nor Polk City shall charge to Orlampa a fixed charge and only volume charges shall apply.

**SECTION 6. NOT A PERMANENT SOURCE OF WATER SUPPLY.** This Agreement does not contemplate that Auburndale or Polk City as providing entity will be considered more than an emergency source for potable water service or supplemental potable water resource during an extreme fire protection occurrence to the Property. If, for some reason, the municipal entity is not in compliance with local, state, and/or federal regulations concerning potable water service, then that entity shall have the right, upon reasonable Notice (as that term is defined in Section 8 below) to Orlampa, to discontinue service to the Property for the duration of the time period of noncompliance with such aforesaid regulations.

**SECTION 7. INTENDED BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and their respective successors, appointees and assigns.

**SECTION 8. DEFAULT NOTICE; PROPER FORM.** In the event of a default by a party to this Agreement under the provisions herein, the party harmed by the breach or default shall have the right to require the other party(ies) to specifically perform the obligations or cease and desist from any act that constitutes the default or breach claimed, no sooner than thirty (30) days from the time of delivery of notice to the defaulting party. Any notice required or allowed to be delivered hereunder shall be in writing and deemed to be delivered when: (a) hand delivered to the official hereinafter designated; or (b) upon receipt of such notice when mailed by certified U.S. mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith ("Notice");

For Polk City:  
Polk City  
Attention City Manager

123 Broadway Blvd, SE  
Polk City, FL 33868  
(863) 984-1375

For Auburndale:  
City of Auburndale, Department of Public Utilities  
Attention Director of Water Utilities  
215 Main Street  
Auburndale, Florida 33823  
(863) 965-5511

For Orlampa:  
Orlampa, Inc.  
Attention Kermit Weeks  
P.O. Box 1276  
Polk City, FL 33868  
(863) 874-5402

**SECTION 9. TERM OF CONTRACT.** This Agreement shall be in effect for a period of ten (10) years beginning from the date the last of the three parties to this Agreement executes this Agreement. This Agreement may only be renewed if all three parties consent to renew or extend the Agreement.


**SECTION 10. APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and venue shall be in the Circuit Court in and for the Tenth Judicial Circuit, Polk County, Florida.

**SECTION 11. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement among the parties hereto and the same may not be amended or modified except in writing signed by all parties.

**SECTION 12. RECORDATION OF AGREEMENT; EFFECTIVE DATE.** This Agreement shall become effective, after being properly executed by the parties, when filed in the Office of the Clerk of the Circuit Court of Polk County, and recorded in the Public Records of Polk County, Florida. Auburndale shall be responsible for filing and recording the Agreement with the Clerk.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized representatives as of the date first written above.

CITY OF AUBURNDALE, FLORIDA

By:   
TIM POSPICHAL  
Mayor

Attest:   
SHIRLEY LOWRANCE  
City Clerk

APPROVED AS TO FORM  
AND CORRECTNESS:

  
V. PATTON KEE, Esq  
City Attorney

POLK CITY, FLORIDA


By: \_\_\_\_\_  
JOE LACASCIA  
Mayor

Attest: \_\_\_\_\_  
PATRICIA JACKSON  
City Clerk

APPROVED AS TO FORM  
AND CORRECTNESS:

\_\_\_\_\_  
THOMAS A. CLOUD, Esq.  
City Attorney

ORLAMPA, INC.

By:   
Kermit Weeks  
President



"Exhibit A"  
Triparty Fire Flow Water Service  
Agreement

3-8-16

Chastain Skillman  
Dr. Jim Chastain  
4705 Old Highway 37  
Lakeland, Florida 33807

Re: Fantasy of Flight

Jim,

Our main goal is to provide an equitable and reliable back up fire protection solution to the Fantasy of Flight facility. The primary water supply is the elevated water storage tank that can provide a reliable water source at 50 PSI to protect the largest hazard per NFPA. This tank was recently outfitted with an automatic means of maintaining a full water level along with a secondary quick fill line in case there was an event that would deplete the storage capacity. Our original design consisted of bringing in an automatic 12 inch pipe from adjacent to the Polk City /Auburndale interconnect supplementing the existing Polk City supply. I have included a drawing for reference to our design. We have included adding an AWWA service valve and roadside box at the point of connection to the Auburndale supply and a pressure-sustaining control valve at the FoF backflow preventer on the Polk City supply to limit any exposure to the city supplies. We have not envisioned updating the manually operated interconnect as a viable solution to meet our needs as we must have a fully automatic means of supplementing the fire water source.

The initial line of defense is early warning detection by UVIR and Signafire Smoke/Flame cameras which are cross zoned to automatically release the 6 Hi-Expansion Foam Generators which operate 195 gpm at 50 PSI each for a total flow of 1,170 gpm. The fire department is automatically called during the first alarm to initiate dispatching a fire truck which will be onsite in less than 10 minutes. Activation of both detection types are required prior to releasing the foam system, a manual means is also provided to release the foam. This should be the only fire water supply ever needed for a fire event. In the event the generators do not function or fail to suppress the fire and the overhead sprinklers are called upon, a .17 gpm over a 15,000 square foot area is calculated to provide 2,550 gpm per the minimum requirements of NFPA, along with a 120 gpm inside hose allowance and a 500 gpm outside (pumper truck) hose allowance giving us a total flow of 4,340 gpm. Our engineers have run hydraulic calculations on the existing piping, system configuration and pressure buildup developed as the 100 plus sprinkler heads over the 15,000 sq ft area are activated. The actual sprinkler demand is closer to 3,533gpm should this occur. This calls for a maximum flow rate for the largest hazard of 5,323 gpm in a worst case scenario with all water sources utilized.

The fire pumps are set up and required to run automatically for testing purposes to assure they are in running order when needed. The electric pumps are set to run monthly for 10 minutes each. The diesel will run weekly for 30 minutes. The routine tests are performed in a no flow situation, there are no outlets open during these run times and the water recirculates in the piping header. Water flow from the discharge of the heat exchanger during the weekly diesel test at about 50 gpm to keep the engine cool will initially pull water from each source for a total of 1,500 gallon per week. During the annual flow test we make sure the pumps are providing the output they are rated for. This test has us operating all pumps in a no flow situation for 30 minutes and then we run each pump in a full open mode for 10 minutes each at a volume of up to 3,000 gpm each. We can isolate the city supplies by turning off the OS&Y valves during this test, however if all are left open, the pump will receive the water from the source with the highest supply pressure which in almost all cases after initial start up is the elevated water storage tank which has a

1 | Page





static pressure over 65 and a residual over 50 as long as there is water in the tank. Once the annual testing is completed (usage of 60,000-90,000 gallons estimated) the auto fill 2" pipe will replace the used water with new chlorinated water. The two city supplies are mainly used for filling the elevated water tank and a combined effort of both would be required as a backup during the times maintenance is being done on the elevated water storage tank. Should there ever be an event that would require a quick fill of the tank, a 6" pipe has been installed that must be manually opened to refill the tank. This will be exercised after the annual fire test to make sure it is functional in case it is ever needed but the auto fill will complete the fill to make sure it is functional as well. There will be a backflow preventer, OS&Y valve and meter on the Auburndale supply at the FoF entrance just as there is on the Polk City supply.

This 12" pipe will be supplied, installed and maintained by Fantasy of Flight on property owned by Kermit Weeks and his associated entities for the sole purpose of fire protection.

I am available to meet with your team to clarify any concerns or you may contact me at 407-670-4263 anytime.

Regards,

Michael A McCane  
Orr Protection Systems  
Sr. Account Manager  
[Mmccane@orrprotection.com](mailto:Mmccane@orrprotection.com)  
407-670-4263



Michael A. McCane  
Sr. Account Manager  
Orr Protection Systems  
2804 Broadway Center Blvd  
Brandon, Florida 33510

REPLY TO:

Lakeland

Re: Summary of Fire Flow Service Conditions for Fantasy of Flight  
Polk City Water System/Auburndale Water System  
CSI File No: 9185.20

Dear Mike:

I think that we are nearing the final phase of developing a strategy to provide meaningful supplemental fire flow capacity requirements to Fantasy of Flight (FoF). It has not been without difficulty for both technical and institutional reasons. It is clear that the FoF facilities lie within the Polk City service area. As such Polk City is, and will continue to be, your water service provider. However, the Polk City water system is clearly not capable of providing the fire flow volumes or pressures that you have requested. The City of Auburndale has more substantial water infrastructure in the area, but is not authorized to service FoF. In an effort to develop a solution to assist FoF, Polk City and the City of Auburndale are negotiating an interlocal agreement to allow Auburndale to enter the Polk City service area for the specific and singular purpose of providing the requested fire flow service to FoF. I think that speaks to the lengths to which the communities are willing to cooperate to accommodate FoF.

As I mentioned in a previous email, using a recent update to the Auburndale water distribution system hydraulic model, Chastain-Skillman, Inc. (CSI) was able to simulate the effects of the combined system to a fire event of the magnitude you described in your March 8, 2016 letter. In that you stated that while internal suppression systems should manage fire events, but if a complete failure of those systems occurred, then a fire flow demand of 5323 gpm at 50 psig for a 1-hour duration would be your computed maximum demand on the communities' water systems. While our computer simulation indicates that, given certain assumptions, the combined systems can produce up to 5000 gpm at 50 psig for 1-hour, it will require the systems to operate at the edge of their functional capacity. Therefore, as we've discussed, certain safety features will need to be incorporated into your design to protect the Polk City and Auburndale water systems while they attempt to protect the FoF facilities. In what follows, I've tried to summarize past communications and to confirm and clarify the construction or operational features of the cities' service to FoF.

#### General Considerations

- FoF to confirm that the revised infrastructure does not allow for water to flow between the Polk City and Auburndale water systems through the FoF facility. In other words the independent integrity of each system will be preserved without backflow or crossconnection.
- The onsite FoF elevated storage tank is required to be full to be theoretically capable of providing the FoF fire flow requirement. To the extent that the tank is partially full or empty, the duration, flow and pressure of fire flow volumes will be reduced. If the FoF tank is offline (say for maintenance) the combined Polk City and Auburndale water supplies cannot meet the requested fire flow demand.

- Emergency protocols will include notifying the Polk City and Auburndale water utility departments in the event of a fire.

#### **Polk City Systems Protection and Conditions of Service**

- FoF to confirm that an approved backflow preventer and flow meter shall be installed on the entrance lines from Polk City.
- A Pressure Sustaining Valve (PSV) will be required on the Polk City feed line. The specific location will be downstream of the Polk City/FoF connection and upstream of the backflow preventer.
  - The pressure sustaining valve will be located above ground for ready inspection and servicing and adequate safeguards against tampering
  - The upstream setting of each PSV will be calculated to provide an adequate margin of safety to insure that line pressure within critical points of each city distribution system will not fall below 20 psig. This probably means that the upstream pressure setting will be on the order of 25-30 psig.
  - Note head losses through the PSVs have not been considered in the computer simulations so there will be a nominal reduction in pressure through those units.
- Polk City reserves the right to inspect the construction, operation and maintenance of the line as well as to dictate and control the setpoints of PSV connected to its system.
  - A dedicated easement, right-of-way or other access permission document shall be conveyed to the City to monitor the operation of the control valves. Executed documents shall be delivered to the Polk City prior to connection to the Polk City system.
- If any bypasses are constructed around the flowmeter, backflow preventer or PSV, a lockable normally closed valve shall be installed in that bypass and only the City Utility department for the respective lines shall have keys and authority to actuate the bypass.
- Provide a City-approved meter on the water supply line for measurement of water usage.

#### **Auburndale Systems Protection and Conditions of Service**

- FoF to confirm that an approved backflow preventer and flowmeter shall be installed on the entrance lines from Auburndale.
- A pressure sustaining valve will be required on the Auburndale feed line. The specific location will be downstream of the Auburndale/FoF connection (near the Polk City PSV) and upstream of the backflow preventer.
  - The pressure sustaining valve will be located above ground for ready inspection and servicing and adequate safeguards against tampering
  - The upstream setting of each PSV will be calculated to provide an adequate margin of safety to insure that line pressure within critical points of each city distribution system will not fall below 20 psig. This probably means that the upstream pressure setting will be on the order of 25-30 psig.
  - Note head losses through the PSVs have not been considered in the computer simulations so there will be a nominal reduction in pressure through those units.
- The fire flow response was modeled with the Auburndale elevated storage tank being greater than 75% full. Auburndale does not warrant that the tank will always be maintained at that

level given seasonal/diurnal cycles. If the tank is less than 75% full the magnitude and duration of the flow could be affected.

- The more that Auburndale tries to keep the tank at high levels, the more likely that taste, odor, chlorine residual maintenance, bacterial regrowth and other operational issues will occur. FoF will cooperate with Auburndale in developing a flushing program. This might occur during testing periods for the fire suppression system.
- The new 12-in diameter water main will be constructed, operated and maintained by FoF. However, as a significant extension to the Auburndale system, the City reserves the right to inspect the construction, operation and maintenance of the line and appurtenances, as well as to dictate and control the setpoints of the PSV connected to its system.
  - A dedicated easement, right-of-way or other access permission document shall be conveyed to the City to monitor the operation of the control valves. Executed documents shall be delivered to the City of Auburndale prior to connection to the City of Auburndale system.
- If any bypasses are constructed around the flowmeter, backflow preventer or PSV, a lockable normally closed valve shall be installed in that bypass and only the City Utility department for the respective lines shall have keys and authority to actuate the bypass.
- Isolation valves (normally open) will be appropriately located and approved by the City. Most likely they will be located downstream of the FoF connection to the Auburndale system and at the branch between FoF and the FDOT Rest Area, such that a line break at FoF does not interrupt service to the Rest Area.

I believe most of these comments have been presented in one form or another in the past, but I've tried to clarify them in a little greater detail for better understanding of the implications. The criteria for an easement or access agreement is new, because I can't tell where the valves will be located (on FoF property or public R/W). The Utilities will want to have the right to inspect the settings, condition and operation of the units.

I believe this summarizes the comments that I have received from the Polk City and Auburndale Utilities Departments. If you have questions or need further clarifications, please don't hesitate to contact me.

Regards,



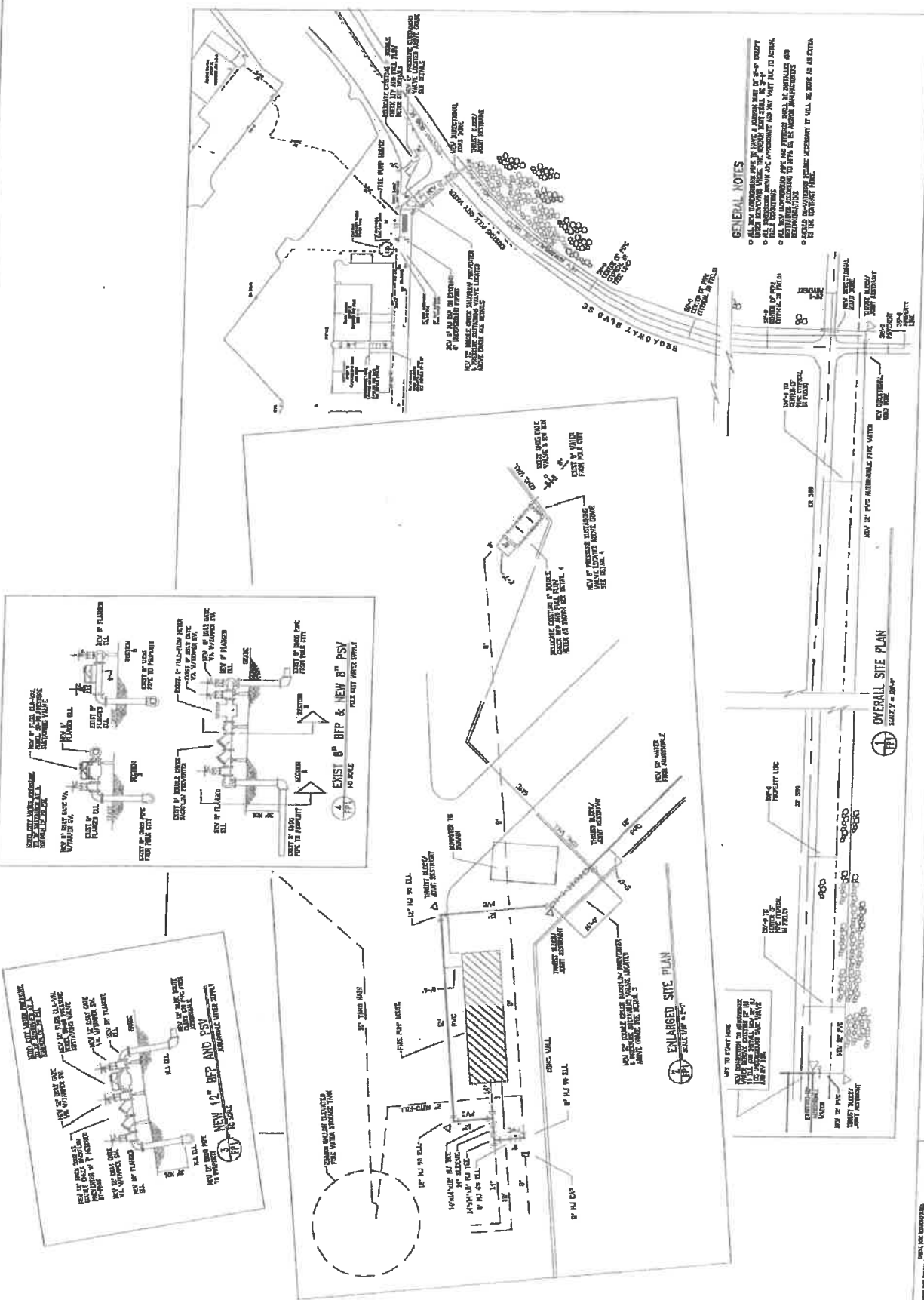
James R. Chastain, Jr. PhD, PE, MPH

Senior Consultant  
Chastain-Skillman, Inc.

CC: Ms. Patricia Jackson, Polk City -City Manager  
Mr. John Dickson, Auburndale- Utilities Director

# "Exhibit C" Triparty Fire Flow Water Service Agreement

	BRANCH OFFICE LOCATION PROJECT NO. 2010703 SHEET NO. 1 DATE: 08/11/10	PROJECT: FANTASY OF FLIGHT AND TRAMWAY LOCATION: POLK CITY, FL 32808 CLIENT: POLK COUNTY DESIGNER: WIGINTON CONTRACT NO. 2010703	WIGINTON 1111 W. UNIVERSITY AVENUE SUITE 100 GAITHERSBURG, MD 20878 TEL: 301-251-1100 FAX: 301-251-1101 WWW.WIGINTON.COM	ENLARGED SITE PLAN SCALE: 1" = 40'
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NO.	DESCRIPTION	DATE	BY	CHECKED
1	ISSUE FOR PERMITS	08/11/10	JL	MS
2	ISSUE FOR CONSTRUCTION	08/11/10	JL	MS
3	ISSUE FOR AS-BUILT	08/11/10	JL	MS

**NOTES:**

IF IN THE RESPONSIBILITY OF THE PROPERTY OWNER TO PROVIDE THE REQUIRED UTILITY INFORMATION TO THE ENGINEER, THE ENGINEER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION PROVIDED TO THE ENGINEER. THE ENGINEER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION PROVIDED TO THE ENGINEER. THE ENGINEER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION PROVIDED TO THE ENGINEER.

**City Commission Meeting  
February 19, 2018**

**AGENDA ITEM #3:**            **DEPARTMENT OF ECONOMIC OPPORTUNITY – COMPETITIVE  
FLORIDA PARTNERSHIP TECHNICAL ASSISTANCE GRANT  
AGREEMENT**

     INFORMATION ONLY  
  X   ACTION REQUESTED

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**ISSUE:**                    DEO – Competitive Florida Partnership Technical Assistance Grant Agreement

**ATTACHMENTS:**    Agreement with Attachments

**ANALYSIS:** Polk City has received a Competitive Florida Partnership Technical Assistance Grant in the amount of \$36,000. This Competitive Florida Partnership Technical Assistance Grant is to provide direct and/or indirect technical assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities, while protecting the functions of important State resources and facilities.

Polk City will implement strategies developed during the first year of the Competitive Florida strategic economic development planning process. These activities include the following: Facilitate public participation efforts to undertake outreach and engagement with residents, take a comprehensive inventory of its assets, and draft an action-oriented economic development strategy. The purpose of this project is to enable Polk City to perform an inclusive strategic economic development exercise that utilizes an asset based approach.

To carry this out, Polk City will use the services of Central Florida Regional Planning Council to assist in this endeavor, which will require the City to enter to contract them. The Project includes the following deliverables:

- 1) Stakeholder Engagement Strategy
- 2) Competitive Florida Kick-off Meeting (Held in November 2018)
- 3) Community Conversations
- 4) Community Asset Inventory
- 5) Asset Mapping Exercise
- 6) Draft Economic Development Strategy
- 7) Final Economic Development Strategy

All work must be completed by June 30, 2018. Please see attached memo from CFRPC.

**STAFF RECOMMENDATION:**    Commission to approve the Competitive Florida Partnership Technical Assistance Grant Agreement.

**To:** Polk City Commission  
**Date:** February 19, 2018  
**Subject:** Award of DEO Competitive Florida Partnership Grant

### **Background**

- The Florida Department of Economic Opportunity (DEO) has awarded Polk City \$36,000.00 to implement strategies developed during the first year (FY 16-17) of the Competitive Florida strategic economic development planning process including: Facilitation of public participation efforts to undertake outreach and engagement with residents; a comprehensive inventory of assets and opportunities; and draft an action-oriented economic development strategy.
- The project Deliverables include:
  - Stakeholder Engagement Strategy.
  - Competitive Florida Kick-Off Meeting (Held in November 2018).
  - Community Conversations.
  - Community Asset Inventory.
  - Asset Mapping Exercise.
  - Draft Economic Development Strategy.
  - Final Economic Development Strategy.
- All work must be completed by June 30, 2018.
- Attached please find the Funding Program Agreement between the Department of Economic Opportunity and Polk City. This agreement is required to be executed by the City in order to proceed with the grant work and receive the grant funding.
- The Central Florida Regional Planning Council (CFRPC) has provided the attached Planning Advisory Services Agreement to allow for the CFRPC to work with the City to complete the Scope of Work provided in the DEO Grant on pages 23 to 29.
- The grant is cost reimbursable.

### **Agenda Item Attachments**

- Grant Agreement with the State of Florida Department of Economic Opportunity (Action Item)
- Planning Advisory Services Agreement with the Central Florida Regional Planning Council (Action Item)

**GRANT AGREEMENT  
STATE OF FLORIDA  
DEPARTMENT OF ECONOMIC OPPORTUNITY**

**THIS GRANT AGREEMENT** (“Agreement”) is made and entered into by and between the State of Florida, Department of Economic Opportunity (“DEO”), and **Polk City, Florida** (“Grantee”). DEO and Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

**I. GRANTEE AGREES:**

**A. Performance Requirements:**

Grantee shall perform the services specified herein in accordance with the terms and conditions of this Agreement and all of its attachments and/or exhibits, which are incorporated by reference herein.

**B. Type of Agreement:**

This Agreement is a **cost reimbursement** agreement.

**C. Agreement Period:**

The term of this Agreement begins on September 1, 2017, and shall end on June 30, 2018. DEO shall not be obligated to pay for costs incurred by Grantee related to this Agreement prior to its beginning date or after its ending date. Grantee acknowledges that while no extension of this Agreement is contemplated, if an extension is necessary due to events beyond the control of Grantee, any consideration of an extension will be subject to the availability of funds and further conditioned upon Grantee’s satisfactory performance of all duties and obligations hereunder, as determined by DEO at DEO’s sole and absolute discretion.

**D. Agreement Payment:**

DEO shall pay to Grantee up to **thirty-six thousand dollars and zero cents (\$36,000.00)** in consideration for Grantee’s provision of services as set forth by the terms and conditions of this Agreement. In accordance with 287.0582, F.S., the State of Florida and DEO’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. DEO shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an “annual appropriation” of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on DEO or the State. DEO agrees to notify Grantee in writing at the earliest possible time if funds are not appropriated or available. The cost for services rendered under any other Agreement or to be paid from any other source is not eligible for reimbursement under this Agreement.

**E. Requirements of paragraphs (a) – (i) of subsection 287.058(1), Florida Statutes (F.S.):**

1. Grantee shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.



2. If travel expenses are authorized, Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with section 112.061, F.S.
3. Grantee shall allow public access to all documents, papers, letters or other materials made or received by Grantee in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. It is expressly understood that DEO may unilaterally cancel this Agreement for Grantee's refusal to comply with this provision.
4. Grantee shall perform all tasks contained in Attachment 1, Scope of Work, attached hereto and incorporated herein.
5. DEO shall not pay Grantee until DEO: (1) determines satisfactory completion of each Deliverable described in the Scope of Work in accordance with the "Minimum Level of Service" or "Performance Measures"; and (2) gives Grantee written notice of same.
6. Grantee shall comply with the criteria and final date by which such criteria must be met for completion of this Agreement.
7. **Renewal:** This Agreement may not be renewed.
8. If Grantee fails to perform in accordance with the Agreement, DEO shall apply the financial consequences specified in Attachment 1, Scope of Work, attached hereto and incorporated herein.
9. Unless otherwise agreed upon in a separate writing, Grantee shall own all intellectual property rights preexisting the starting date of this Agreement, and the State of Florida through DEO shall own all intellectual property rights Grantee or Grantee's agent or contractor created or otherwise developed in performance of this Agreement after the starting date of this Agreement; provided, further, that proceeds derived from the sale, licensing, marketing, or other authorization related to any such state-owned intellectual property right shall be handled in the manner specified by applicable state statute.

**F. Governing Laws of the State of Florida:**

1. Grantee agrees that this Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of the Agreement. Without limiting the provisions of Section II.D., Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state court in Leon County, Florida; in any such action, the Parties waive any right to jury trial. For avoidance of doubt, should any term of this Agreement conflict with any applicable law, rule, or regulation, the law, rule, or regulation shall control over the provisions of this Agreement.
2. If applicable, Grantee agrees that it is in compliance with the rules for e-procurement as directed by Rule 60A-1.030, F.A.C., and that it will maintain eligibility for this Agreement through the MyFloridaMarketplace.com system.

3. DEO shall ensure compliance with section 11.062, F.S., and section 216.347, F.S. Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of DEO'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 this Agreement. Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements.
4. Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Grantee's compliance with the terms of this or any other agreement between Grantee and the State which results in the suspension or debarment of Grantee. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment. Grantee understands and will comply with the requirements of subsection 20.055(5), F.S., including but not necessarily limited to, the duty of Grantee and any of Grantee's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, F.S.
5. **Public Entity Crime:** Pursuant to section 287.133(2)(a), F.S., 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 an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement 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 an agreement 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 thirty-six (36) months from the date of being placed on the convicted vendor list.
6. **Advertising:** Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

**7. Disclosure of Sponsorship:** As required by section 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.

**8. Mandatory Disclosure Requirements:**

- a. Conflict of Interest:** This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in Grantee or its affiliates.
- b. Vendors on Scrutinized Companies Lists:** If this Agreement is in the amount of \$1 million or more, in executing this Agreement, Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S., or (4) engaged in business operations in Cuba or Syria.
- 1) Pursuant to s. 287.135(5), F.S., DEO may immediately terminate this Agreement for cause if Grantee is found to have submitted a false certification as to the above or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement..
  - 2) If DEO determines that Grantee has submitted a false certification, DEO will provide written notice to Grantee. Unless Grantee demonstrates in writing, within ninety (90) days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against Grantee. If DEO's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on Grantee, and Grantee will be ineligible to bid on any Agreement with an agency or local governmental entity for three (3) years after the date of DEO's determination of false certification by the Grantee.
  - 3) In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.
- c. Discriminatory Vendors:** Grantee shall disclose to DEO if it or any its affiliates, as defined by section 287.134(1)(a), F.S., appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S. may not:

- 1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity;
- 2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work;
- 3) submit bids, proposals, or replies on leases of real property to a public entity;
- 4) be awarded or perform work as a contractor, subcontractor, Grantee, supplier, sub-Grantee, or consultant under a contract or agreement with any public entity; or
- 5) transact business with any public entity.

**9. [Intentionally Omitted.]**

**10. Information Release:**

- a. Grantee shall keep and maintain public records required by DEO to perform Grantee's responsibilities hereunder. Grantee shall, upon request from DEO's public records coordinator, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to DEO all public records in possession of Grantee or keep and maintain public records required by DEO to perform the service. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from the DEO's public records coordinator, in a format that is compatible with the information technology systems of DEO.
- b. If DEO does not possess a record requested through a public records request, DEO shall notify the Grantee of the request as soon as practicable, and Grantee must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If Grantee does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Grantee who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.
- c. DEO does not endorse any Grantee, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of DEO. Grantee is prohibited from using Agreement information, sales values/volumes and/or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.
- d. Grantee acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Grantee submits to DEO under this Agreement may constitute public records under Florida Statutes. Grantee shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.

- e. If Grantee submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Grantee prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as Grantee's waiver of a claim of exemption. Grantee shall 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 Agreement term and following completion of the Agreement if the Grantee does not transfer the records to DEO upon termination of the Agreement.
- f. Grantee shall allow public access to all records made or received by Grantee in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by Grantee in conjunction with this Agreement, Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.
- g. In addition to Grantee's responsibility to directly respond to each request it receives for records made or received by Grantee in conjunction with this Agreement and to provide the applicable public records in response to such request, Grantee shall notify DEO of the receipt and content of such request by sending an e-mail to [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com) within one (1) business day from receipt of such request.
- h. Grantee shall notify DEO verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in Grantee's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Grantee shall cooperate with DEO in taking all steps as DEO deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.
- i. **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS COORDINATOR by telephone at 850-245-7140, via e-mail at [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com), or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

**11. Funding Requirements of Section 215.971(1), F.S.:**

- a. Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. 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 ([http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/)).

- b. Grantee shall refund to DEO any balance of unobligated funds which has been advanced or paid to Grantee.
- c. Grantee shall refund to DEO all funds paid in excess of the amount to which Grantee or its subcontractors are entitled under the terms and conditions of the Agreement.

**G. Grantee Payments:**

1. Grantee will provide DEO's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:
  - a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by DEO.
  - b. Invoices must contain the Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, the deliverable for which payment is sought, a statement that the deliverable has been completed, and the invoice period. DEO or the State may require any additional information from Grantee that DEO or the State deems necessary to process an invoice.
  - c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.
2. At DEO's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Grantee supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to DEO's Agreement Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.
3. Payment shall be made in accordance with section 215.422, F.S., Rule 69I-24, F.A.C., and section 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services unless the Scope of Work specifies otherwise. DEO has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to DEO. DEO is responsible for all payments under the Agreement.
4. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to section 215.422(3)(b), F.S., this

same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:

<http://www.myfloridacfo.com/aadir/interest.htm>

**H. Final Invoice:**

Grantee shall submit the final invoice for payment to DEO no later than **60** calendar days after the Agreement ends or is terminated. If Grantee fails to do so, DEO, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

**I. Return or Recoupment of Funds:**

1. Grantee shall refund to DEO any overpayments due to unearned or disallowed funds under this Agreement as follows: (a) when Grantee or its independent auditor discovers that an overpayment, Grantee shall automatically repay to DEO such overpayment no later than 40 calendar days after each such overpayment; or (b) when DEO first discovers an overpayment, DEO shall notify Grantee in writing, and Grantee shall repay to DEO each such overpayment no later than 40 calendar days after receiving DEO's notification. Refunds should be sent to DEO's Agreement Manager, and made payable to the "Department of Economic Opportunity." Should repayment not be made in a timely manner, DEO shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning 40 calendar days after the date of notification or discovery. Refunds should be sent to DEO's Agreement Manager, and made payable to the "Department of Economic Opportunity."
2. If authorized and approved, Grantee may be provided an advance as part of this Agreement.
3. Notwithstanding the damages limitations of Section II.F., if Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to DEO or the State of Florida, DEO can recoup that cost or loss from monies owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity. In the event that the discovery of this cost or loss arises when no monies are available under this Agreement or any other Agreement between Grantee and any State entity, Grantee will repay such cost or loss in full to DEO within thirty (30) days of the date of notice of the amount owed, unless DEO agrees, in writing, to an alternative timeframe.

**J. Vendor Ombudsman:**

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

**K. Audits and Records:**

1. Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government

Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

2. Grantee shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.
3. Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 2, Audit Requirements; and, if an audit is required thereunder, Grantee shall disclose all related party transactions to the auditor.
4. Grantee shall retain all Grantee records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements. Grantee shall cooperate with DEO to facilitate the duplication and transfer of such records or documents upon request of DEO.
5. Grantee shall include the aforementioned audit and record keeping requirements in all approved subgrantee subcontracts and assignments.
6. Within sixty (60) days of the close of Grantee's fiscal year, on an annual basis, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com). Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and Grantee.
7. Grantee shall (i) maintain all funds provided under this Agreement in a separate bank account, or (ii) Grantee's accounting system shall have sufficient internal controls to separately track the funds from this Agreement. There shall be no commingling of funds provided under this Agreement, with any other funds, projects, or programs. DEO may, in its sole discretion, disallow costs that result from purchases made with commingled funds.

**L. Employment Eligibility Verification:**

1. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require Grantee to:
  - a. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Grantee during the Agreement term; and,
  - b. Include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.



2. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

3. If Grantee does not have an E-Verify MOU in effect, Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

**M. Duty of Continuing Disclosure of Legal Proceedings:** (NOTE: If Grantee is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., the provisions of this section are not applicable)

1. Prior to execution of this Agreement, Grantee must disclose all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (Proceedings) involving Grantee (and each subcontractor) in a written statement to DEO's Agreement Manager. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence.
2. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.
3. Grantee shall promptly notify DEO's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern that the Grantee's ability or willingness to perform the Agreement is jeopardized, Grantee shall be required to provide DEO's Agreement Manager all reasonable assurances requested by DEO to demonstrate that:
  - a. Grantee will be able to perform the Agreement in accordance with its terms and conditions; and,
  - b. Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceeding.

**N. Assignments and Subcontracts:**

1. Grantee shall not assign the responsibility for this Agreement to another party nor subcontract for any of the work contemplated under this Agreement, or amend any such assignment or subcontract, without prior written approval of DEO. Any sublicense, assignment, or transfer occurring without the prior approval of DEO, shall be null and void.

2. Grantee shall be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If DEO permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, Grantee shall formalize all such subcontracts in documents containing all provisions appropriate and necessary to ensure subcontractor's compliance with this Agreement and applicable state and federal law. Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under each subcontract. In the event the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. Grantee, at its expense, will defend DEO against all subcontractors' claims of expenses or liabilities incurred under subcontracts.
3. Grantee shall only use properly trained technicians who meet or exceed any specified training qualifications as employees, subcontractors, or agents performing work under the Agreement. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee's employees, subcontractors, or agents performing work under the Agreement shall comply with all DEO security and administrative requirements detailed herein. DEO may conduct, and Grantee shall cooperate with all security background checks or other assessments of Grantee's employees, subcontractors, or agents. DEO may refuse access to or require replacement of any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to: technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or administrative requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. For cause, DEO may reject and bar any of Grantee's employees, subcontractors, or agents from any facility.
4. Upon prior written notice of same to Grantee, Grantee shall not object to any of the State of Florida's assignment or transfer of its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida. This Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.
5. In accordance with s. 287.0585, F.S., and unless otherwise agreed upon in writing between Grantee and subcontractor, Grantee shall pay each subcontractor within 7 working days of receiving DEO's full or partial payments. Grantee's failure to comply with the immediately preceding sentence shall result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15% of the outstanding balance due.
6. Grantee shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to DEO's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. DEO's Minority Coordinator at (850) 245-7260 will assist with questions and answers.

7. DEO shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in DEO's judgment, are insufficient.

**O. [Intentionally Omitted.]**

**P. Nonexpendable Property:**

1. For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of \$1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25 or more; and hardback-covered bound books, with a value or cost of \$250 or more).
2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement for these services without the written permission of and in accordance with instructions from DEO.
4. Immediately upon discovery, Grantee shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.
5. Grantee shall be responsible for the correct use of all nonexpendable property furnished under this Agreement.
6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget.
7. Title (ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in DEO and said property shall be transferred to DEO upon completion or termination of the Agreement unless otherwise authorized in writing by DEO.

**Q. Requirements Applicable to the Purchase of or Improvements to Real Property:**

Pursuant to section 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, such funds are contingent upon Grantee granting to DEO a security interest in the property in the amount of the funding provided by this Agreement

for the purchase of or improvements to the real property for five (5) years from the date of purchase or the completion of the improvements or as further required by law.

**R. Information Resource Acquisition:**

Grantee shall obtain prior written approval from the appropriate DEO approving authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact DEO's electronic information technology equipment or software, as both terms are defined in DEO Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the DEO Agreement Manager listed herein in writing for the contact information of the appropriate DEO authority for any such ITR purchase approval.

**S. Insurance:**

During the Agreement, including the initial Agreement term, renewal(s), and extensions, Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

Upon execution of this Agreement, Grantee shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Agreement, Grantee shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, Grantee shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage. The insurance certificate must name DEO as an additional insured and identify DEO's Agreement Number. Copies of new insurance certificates must be provided to DEO's Agreement Manager with each insurance renewal.

DEO shall not pay for any insurance policy deductible. The payment of each such deductible shall be Grantee's sole responsibility. Grantee shall obtain the following types of insurance policies:

**1. Grantee's Commercial General Liability Insurance:**

Unless Grantee is a state agency or subdivision as defined by section 768.28(2), F.S., Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

**2. Workers' Compensation and Employer's Liability Insurance:**

Grantee, at all times during the Agreement, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Agreement, which, as a minimum, shall be: workers' compensation and employer's

liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

**3. Other Insurance:**

During the Agreement term, Grantee shall maintain any other insurance as required in Attachment 1, Scope of Work.

**T. Confidentiality and Safeguarding Information:**

1. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.
2. Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.
3. Except as necessary to fulfill the terms of this Agreement and with the permission of DEO, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.
4. Grantee agrees not to use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.
5. If Grantee has access to either DEO's network or any DEO applications, or both, in order to fulfill Grantee's obligations under this Agreement, Grantee agrees to abide by all applicable DEO Information Technology Security procedures and policies. Grantee (including its employees, sub-contractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.
6. Grantee shall immediately notify DEO in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of DEO's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to DEO any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Grantee's possession or electronic interference with DEO operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to DEO not more than seven business days after

Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as DEO's Information Security Manager requests.

7. In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, but only after receipt of DEO's approval of the contents of the notice. "Breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of the Grantee is not a breach, provided the information is not used for a purpose unrelated to the Grantee's obligations under this Agreement or is not subject to further unauthorized use.

**U. Warranty of Ability to Perform:**

Grantee warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Grantee's ability to satisfy its Agreement obligations. Grantee warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133, F.S., or on any similar list maintained by any other state or the federal government. Grantee shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

**V. Patents, Copyrights, and Royalties:**

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of DEO to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by the Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by the Grantee for DEO and, upon creation, shall be owned exclusively by DEO. To the extent that any such works may not be considered works made for hire for DEO under applicable law, Grantee agrees, upon creation of such works, to automatically assign to DEO ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.
2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to DEO who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, DEO has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. Grantee shall give DEO written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.
4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

**W. Independent Contractor Status:**

In Grantee's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Grantee is at all times acting and performing as an independent Contractor. DEO shall neither have nor exercise any control or direction over the methods by which Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

1. Except where Grantee is a state agency, Grantee, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent Contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Grantee represent to others that, as Grantee, it has the authority to bind DEO unless specifically authorized to do so.
2. Except where Grantee is a state agency, neither Grantee, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Agreement.
3. Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
4. Unless justified by Grantee, and agreed to by DEO in Attachment 1, Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Grantee or its subcontractor or assignee.
5. DEO shall not be responsible for withholding taxes with respect to Grantee's compensation hereunder. Grantee shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Grantee shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance

(health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

6. Grantee, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

**X. Electronic Funds Transfer:**

Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

[http://www.fldfs.com/aadir/direct\\_deposit\\_web/Vendors.htm](http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm)

Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, EFT shall make invoice payments.

**II. GRANTEE AND DEO AGREE:**

**A. Renegotiation or Modification:**

If, in DEO's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, DEO may at any time, with written notice of all such changes to Grantee, modify the Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

**B. Time is of the Essence:**

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Attachment 1, Scope of Work, and shall be strictly construed.

**C. Termination:**

**1. Termination Due to the Lack of Funds:**

In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, DEO may terminate this Agreement upon no less than twenty-four (24) hour notice in writing to Grantee. DEO shall be the final authority as to the availability of funds and will not reallocate funds



earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be compensated for any work satisfactorily completed prior to notification of termination.

**2. Termination for Cause:**

DEO may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. Grantee shall continue to perform any work not terminated. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

**3. Termination for Convenience:**

DEO, by written notice to Grantee, may terminate this Agreement in whole or in part when DEO determines in its sole discretion that it is in the State's interest to do so. Grantee shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Agreement, if any. Grantee shall not be entitled to recover any cancellation charges or lost profits.

**D. Dispute Resolution:**

Unless otherwise stated in Attachment 1, Scope of Work, disputes concerning the performance of the Agreement shall be decided by DEO, who shall reduce the decision to writing and serve a copy on Grantee. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, Grantee files with DEO a petition for administrative hearing. DEO's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to section 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

**E. Indemnification (NOTE: If Grantee is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence):**

1. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to 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 the State or DEO.

2. Further, Grantee shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Grantee's products or DEO's operation or use of Grantee's products in a manner not contemplated by the Agreement or the purchase order. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may at its sole expense procure for DEO the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure DEO the right to continue using the product, Grantee shall remove the product and refund DEO the amounts paid in excess of a reasonable rental for past use. DEO shall not be liable for any royalties.
3. Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or DEO 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. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

**F. Limitation of Liability:**

For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the greater of \$100,000 or the dollar amount of this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraphs contained in this Agreement.

Unless otherwise specifically enumerated in the Agreement, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Agreement or purchase order requires Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and DEO may, in addition to other remedies available to them at law or 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 them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

**G. Force Majeure and Notice of Delay from Force Majeure:**

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee

believes is excusable under this paragraph, Grantee shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar 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) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE 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. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from DEO 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 DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from 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 the Agreement in whole or in part.

**H. Severability:**

If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, in whole or in part, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.

**I. Authority of Grantee's Signatory:**

Upon execution, Grantee shall return the executed copies of this Agreement in accordance with the instructions DEO provided along with documentation confirming and certifying that the below signatory has authority to bind Grantee to this Agreement as of the date of execution. Such documentation may be in the form of a legal opinion from Grantee's attorney, Grantee's Certificate of Status, Grantee's resolutions specifically authorizing the below signatory to execute this Agreement, Grantee's certificates of incumbency, and any other reliable documentation demonstrating such authority, which shall be incorporated by reference into this Agreement. DEO may, at its sole and absolute discretion, request additional documentation related to the below signatory's authority to bind Grantee to this Agreement.

**J. Execution in Counterparts:**

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**K. Contact Information for Grantee and DEO Contacts:****DEO's Agreement Manager:**Joshua Askey

Department of Economic Opportunity  
107 East Madison Street, MSC 160  
Tallahassee, FL 32399  
Telephone: (850) 717-8506  
Fax: (850) 717-8522  
Email: Joshua.Askey@deo.myflorida.com

**Grantee's Agreement Manager:**Patricia Jackson, City ManagerPolk City123 Broadway Blvd. SEPolk City, FL 33868Telephone: (863) 984-1375Patricia.Jackson@mypolkcity.org

In the event that any of the information provided in Section II.K. changes, including the designation of a new Agreement Manager, after the execution of this Agreement, the Party making such change will notify all other Parties in writing of such change. Such changes shall not require a formal amendment to the Agreement.

**L. Notices:**

The contact information provided in accordance with Section II.K. above shall be used by the Parties for all communications under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered, (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt or (iii) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

**M. Attachments and Exhibits:** Attached to and made part of this Agreement are the following Attachments and/or Exhibits, each of which is incorporated into, and is an integral part of, this Agreement:

- **Attachment 1: Scope of Work**
  - Attachment 1-A – Invoice: Grantee Subcontractor(s) (Contractual Services)**
  - Attachment 1-B – Invoice: Grantee's Employee(s)**
  - Attachment 1-C – Invoice: Combination of Grantee Subcontractor(s) and Grantee's Employee(s)**
  - Attachment 1-D – Grant Agreement Final Closeout Form**

- **Attachment 2 and Exhibit 1 to Attachment 2:** Audit Requirements
- **Attachment 3:** Audit Compliance Certification

**N. Execution:**

I have read the above Agreement and the attachments and exhibits thereto and understand each section and paragraph.

**IN WITNESS THEREOF**, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties have caused to be executed this Agreement by their undersigned officials duly authorized.

**POLK CITY, FLORIDA**

**DEPARTMENT OF ECONOMIC OPPORTUNITY**

**By** \_\_\_\_\_  
 Signature  
**Joe LaCascia, Mayor**  
 \_\_\_\_\_  
 Polk City  
 \_\_\_\_\_  
**Date** \_\_\_\_\_

**By** \_\_\_\_\_  
 Signature  
**Julie Dennis, Director**  
 \_\_\_\_\_  
 Division of Community Development  
 \_\_\_\_\_  
**Date** \_\_\_\_\_

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL  
DEPARTMENT OF ECONOMIC OPPORTUNITY**

**By:** \_\_\_\_\_

**Approved Date:** \_\_\_\_\_

**Attachment 1**  
**SCOPE OF WORK**

1. **GRANT AUTHORITY.** This Competitive Florida Partnership Technical Assistance grant is provided pursuant to section 163.3168, F.S., and Specific Appropriation 2224R, Chapter 2017-70, Laws of Florida, to provide direct and/or indirect technical assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities, while protecting the functions of important State resources and facilities.
  
2. **PROJECT DESCRIPTION:** The City of Polk City (Grantee) will implement strategies developed during the first year of the Competitive Florida strategic economic development planning process. These activities include the following:  
Facilitate public participation efforts to undertake outreach and engagement with residents, take a comprehensive inventory of its assets, and draft an action-oriented economic development strategy. The purpose of this project is to enable Grantee to perform an inclusive strategic economic development exercise that utilizes an asset based approach.
  
3. **GRANTEE RESPONSIBILITIES:** To perform the work and timely provide DEO with the deliverables identified in this paragraph and the table in paragraph 5 below pursuant to the terms of this Agreement.
  - A. **Deliverable 1: Stakeholder Engagement Strategy**  
To assist with the first year visioning process, the Grantee shall complete a stakeholder engagement strategy utilizing techniques provided by DEO and best practices from other stakeholder engagement resources. The Strategy will be used to guide the community through subsequent community conversations and asset identification.
  
  - B. **Deliverable 2: Competitive Florida Kick-Off Meeting**  
Grantee shall invite all key stakeholders identified in its proposal to participate in a kick-off event where DEO and community staff will share information on the goals for the Program. The objective for this meeting is to build partnerships between Grantee and community leadership and business owners, and form or build upon an existing solid foundation for economic development in the community. Grantee shall provide a report that summarizes the meeting and captures feedback from all attendees.
  
  - C. **Deliverable 3: Community Conversations**  
Grantee shall hold at least two community meetings, at least one of which is a public meeting, where Program activities will be discussed and input from the public will be sought, and based on activities described by deliverable 1. Grantee shall ask all stakeholders, including, but not necessarily limited to, elected and public officials, business and economic development leaders, Community Action Agencies, and associated non-profit organizations to participate in the meetings. The Grantee shall then draft a written report detailing how the public was included in the meeting; the information gathered from the community at all such meetings; and reflections on the unanticipated and most urgent findings expressed during the meetings. The report shall analyze feedback from the community meeting in terms of:
    - Urgency – findings that support the need to act quickly on a topic.

- Newness – findings that project team members found to be new or unusual based upon their and representative’s understanding of the community.
- Equity – findings that support a whole-community approach to inclusive development.
- Importance – findings that support policies or projects that will have impact (can be incremental and slow in nature – see Sustainable, next bullet).
- Sustainability – findings that point to emergent policies or projects that can be sustained in the long term, with reference to environment, culture, and population.
- Other factors as explained by the project team.

**D. Deliverable 4: Community Asset Inventory**

In preparation for the asset mapping exercise, Grantee shall identify all local participants involved in the asset mapping exercise. Grantee shall conduct an inventory of its assets. Assets include, but are not limited to: individuals; associations and voluntary networks; historical and cultural resources; natural landscapes (including renewable and nonrenewable material resources); financial assets; the built environment, including transportation networks, communication facilities, utilities, public facilities and commercial buildings; and institutions such as schools, hospitals and government agencies. The asset inventory shall provide:

- Complete contact information for each local participant selected to be on the Asset mapping team;
- The name of each asset selected;
- A short (less than 1 paragraph) history or explanation of the asset’s importance to the community;
- The physical address of each identified asset (and location at which asset mapping team will meet with the asset mapping representative, if different than the physical address of the asset); and
- The name and phone number of a representative at each identified asset who will meet with the asset mapping teams.

**E. Deliverable 5: Asset Mapping Exercise**

Grantee shall coordinate with DEO to bring a team of experts to travel throughout the community for a day. The team, joined by community representatives, will visit the unique assets identified in Deliverable 4 and collect photographs, addresses, and descriptions of these assets. The team and community representatives will then evaluate the assets for opportunities to make improvements or enhancements. Upon completion of the field work, the team and community representatives will discuss their findings with the community to gather critical feedback on suggested improvement projects. After the day of the exercise, the Grantee will then develop a follow up strategy report that names local team members and asset managers, and their plans to pursue projects with federal, state, and local agency experts in accordance with ideas discussed during the DEO-conducted exercise. A minimum of one follow-up strategy is expected for each asset-group team from the exercise. Grantee shall also send a representative to participate in a minimum of one Asset Mapping Exercise for another FY16-17 Competitive Florida Community.

**F. Deliverable 6: Draft Economic Development Strategy**

Grantee shall create a community economic development strategy based on its review of any existing economic development strategies, and the information gathered during the stakeholder engagement and Competitive Florida technical assistance year 1 activities.

Grantee shall ensure its economic development strategy is clearly defined, with actionable projects listed to accomplish explicit goals. The Grantee will use the "15 Ways to Make Florida's Communities More Competitive" list below as a brainstorming guide when creating the economic development strategy.

1. Whole community approach to planning and implementation.
2. Retain current businesses and support expansion.
3. Attract new businesses and industries.
4. Build human capital and develop the workforce.
5. Encourage innovation and entrepreneurship.
6. Preserve sense of place.
7. Build community leadership.
8. Encourage commercial district revitalization.
9. Improve resiliency to disaster.
10. Provide quality education.
11. Increase the availability of affordable housing for the workforce.
12. Promote recreation, culture, history, and the arts.
13. Ensure the availability of quality healthcare facilities.
14. Promote sustainable building and economic development practices.
15. Support neighborhood revitalization.

Grantee's economic development strategy include, at minimum, the following:

1. A clearly defined vision statement or mission statement that demonstrates where Grantee would like to be in the future.
2. Goals and measurable objectives that guide Grantee towards the vision statement or mission statement.
3. Actionable projects to accomplish the Grantee's goals and objectives.
4. Explanation for how goals, objectives, and actionable projects were prioritized, through the stakeholder engagement and/or strategic planning process.
5. Projects to support each of the communities in the county, where applicable.
6. A timeline built into the action plan that assigns a date or time period for the completion of each action.
7. An organization identified to lead each project.
8. A defined process for updating or maintaining the strategy.
9. A section that addresses regional partnerships and collaborations with neighboring jurisdictions.
10. A section that discusses how the public was involved in the creation of the strategy and documentation of the opportunities for input afforded to the public.

**G. Deliverable 7: Final Economic Development Strategy and Celebration Meeting**

Grantee shall revise its draft economic development strategy based on feedback from DEO and the public feedback and submit the final strategy to DEO.

**H.** Perform the tasks as defined in the Agreement and Scope of Work.

**I.** Provide documentation for all work associated with the Project as outlined in the Scope of Work.



J. Submit invoices in accordance with the requirements stated in the Scope of Work.

**4. DEO RESPONSIBILITIES:** Throughout the term of this Agreement, DEO shall:

- a) Monitor the ongoing activities and progress of Grantee, as DEO deems necessary, to verify that all activities are being performed in accordance with the terms of this Agreement;
- b) Perform Agreement management responsibilities as stated herein;
- c) Reply to reasonable inquiries pursuant to the Agreement;
- d) Review Grantee’s invoices for accuracy and thoroughness, and if accepted, process invoices on a timely basis; and
- e) Maintain paper or electronic copies of all documents submitted pursuant to this Scope of Work.

**5. DELIVERABLES:** The specific deliverables, tasks, minimum level of service, due dates, and payment amounts are set forth in the following table:

Deliverables and Tasks	Minimum Level of Service	Payment: Cost Reimbursement Amount	Payment: Cost Reimbursement Amount
<p><b>1. Stakeholder Engagement Strategy</b> in accordance with Section 1.A. of the Scope of Work</p> <p><b>Deliverable due date:</b> March 30, 2018</p>	<p>Completion of one (1) Stakeholder Engagement Strategy.</p> <p>Completion of the deliverable as evidenced by submission of the following documentation:</p> <ul style="list-style-type: none"> <li>• Final copy of the Stakeholder Engagement Strategy</li> </ul> <p>Grantee shall submit copies of all required documentation on paper or electronically in MS Word or PDF format, and all maps on a compact disc in PDF format with ArcGIS compatible shapefiles.</p>	<p>Not to exceed \$4,000.</p>	<p>Failure to perform the minimum level of service or failure to complete this deliverable on time shall result in financial consequences, as set forth in paragraph 9 of this Scope of Work.</p>
<p><b>2. Competitive Florida Kick-Off Meeting</b> in accordance with Section 1.B. of the Scope of Work</p> <p><b>Deliverable due date:</b> March 30, 2018</p>	<p>Grantee to conduct one (1) program kick-off meeting.</p> <p>Completion of the deliverable as evidenced by submission of the following documentation:</p> <ul style="list-style-type: none"> <li>• Formal kick-off meeting invitation</li> </ul>	<p>Not to exceed \$4,000.</p>	<p>Failure to perform the minimum level of service or failure to complete this deliverable on time shall result in financial</p>

	<ul style="list-style-type: none"> <li>• List of invitees</li> <li>• Meeting agenda</li> <li>• Sign-in sheet</li> <li>• Meeting summary</li> </ul> <p>Grantee shall submit copies of all required documentation on paper or electronically in MS Word or PDF format.</p>		consequences, as set forth in paragraph 9 of this Scope of Work.
<p><b>3. Community Conversations</b> in accordance with Section 1.C. of the Scope of Work</p> <p><b>Deliverable due date:</b> March 30, 2018</p>	<p>Grantee to conduct a minimum of two (2) community meetings</p> <p>Completion of the deliverable as evidenced by submission of the following documentation for each meeting:</p> <ul style="list-style-type: none"> <li>a. Agenda</li> <li>b. Attendance sign-in sheet</li> <li>c. Meeting minutes</li> <li>d. One (1) copy of public meeting notice</li> <li>e. One (1) copy of the Community Conversations report</li> </ul> <p>Grantee shall submit copies of all required documentation on paper or electronically in MS Word or PDF format.</p>	Not to exceed \$8,000.	Failure to perform the minimum level of service or failure to complete this deliverable on time shall result in financial consequences, as set forth in paragraph 9 of this Scope of Work.
<p><b>4. Community Asset Inventory</b> in accordance with Section 1.D. of the Scope of Work</p> <p><b>Deliverable due date:</b> March 30, 2018</p>	<p>Completion of one (1) Community Asset Inventory List.</p> <p>Completion of the deliverable as evidenced by submission of the following documentation:</p> <ul style="list-style-type: none"> <li>1. Asset inventory list</li> </ul> <p>Grantee shall submit copies of all required documentation on paper or electronically in MS Word or PDF format, and all maps on a compact disc in PDF format with ArcGIS compatible shapefiles.</p>	Not to exceed \$3,000.	Failure to perform the minimum level of service or failure to complete this deliverable on time shall result in financial consequences, as set forth in paragraph 9 of this Scope of Work.

<p><b>5. Asset Mapping Exercise</b> in accordance with Section 1.E. of the Scope of Work</p> <p><b>Deliverable due date:</b> April 30, 2018</p>	<p>Completion of one (1) Community Asset Mapping Exercise and participation of one local representative in another FY17-18 Competitive Florida Community's Asset Mapping Exercise.</p> <p>Completion of the deliverable as evidenced by submission of the following:</p> <ol style="list-style-type: none"> <li>2. One (1) written follow-up strategy report</li> <li>3. One (1) attendance sheet from another community's asset mapping exercise indicating community attendance at that exercise.</li> </ol> <p>Grantee shall submit copies of all required documentation on paper or electronically in MS Word or PDF format.</p>	<p>Not to exceed \$4,000.</p>	<p>Failure to perform the minimum level of service or failure to complete this deliverable on time shall result in financial consequences, as set forth in paragraph 9 of this Scope of Work.</p>
<p><b>6. Draft Economic Development Strategy</b> in accordance with Section 1.F. of the Scope of Work</p> <p><b>Deliverable due date:</b> May 31, 2018</p>	<p>Completion of one (1) draft Economic Development Strategy.</p> <p>Completion of the deliverable as evidenced by submission of the following:</p> <ol style="list-style-type: none"> <li>4. One (1) draft copy of the Economic Development Strategy, as reviewed and approved by DEO.</li> </ol> <p>Grantee shall submit copies of all required documentation on paper or electronically in MS Word or PDF format, and all maps on a compact disc in PDF format with ArcGIS compatible shapefiles.</p>	<p>Not to exceed \$7,000.</p>	<p>Failure to perform the minimum level of service or failure to complete this deliverable on time shall result in financial consequences, as set forth in paragraph 9 of this Scope of Work.</p>

<p><b>7. Final Economic Development Strategy and Competitive Florida Partnership Symposium in accordance with Section 1.G. of the Scope of Work</b></p> <p><b>Deliverable due date:</b> June 15, 2018</p>	<p>Completion of one (1) Economic Development Strategy</p> <p>Completion of the deliverable as evidenced by submission of the following:</p> <ol style="list-style-type: none"> <li>5. One (1) final copy of the Economic Development Strategy</li> <li>6. A representative of the City of Willison in attendance at the annual Competitive Florida Partnership Symposium, data/location TBA.</li> <li>7. The presentation give at the Competitive Florida Partnership Symposium</li> </ol> <p>Grantee shall submit copies of all required documentation on paper or electronically in MS Word or PDF format, and all maps on a compact disc in PDF format with ArcGIS compatible shapefiles.</p>	<p>Not to exceed \$6,000.</p>	<p>Failure to perform the minimum level of service or failure to complete this deliverable on time shall result in financial consequences, as set forth in paragraph 9 of this Scope of Work.</p>
<p><b>Total Cost Not to Exceed: \$36,000</b></p>			

**6. COST SHIFTING:** The deliverable amounts specified within the Deliverables section above are established based on the Parties’ estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO’s ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from DEO’s Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten (10) percent** of each deliverable total funding amount. Changes that exceed **ten (10) percent** of each deliverable total funding amount will require a formal written amendment, as described in Section II.A., of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

**7. INVOICE SUBMITTAL AND PAYMENT:**

DEO may disburse funds under this Agreement in accordance with the following schedule in the amount(s) identified per deliverable in paragraph 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with Section I.F.11, Funding Requirements of section 215.971, F.S., of this Agreement, Grantee’s entitlement to retain funds paid by DEO is

dependent upon the amount of allowable costs incurred and expended by Grantee in carrying out the Project.

Subject to the terms and conditions of this Agreement, invoices for each deliverable shall be submitted to DEO's Agreement Manager by U. S. Mail or by electronic mail either (a) with a deliverable, or (b) no later than seven (7) calendar days after written notice to Grantee that DEO has accepted the deliverable. Invoices are not required to be submitted through the Ariba Supplier Network described in Section I.G.2. of this Agreement. **Invoices shall be submitted in the format shown on Exhibit 1 to Attachment 1 hereto, an electronic copy of which shall be provided by DEO to the Grantee.**

Grantee shall provide one (1) invoice for each deliverable submitted during the applicable period of time. The invoice shall include, at a minimum, Grantee name and address, federal employer identification number, the Agreement number, invoice number, date of invoice, dates of services, deliverable number, description of task and amount being requested (See Exhibit 1 to Attachment 1).

The following documents shall be submitted with the itemized invoice:

**a. For Tasks Performed by a Subcontractor:**

1. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in the Scope of Work of this Agreement;
2. Copies of invoices submitted to Grantee by the Subcontractor; and,
3. Proof of payment of invoices from the Subcontractor to Grantee for tasks performed pursuant to this Agreement (e.g., cancelled checks, bank statement showing deduction).

**b. For Tasks Performed by Grantee's Employees:**

1. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in the Scope of Work of this Agreement. Copies of invoices submitted to Grantee by the Subcontractor.
2. Identification of Grantee's employees who performed tasks under this Agreement and, for each such employee:
  - The percentage of the employee's time devoted to tasks under this Agreement or the number of total hours each employee devoted to tasks under this Agreement.
  - Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions, and net pay.
  - If the employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable.
3. Invoices or receipts for other direct costs.
4. Usage log for in-house charges (e.g., postage, copies, etc.) that shows the number of units times the rate charged. The rate must be reasonable.

**8. REVIEW AND ACCEPTANCE OF DELIVERABLES.** Deliverables shall be reviewed by DEO for sufficiency under this Agreement. Written notice of DEO's determination that the deliverable is sufficient or is not sufficient under this Agreement shall be provided to Grantee's Agreement Manager by U. S. Mail or electronic mail no later than fifteen (15) business days after receipt of the deliverable. For

deliverables that DEO determines are insufficient, see Section 11.b. below. The deliverable amount specified in paragraph 4 above does not establish the value of the deliverable.

9. **FINANCIAL CONSEQUENCES.** Failure to complete a deliverable or provide DEO with a deliverable that DEO determines is sufficient under the Scope of Work no later than five (5) business days after the due date shall result in a financial consequence of \$50 per business day, up to a maximum of \$500, until the deliverable is received by DEO.
10. **VERIFICATION OF EXPENDITURES; GRANT CLOSEOUT:** Section 215.971(2)(c), F.S., requires that DEO's Agreement Manager reconcile and verify all funds received against all funds expended during the Agreement Period and produce a final reconciliation report. To facilitate preparation of a final reconciliation report, Grantee shall provide DEO's Agreement Manager with documentation to support the payment requests submitted under this Agreement, along with the Grant Closeout Form attached hereto as Attachment 1-B (an electronic copy of which shall be provided by DEO to the Grantee), no later than sixty (60) days after the expiration or termination of this Agreement.
11. **SUBCONTRACTS.** In accordance with Section I.N.1., and subject to the terms and conditions in Sections I.N.2. through 7 of this Agreement, this paragraph constitutes DEO's written approval for Grantee to subcontract for any of the deliverables and/or tasks identified in the Scope of Work for this Agreement. A copy of the executed subcontract shall be provided to DEO's Agreement Manager upon execution by the Parties. Grantee shall be solely liable for all work performed and all expenses incurred as a result of any such subcontract.
12. **BUSINESS DAY; COMPUTATION OF TIME.** For the purpose of this Agreement, a "business day" is any day that is not a Saturday, Sunday, or a state or federal legal holiday. In computing any time period provided in this Agreement, the date from which the time period runs is not counted. The last day of the time period ends at 5:00 p.m. on that day.
13. **REQUIREMENT TO SUBMIT PRELIMINARY DRAFT DELIVERABLES TO DEO; DEO REVIEW AND COMMENT.** Unless waived in writing by DEO, Grantee shall submit preliminary drafts of all written deliverables to DEO for review and comment no later than ten (10) calendar days before the deliverable due date. Grantee is not required to submit to DEO preliminary drafts of notices of public hearings, agendas, meeting notes, and public meeting sign-in sheets that may be required under paragraph 4 above. DEO shall provide any written comments on each preliminary draft to Grantee no later than five (5) calendar days before the deliverable due date. The deliverable submitted to DEO for payment shall address any DEO comments on the preliminary draft deliverable. For the purpose of this Agreement, DEO's review of a preliminary draft document is not a review under the Community Planning Act. DEO's review and comments will be based on the requirements of the Community Planning Act and sound planning principles.
14. **LIMITED COMPLIANCE REVIEW; NO DUPLICATION OF WRITTEN MATERIAL.** Proposed comprehensive plan amendments that are deliverables under the Scope of Work must be "in compliance" as defined in section 163.3184(1)(b), F.S., and will be evaluated for compliance as part of DEO's review and determination of whether the deliverable is sufficient to satisfy the requirements in the Scope of Work. DEO's compliance determination will be a limited determination without input from the reviewing agencies identified in section 163.3184(1)(c), F.S. A limited compliance

determination for the purpose of this Agreement is not binding on DEO in a subsequent review under section 163.3184, F.S. Further, a limited compliance determination under this Agreement does not preclude review and comment by reviewing agencies and does not preclude a challenge to the adopted plan amendment by DEO based on comments by DEO or other reviewing agencies. Documents submitted to DEO for payment under this Agreement may not copy or duplicate reports or other written material previously prepared or prepared by another author. At the option of the Grantee, copies of relevant documents may be appended to documents submitted to DEO for payment.

- 15. EXTENSIONS OF TIME OF DELIVERABLE DUE DATES.** Notwithstanding section II.A of this Agreement, DEO's Agreement Manager, in DEO's sole discretion, may authorize extensions of deliverable due dates without a written modification of this Agreement. Extensions shall be in accordance with the following:
- a. Requests for extension of one or more deliverable due dates shall be submitted in writing (which may be by electronic mail) to DEO's Agreement Manager no later than four (4) business days before the due date (or the earliest of multiple due dates for which the extension is requested);
  - b. A request for extension must state the reason for the extension; and
  - c. DEO's Agreement Manager shall approve or deny a request for extension of a deliverable due date by electronic mail to Grantee's Agreement Manager within two (2) business days after receipt of the request. Only written approvals of extensions shall be effective.

This authority does not apply to an extension of the Agreement Period defined in Section I.C. of this Agreement.

- 16. ADVERTISING AND INFORMATION RELEASE.** Notwithstanding Sections I.F.6., **Advertising**, and I.F.10., **Information Release**, of this Agreement, Grantee is authorized to disclose to the public on its website or by other means that it has been awarded a Community Planning Technical Assistance Grant from DEO for the work described in this Scope of Work.
- 17. NOTIFICATION OF INSTANCES OF FRAUD.** Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to DEO's Agreement Manager in writing within 24 chronological hours.
- 18. NON-DISCRIMINATION.** Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.
- 19. GRANTEE'S RESPONSIBILITIES UPON TERMINATION.** If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, the Grantee shall:
- a. Stop work under this Agreement on the date and to the extent specified in the notice,
  - b. Complete performance of such part of the work as shall not have been terminated by DEO,

- c. Take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest, and
- d. Upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the DEO all property and materials belonging to DEO. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

**20. CONFLICTS BETWEEN SCOPE OF WORK AND REMAINDER OF AGREEMENT.** In the event of a conflict between the provisions of this Scope of Work and other provisions of this Agreement, the provisions of this Scope of Work shall govern.

*- Remainder of Page Intentionally Left Blank -*



**Attachment 1-A – Invoice: Grantee Subcontractor(s) (Contractual Services)**

**INVOICE**

**GRANTEE NAME:** \_\_\_\_\_  
**FEIN:** \_\_\_\_\_

**INVOICE NO.:** \_\_\_\_\_  
**INVOICE DATE:** \_\_\_\_\_

**Agreement No.:** \_\_\_\_\_

**TO:**  
 Florida Department of Economic Opportunity  
 Division of Community Development  
 Attn.: Jacob Durrance  
 107 East Madison Street  
 Caldwell Building, MSC 160  
 Tallahassee, FL 32399

**FOR:**  
 [Grantee name]  
 [Grantee address]  
 [Grantee phone number]

DESCRIPTION	AMOUNT
<p><b>Dates of Service:</b> _____</p> <p><b>Deliverable ____ Completed:</b>                      [copy description of the deliverable from Scope of Work, paragraph 3]</p> <p><u>Category expenditures:</u></p> <p>Contractual Services</p>	<p>\$__</p>
<b>TOTAL</b>	<b>\$__</b>

Attachment 1-B – Invoice: Grantee’s Employee(s)

INVOICE

GRANTEE NAME: \_\_\_\_\_  
 FEIN: \_\_\_\_\_

INVOICE NO.: \_\_\_\_\_  
 INVOICE DATE: \_\_\_\_\_

Agreement No.: \_\_\_\_\_

**TO:**  
 Florida Department of Economic Opportunity  
 Division of Community Development  
 Attn.: Jacob Durrance  
 107 East Madison Street  
 Caldwell Building, MSC 160  
 Tallahassee, FL 32399

**FOR:**  
 [Grantee name]  
 [Grantee address]  
 [Grantee phone number]

DESCRIPTION	AMOUNT
<p><b>Dates of Service:</b> _____</p>	
<p><b>Deliverable _____ Completed:</b>                      [copy description of the deliverable from Scope of Work, paragraph 3]</p>	
<p><u>Category expenditures:</u></p> <p>Salaries</p> <p>Fringe Benefits</p> <p>Travel</p> <p>Postage</p> <p>[other direct costs: identify them]</p>	<p>\$__</p> <p>\$__</p> <p>\$__</p> <p>\$__</p> <p>\$__</p>
<p><b>TOTAL</b></p>	<p>\$__</p>

**Attachment 1-C – Invoice: Combination of Grantee Subcontractor(s) and Grantee’s Employee(s)**

**INVOICE**

**GRANTEE NAME:** \_\_\_\_\_

**INVOICE NO.:** \_\_\_\_\_

**FEIN:** \_\_\_\_\_

**INVOICE DATE:** \_\_\_\_\_

**Agreement No.:** \_\_\_\_\_

**TO:**  
 Florida Department of Economic Opportunity  
 Division of Community Development  
 Attn.: Jacob Durrance  
 107 East Madison Street  
 Caldwell Building, MSC 160  
 Tallahassee, FL 32399

**FOR:**  
 [Grantee name]  
 [Grantee address]  
 [Grantee phone number]

DESCRIPTION	AMOUNT
<b>Dates of Service:</b> _____	
<b>Deliverable _____ Completed:</b> [copy description of the deliverable from Scope of Work, paragraph 3]	
<u>Category expenditures:</u>	
Contractual Services	\$ __
Salaries	\$ __
Fringe Benefits	\$ __
Travel	\$ __
Postage	\$ __
[other direct costs: identify them]	\$ __
<b>TOTAL</b>	<b>\$ __</b>

**Attachment 1-D – Grant Agreement Final Closeout Form**

**Rick Scott**  
GOVERNOR



**Cissy Proctor**  
EXECUTIVE DIRECTOR

**Grant Agreement Final Closeout Form**

<b>FLAIR Contract ID:</b>	_____		
<b>Recipient Name:</b>	_____	<b>Contract Amount</b>	_____ <b>\$0.00</b>
<b>Vendor ID:</b>	_____	<b>Deobligated Funds</b>	_____ <b>\$0.00</b>
<b>Contract End Date:</b>	_____	<b>Final Contract Amount</b>	_____ <b>\$0.00</b>

**Section A: Financial Reconciliation**

<b>1. Total Recipient Funds Received from DEO</b>	_____	<b>\$0.00</b>
<b>2. Total Recipient Expenditures</b>	_____	<b>\$0.00</b>
<b>3. Balance of Unexpended Program Income (from Section B)</b>	_____	<b>\$0.00</b>
<b>4. If negative, this amount must be refunded to the Department. If positive, this amount is to be remitted to the Recipient.</b>	_____	<b>\$0.00</b>

**Section B: Statement of Recipient Income**

There was no recipient income earned under this contract.  
 The following recipient income was earned under this contract.

Description of Recipient Income			
Source	Amount	Expended	Balance
			-
			-
			-
<b>Total Program Income</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Section C: Property Inventory Certification**

No tangible property was purchased in the contract period.  
 All non-expendable and non-consumable tangible property having a useful life of more than one year and acquired at a cost of \$1,000 or more per unit with grant funds are listed below. I do hereby certify that the property inventory described below is complete and correct. Notification will be sent immediately to the Department of Economic Opportunity if any changes occur to this inventory. I will not destroy, sell, or otherwise dispose of this property without written permission of the Department.

Description of Property Inventory					
Description and Serial Number	Quantity	Acquisitions		Condition	Location
		Cost	Date		

**Section D: Recipient Certification**

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.

**Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_  
**Title:** \_\_\_\_\_ **Date Signed:** \_\_\_\_\_

**Section E: DEO Internal Review and Approval**

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income and Property Inventory are true and accurate.

**Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_  
**Title:** \_\_\_\_\_ **Date Signed:** \_\_\_\_\_

Date Updated: September 29, 2015

## ATTACHMENT 2 AUDIT REQUIREMENTS

The administration of resources awarded by DEO to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by DEO as described in this Attachment 2.

### **MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR part 200 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR Part 200, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff 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 Part 200, as revised.

1. In the event that the recipient expends \$750,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through DEO 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 DEO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart F of 2 CFR Part 200, as revised.
3. If the recipient expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, as revised, is not required. In the event that 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 Part 200, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the recipient resources obtained from other than Federal entities).
4. Title 2 CFR 200, entitled Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, also known as the Super Circular, supersedes and consolidates the requirements of OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and is effective for Federal awards or increments of awards issued on or after December 26, 2014. Please refer to 2 CFR 200 for revised definitions, reporting requirements and auditing thresholds referenced in this attachment and agreement accordingly.

**PART II: STATE FUNDED** This part is applicable if the recipient is a non-state 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 September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through DEO 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 DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state 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 years ending September 30, 2004 or 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. Additional information regarding the Florida Single Audit Act can be found at:  
<http://www.myflorida.com/audgen/pages/flsaa.htm>

**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.)*

**INSERT ADDITIONAL AUDIT REQUIREMENTS, IF APPLICABLE, OTHERWISE TYPE "N/A"**

**PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, as revised, and required by Part I of this agreement shall be submitted, when required by Section .512, 2 CFR Part 200, as revised, by or on behalf of the recipient directly to each of the following:
  - A. DEO at each of the following addresses:

Electronic copies (preferred):  
[Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

or

Paper (hard copy):  
Department Economic Opportunity  
MSC # 130, Caldwell Building  
107 East Madison Street  
Tallahassee, FL 32399-4126

- B. The Federal Audit Clearinghouse designated in 2 CFR Part 200, as revised (the number of copies required by Section .512, 2 CFR Part 200, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

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

- C. Other Federal agencies and pass-through entities in accordance with Section .512, 2 CFR Part 200, as revised.
- 2. Pursuant to Section .512, 2 CFR Part 200, as revised, the recipient shall submit a copy of the reporting package described in Section .512, 2 CFR Part 200, as revised, and any management letter issued by the auditor, to DEO at each of the following addresses:

Electronic copies (preferred):  
[Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

or

Paper (hard copy):  
Department Economic Opportunity  
MSC # 130, Caldwell Building  
107 East Madison Street  
Tallahassee, FL. 32399-4126

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

- A. DEO at each of the following addresses:

Electronic copies (preferred):  
[Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

or

Paper (hard copy):  
Department Economic Opportunity  
MSC # 130, Caldwell Building  
107 East Madison Street  
Tallahassee, FL 32399-4126

- 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, FL 32399-1450

Email Address: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of the recipient directly to:
  - A. DEO at each of the following addresses:

**INSERT ADDRESS(ES), IF APPLICABLE, OTHERWISE TYPE "N/A"**

5. Any reports, management letter, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION**

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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**EXHIBIT 1 to Attachment 2**

**FEDERAL RESOURCES AWARDED TO THE GRANTEE PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

*NOTE: If the resources awarded to the Grantee represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.*

Federal Program

N/A

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

*NOTE: If the resources awarded to the Grantee represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.*

Federal Program:

*List applicable compliance requirements as follows:*

N/A

*NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the Grantee to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the Grantee must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.*

**STATE RESOURCES AWARDED TO THE GRANTEE PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

*NOTE: If the resources awarded to the Grantee 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.*

Federal Program

N/A

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

*NOTE: If the resources awarded to the Grantee 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, Florida Statutes.*

State Project: **DEPARTMENT OF ECONOMIC OPPORTUNITY – CSFA 40.038 – DIVISION OF COMMUNITY DEVELOPMENT - \$36,000**

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

1. ACTIVITIES ARE LIMITED TO THOSE IN THE SCOPE OF WORK.
2. N/A
3. N/A

*NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by DEO 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 amounts of the non-Federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.*

NOTE: Title 2 C.F.R. § 200.331, as revised, and section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Grantee.

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**ATTACHMENT 3  
Audit Compliance Certification**

Grantee Name: \_\_\_\_\_

FEIN: \_\_\_\_\_ Grantee's Fiscal Year: \_\_\_\_\_

Contact Person Name and Phone Number: \_\_\_\_\_

Contact Person Email Address: \_\_\_\_\_

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Economic Opportunity (DEO)?  
 Yes  No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year?  Yes  No

**If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.**

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and DEO?  Yes  No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year?  Yes  No

**If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.**

**By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

**City Commission Meeting  
February 19, 2018**

**AGENDA ITEM #4:            PLANNING ADVISORY SERVICES AGREEMENT WITH CENTRAL  
FLORIDA REGIONAL PLANNING COUNCIL**

     INFORMATION ONLY  
  X   ACTION REQUESTED

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**ISSUE:**            Planning Advisory Services Agreement with Central Florida Regional Planning Council

**ATTACHMENTS:**    Agreement for Services

**ANALYSIS:** Polk City has received a Competitive Florida Partnership Technical Assistance Grant. Polk City would like to engage Central Florida Regional Planning Council to provide professional planning services to implement strategies developed during the first year of the Competitive Florida Partnership strategic economic planning process including: Facilitation of public participation efforts to undertake outreach and engagement with resident; take a comprehensive inventory of assets and opportunities, and draft an action-oriented economic development strategy.

Please see attached agreement for a complete Scope of Work.

**STAFF RECOMMENDATION:**    Commission to approve the Planning Advisory Services Agreement with Central Florida Regional Planning Council

# PLANNING ADVISORY SERVICES AGREEMENT

with

## POLK CITY

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **Central Florida Regional Planning Council** (hereinafter referred to as the "COUNCIL") and **Polk City** (hereinafter referred to as the "CITY").

### BACKGROUND

- A. The CITY desires to engage the COUNCIL to provide professional planning services to implement strategies developed during the first year of the Competitive Florida Partnership strategic economic planning process including: Facilitation of public participation efforts to undertake outreach and engagement with residents; take a comprehensive inventory of assets and opportunities; and draft an action-oriented economic development strategy. The Scope of Work is detailed in Attachment A of this agreement titled Community Planning Technical Assistance Grant Agreement State of Florida Department of Economic Opportunity, Attachment 1 of Agreement # P0280, Scope of Work.
- B. The COUNCIL acknowledges the Grant Agreement between the State of Florida Department of Economic Opportunity and the CITY (AGREEMENT) which is provided as Attachment B of this Agreement. Consistent with that AGREEMENT, the COUNCIL shall be consistent with Section I.F.5., Public Entity Crime; Section I.F.10., Information Release; Section I.F.11.a. Funding Requirements of Section 215.971(1), F.S.; Section I.F.8.c., Discriminatory Vendors; Section I.K. Audit and Records (where applicable); and Section I.L., Employment Eligibility Verification; Scope of Work 18., Non-Discrimination.
- C. The COUNCIL desires to provide such professional services in accordance with this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually agree as follows:

### I. GENERAL

The CITY engages the COUNCIL to assist the CITY in implementing strategies developed during the first year of the Competitive Florida strategic economic planning process. The COUNCIL shall provide the professional services required under this Agreement with the CITY.

### II. SCOPE OF WORK

The COUNCIL shall perform, in a satisfactory and proper manner, the work and services detailed in Attachment A - Scope of Work, and shall satisfy all requirements of the guidelines specified therein.

### **III. COMPENSATION**

As consideration for performance of Work, the CITY agrees to pay a fixed fee of \$36,000 (thirty-six thousand dollars) to be paid in seven (7) payments as follows: \$4,000 (Deliverable 1) by March 2, 2018; \$4,000 (Deliverable 2) by March 2, 2018; \$8,000 (Deliverable 3) by March 9, 2018; \$3,000 (Deliverable 4) by March 23, 2018; \$4,000 (Deliverable 5) by April 20, 2018; \$7,000 (Deliverable 6) by May 25, 2018; and \$6,000 (Deliverable 7) by June 8, 2018. Payment shall be made upon receipt of an acceptable completed invoice from the COUNCIL. Project deliverables will be consistent with the Scope of Work provided in Attachment A -Community Planning Technical Assistance Grant Agreement State of Florida Department of Economic Opportunity, Attachment 1 of Agreement # P02840 Scope of Work.

All fees and payments for additional Scope of Work, if required, shall be negotiated.

### **IV. PERIOD OF AGREEMENT**

The services of the COUNCIL are to commence upon execution of this agreement.

### **V. MODIFICATION OF AGREEMENT**

A. Either party may request changes in the services or Scope of Work to be performed by the COUNCIL pursuant to this Agreement, including adjustments in the funds provided under the Agreement if necessary and appropriate. Such changes mutually agreed upon by and between the CITY and the COUNCIL shall be incorporated in written amendments to this Agreement signed by both parties.

B. Any extensions of the Agreement shall be mutually agreed upon by and between the CITY and the COUNCIL and shall be incorporated in written amendments to this Agreement signed by both parties.

### **VI. TERMINATION**

A. This Agreement may be terminated by written mutual consent of the parties.

B. Either party may terminate this Agreement upon written notice of thirty (30) days. Written notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

C. In the event the Agreement is terminated, the COUNCIL shall be reimbursed in the amount commensurate with the work satisfactorily accomplished on the effective date of termination.

### **VII. COMPLIANCE WITH LAWS**

The COUNCIL warrants, represents, and agrees that it will comply with all federal, state, and local laws, rules, and regulations applicable to the fulfillment of the requirements of this Agreement.

**VIII. PERSONNEL**

- A. The COUNCIL represents that it has, or will secure at its own expense, personnel necessary to perform the services under this Agreement.
- B. The COUNCIL shall continuously staff the project with personnel as deemed necessary by the COUNCIL to fulfill its obligations under this Agreement. Qualified persons may be added, deleted, or substituted at any time during the period of this Agreement, as the COUNCIL may deem necessary or appropriate.

**IX. DATA TO BE FURNISHED TO COUNCIL**

Upon reasonable request of the COUNCIL, the CITY shall provide to the COUNCIL all information, data reports, records, and maps in its possession, or which become available to it, that are necessary for the execution of Work of the COUNCIL under this Agreement.

**X. RIGHT TO WORK PRODUCTS**

Copies of all of work products shall become the property of the CITY.

**XI. ASSIGNMENT**

This Agreement shall not be assignable.

**XII. EMPLOYMENT ELIGIBILITY VERIFICATION**

(a) *Definitions.* As used in this paragraph

*Employee assigned to this Agreement* means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under this Agreement. An employee is not considered to be directly performing work under this Agreement if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the agreement.

*Subcontract* means any contract entered into by a subcontractor to furnish supplies or services for performance of this Agreement or a subcontract under this Agreement. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

*Subcontractor* means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for COUNCIL or another subcontractor.

*United States*, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the United States Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) The COUNCIL must be enrolled in E-Verify at time of execution of this Agreement, and the COUNCIL shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 30 calendar days or more.* The COUNCIL shall initiate verification of employment eligibility of all new hires of the COUNCIL, who are working in the State of Florida, whether or not assigned to this Agreement, within three (3) business days after the date of hire; or

(B) *Enrolled less than 30 calendar days.* Within 30 calendar days after enrollment in E-Verify, the COUNCIL shall initiate verification of employment eligibility of all new hires of the COUNCIL who are working in the State of Florida, whether or not assigned to this Agreement, within three (3) business days after the date of hire.

(ii) *Employees assigned to this Agreement.* For each employee assigned to this Agreement, the COUNCIL shall initiate verification of employment eligibility, to the extent allowed by the E-Verify program, within 30 calendar days after date of execution of this Agreement or within 30 days after assignment to this Agreement, whichever date is later.

(2) The COUNCIL shall comply, for the period of performance of this Agreement, with the requirements of the E-Verify program Memorandum of Understanding (MOU). Termination of the COUNCIL's MOU and denial of access to the E-Verify system by the Department of Homeland Security or the Social Security Administration or the U.S. Citizenship and Immigration Service is an event of default under this Agreement.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the U.S. Citizenship and Immigration Service's Web site: <http://www.uscis.gov>.

(d) *Individuals previously verified.* The COUNCIL is not required by this paragraph to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by the COUNCIL through the E-Verify program.

(e) *Subcontracts.* The COUNCIL shall include, and shall require the inclusion of, the requirements of this paragraph, including this subparagraph (e) (appropriately modified for identification of the parties), in each subcontract that includes work performed in the United States under this Agreement.

## **XVI. SUBCONTRACTS**



The COUNCIL agrees to perform economic development services or similar business assistance services on behalf of the CITY and shall report on performance, account for proper use of funds provided under this Agreement (including the provision of audit rights pursuant to Section I.K. Auditing and Records (where applicable).

The COUNCIL shall only expend funding under this agreement for allowable costs resulting from obligations incurred during the AGREEMENT period.

**XV. DISCRIMINATORY VENDOR**

The COUNCIL affirms it is aware of the provisions of Section 287.134(2)(a), Florida Statutes, and that at no time has the COUNCIL been placed on the Discriminatory Vendor List. The COUNCIL further agrees that it shall not violate such law during the term of this Agreement.

**XVI. NON-DISCRIMINATION**

The COUNCIL shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age.

**XVII. HARASSMENT-FREE WORKPLACE**

The COUNCIL shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

**XVIII. PUBLIC ENTITY CRIMES**

The COUNCIL affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes, and that at no time has the COUNCIL been convicted for a Public Entity Crime. The COUNCIL agrees it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in termination of this Agreement in accordance with Section 287.133(4).

**XIX. LOBBYING**

The COUNCIL shall not use any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency.

**XX. INFORMATION RELEASE (PUBLIC RECORDS ACCESS)**

The CITY AND COUNCIL agree that the COUNCIL shall comply with Florida's public records law to specifically include:

- A. The COUNCIL shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The COUNCIL shall keep and maintain public records required to perform the services under this Agreement.

- B. This Agreement may be unilaterally canceled by the CITY for refusal by the COUNCIL to either provide public records to the CITY upon request, or to allow inspection and copying of all public records made or received by the COUNCIL in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- C. If the COUNCIL meets the definition of “Contractor” found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
- i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the CITY. If the CITY does not possess the requested records, the CITY shall immediately notify Contractor of the request, and the COUNCIL must provide the records to the CITY or allow the records to be inspected or copied within a reasonable time. If the COUNCIL fails to provide the public records to the CITY within a reasonable time, Contractor may be subject to penalties under s. 119.10, F.S.
  - ii. Upon request from the CITY’s custodian of public records, the COUNCIL shall 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. The COUNCIL shall identify and ensure that all 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 Agreement term and following completion of the Agreement if the COUNCIL does not transfer the records to the CITY.
  - iv. Upon completion of the Agreement, Contractor shall transfer, at no cost to CITY, all public records in possession of Contractor or keep and maintain public records required by the CITY to perform the services under this Agreement. If the COUNCIL transfers all public records to the CITY upon completion of the Agreement, the COUNCIL shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the COUNCIL shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to CITY, upon request from the CITY’s custodian of public records, in a format that is accessible by and compatible with the information technology systems of CITY.
- D. **IF THE COUNCIL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY’S CUSTODIAN OF PUBLIC RECORDS BY TELEPHONE AT 863-984-1375, BY EMAIL AT [sheandolen.dunn@mypolkcity.org](mailto:sheandolen.dunn@mypolkcity.org), OR AT**

**THE MAILING ADDRESS BELOW:**

**SHAENDOLEN DUNN  
POLK CITY  
123 BROADWAY BLVD. SE  
POLK CITY, FL 33868**

**XXI. TERMS AND CONDITIONS**

This Agreement and attachments incorporated by reference constitute all the terms and conditions agreed upon by the parties.

**IN WITNESS WHEREOF**, the CITY and the COUNCIL have caused this Agreement to be executed by their undersigned officials as duly authorized.

**POLK CITY**

**CENTRAL FLORIDA REGIONAL  
PLANNING COUNCIL**

By: \_\_\_\_\_  
Joe LaCascia, Mayor

By: \_\_\_\_\_  
Patricia M. Steed, Executive Director

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**Approved as to legal form and sufficiency:**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Council Attorney

**Community Planning Technical Assistance  
Grant Agreement  
State of Florida Department of Economic Opportunity**

**Attachment 1  
of  
Agreement # P0280**

**SCOPE OF WORK**

**Attachment 1  
SCOPE OF WORK**

1. **GRANT AUTHORITY.** This Competitive Florida Partnership Technical Assistance grant is provided pursuant to section 163.3168, F.S., and Specific Appropriation 2224R, Chapter 2017-70, Laws of Florida, to provide direct and/or indirect technical assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities, while protecting the functions of important State resources and facilities.
  
2. **PROJECT DESCRIPTION:** The City of Polk City (Grantee) will implement strategies developed during the first year of the Competitive Florida strategic economic development planning process. These activities include the following:  
Facilitate public participation efforts to undertake outreach and engagement with residents, take a comprehensive inventory of its assets, and draft an action-oriented economic development strategy. The purpose of this project is to enable Grantee to perform an inclusive strategic economic development exercise that utilizes an asset based approach.
  
3. **GRANTEE RESPONSIBILITIES:** To perform the work and timely provide DEO with the deliverables identified in this paragraph and the table in paragraph 5 below pursuant to the terms of this Agreement.
  - A. **Deliverable 1: Stakeholder Engagement Strategy**  
To assist with the first year visioning process, the Grantee shall complete a stakeholder engagement strategy utilizing techniques provided by DEO and best practices from other stakeholder engagement resources. The Strategy will be used to guide the community through subsequent community conversations and asset identification.
  
  - B. **Deliverable 2: Competitive Florida Kick-Off Meeting**  
Grantee shall invite all key stakeholders identified in its proposal to participate in a kick-off event where DEO and community staff will share information on the goals for the Program. The objective for this meeting is to build partnerships between Grantee and community leadership and business owners, and form or build upon an existing solid foundation for economic development in the community. Grantee shall provide a report that summarizes the meeting and captures feedback from all attendees.
  
  - C. **Deliverable 3: Community Conversations**  
Grantee shall hold at least two community meetings, at least one of which is a public meeting, where Program activities will be discussed and input from the public will be sought, and based on activities described by deliverable 1. Grantee shall ask all stakeholders, including, but not necessarily limited to, elected and public officials, business and economic development leaders, Community Action Agencies, and associated non-profit organizations to participate in the meetings. The Grantee shall then draft a written report detailing how the public was included in the meeting; the information gathered from the community at all such meetings; and reflections on the unanticipated and most urgent findings expressed during the meetings. The report shall analyze feedback from the community meeting in terms of:
    - **Urgency** – findings that support the need to act quickly on a topic.

- **Newness** – findings that project team members found to be new or unusual based upon their and representative’s understanding of the community.
- **Equity** – findings that support a whole-community approach to inclusive development.
- **Importance** – findings that support policies or projects that will have impact (can be incremental and slow in nature – see Sustainable, next bullet).
- **Sustainability** – findings that point to emergent policies or projects that can be sustained in the long term, with reference to environment, culture, and population.
- **Other factors** as explained by the project team.

**D. Deliverable 4: Community Asset Inventory**

In preparation for the asset mapping exercise, Grantee shall identify all local participants involved in the asset mapping exercise. Grantee shall conduct an inventory of its assets. Assets include, but are not limited to: individuals; associations and voluntary networks; historical and cultural resources; natural landscapes (including renewable and nonrenewable material resources); financial assets; the built environment, including transportation networks, communication facilities, utilities, public facilities and commercial buildings; and institutions such as schools, hospitals and government agencies. The asset inventory shall provide:

- Complete contact information for each local participant selected to be on the Asset mapping team;
- The name of each asset selected;
- A short (less than 1 paragraph) history or explanation of the asset’s importance to the community;
- The physical address of each identified asset (and location at which asset mapping team will meet with the asset mapping representative, if different than the physical address of the asset); and
- The name and phone number of a representative at each identified asset who will meet with the asset mapping teams.

**E. Deliverable 5: Asset Mapping Exercise**

Grantee shall coordinate with DEO to bring a team of experts to travel throughout the community for a day. The team, joined by community representatives, will visit the unique assets identified in Deliverable 4 and collect photographs, addresses, and descriptions of these assets. The team and community representatives will then evaluate the assets for opportunities to make improvements or enhancements. Upon completion of the field work, the team and community representatives will discuss their findings with the community to gather critical feedback on suggested improvement projects. After the day of the exercise, the Grantee will then develop a follow up strategy report that names local team members and asset managers, and their plans to pursue projects with federal, state, and local agency experts in accordance with ideas discussed during the DEO-conducted exercise. A minimum of one follow-up strategy is expected for each asset-group team from the exercise. Grantee shall also send a representative to participate in a minimum of one Asset Mapping Exercise for another FY16-17 Competitive Florida Community.

**F. Deliverable 6: Draft Economic Development Strategy**

Grantee shall create a community economic development strategy based on its review of any existing economic development strategies, and the information gathered during the stakeholder engagement and Competitive Florida technical assistance year 1 activities.

Grantee shall ensure its economic development strategy is clearly defined, with actionable projects listed to accomplish explicit goals. The Grantee will use the "15 Ways to Make Florida's Communities More Competitive" list below as a brainstorming guide when creating the economic development strategy.

1. Whole community approach to planning and implementation.
2. Retain current businesses and support expansion.
3. Attract new businesses and industries.
4. Build human capital and develop the workforce.
5. Encourage innovation and entrepreneurship.
6. Preserve sense of place.
7. Build community leadership.
8. Encourage commercial district revitalization.
9. Improve resiliency to disaster.
10. Provide quality education.
11. Increase the availability of affordable housing for the workforce.
12. Promote recreation, culture, history, and the arts.
13. Ensure the availability of quality healthcare facilities.
14. Promote sustainable building and economic development practices.
15. Support neighborhood revitalization.

Grantee's economic development strategy include, at minimum, the following:

1. A clearly defined vision statement or mission statement that demonstrates where Grantee would like to be in the future.
  2. Goals and measurable objectives that guide Grantee towards the vision statement or mission statement.
  3. Actionable projects to accomplish the Grantee's goals and objectives.
  4. Explanation for how goals, objectives, and actionable projects were prioritized, through the stakeholder engagement and/or strategic planning process.
  5. Projects to support each of the communities in the county, where applicable.
  6. A timeline built into the action plan that assigns a date or time period for the completion of each action.
  7. An organization identified to lead each project.
  8. A defined process for updating or maintaining the strategy.
  9. A section that addresses regional partnerships and collaborations with neighboring jurisdictions.
  10. A section that discusses how the public was involved in the creation of the strategy and documentation of the opportunities for input afforded to the public.
- G. Deliverable 7: Final Economic Development Strategy and Celebration Meeting**  
Grantee shall revise its draft economic development strategy based on feedback from DEO and the public feedback and submit the final strategy to DEO.
- H. Perform the tasks as defined in the Agreement and Scope of Work.**
- I. Provide documentation for all work associated with the Project as outlined in the Scope of Work.**

J. Submit invoices in accordance with the requirements stated in the Scope of Work.

4. **DEO RESPONSIBILITIES:** Throughout the term of this Agreement, DEO shall:

- a) Monitor the ongoing activities and progress of Grantee, as DEO deems necessary, to verify that all activities are being performed in accordance with the terms of this Agreement;
- b) Perform Agreement management responsibilities as stated herein;
- c) Reply to reasonable inquiries pursuant to the Agreement;
- d) Review Grantee’s invoices for accuracy and thoroughness, and if accepted, process invoices on a timely basis; and
- e) Maintain paper or electronic copies of all documents submitted pursuant to this Scope of Work.

5. **DELIVERABLES:** The specific deliverables, tasks, minimum level of service, due dates, and payment amounts are set forth in the following table:

Deliverables and Tasks	Minimum Level of Service	Payment: Cost Reimbursement Amount	Payment: Cost Reimbursement Amount
<p><b>1. Stakeholder Engagement Strategy</b> in accordance with Section 1.A. of the Scope of Work</p> <p><b>Deliverable due date:</b> January 30, 2018</p>	<p>Completion of one (1) Stakeholder Engagement Strategy.</p> <p>Completion of the deliverable as evidenced by submission of the following documentation:</p> <ul style="list-style-type: none"> <li>• Final copy of the Stakeholder Engagement Strategy</li> </ul> <p>Grantee shall submit copies of all required documentation on paper or electronically in MS Word or PDF format, and all maps on a compact disc in PDF format with ArcGIS compatible shapefiles.</p>	Not to exceed \$4,000.	Failure to perform the minimum level of service or failure to complete this deliverable on time shall result in financial consequences, as set forth in paragraph 9 of this Scope of Work.
<p><b>2. Competitive Florida Kick-Off Meeting</b> in accordance with Section 1.B. of the Scope of Work</p> <p><b>Deliverable due date:</b> January 30, 2018</p>	<p>Grantee to conduct one (1) program kick-off meeting.</p> <p>Completion of the deliverable as evidenced by submission of the following documentation:</p> <ul style="list-style-type: none"> <li>• Formal kick-off meeting invitation</li> </ul>	Not to exceed \$4,000.	Failure to perform the minimum level of service or failure to complete this deliverable on time shall result in financial



	<ul style="list-style-type: none"> <li>• List of invitees</li> <li>• Meeting agenda</li> <li>• Sign-in sheet</li> <li>• Meeting summary</li> </ul> <p>Grantee shall submit copies of all required documentation on paper or electronically in MS Word or PDF format.</p>		consequences, as set forth in paragraph 9 of this Scope of Work.
<p><b>3. Community Conversations</b> in accordance with Section 1.C. of the Scope of Work</p> <p><b>Deliverable due date:</b> March 16, 2018</p>	<p>Grantee to conduct a minimum of two (2) community meetings</p> <p>Completion of the deliverable as evidenced by submission of the following documentation for each meeting:</p> <ul style="list-style-type: none"> <li>a. Agenda</li> <li>b. Attendance sign-in sheet</li> <li>c. Meeting minutes</li> <li>d. One (1) copy of public meeting notice</li> <li>e. One (1) copy of the Community Conversations report</li> </ul> <p>Grantee shall submit copies of all required documentation on paper or electronically in MS Word or PDF format.</p>	Not to exceed \$8,000.	Failure to perform the minimum level of service or failure to complete this deliverable on time shall result in financial consequences, as set forth in paragraph 9 of this Scope of Work.
<p><b>4. Community Asset Inventory</b> in accordance with Section 1.D. of the Scope of Work</p> <p><b>Deliverable due date:</b> March 30, 2018</p>	<p>Completion of one (1) Community Asset Inventory List.</p> <p>Completion of the deliverable as evidenced by submission of the following documentation:</p> <ul style="list-style-type: none"> <li>1. Asset inventory list</li> </ul> <p>Grantee shall submit copies of all required documentation on paper or electronically in MS Word or PDF format, and all maps on a compact disc in PDF format with ArcGIS compatible shapefiles.</p>	Not to exceed \$3,000.	Failure to perform the minimum level of service or failure to complete this deliverable on time shall result in financial consequences, as set forth in paragraph 9 of this Scope of Work.

<p><b>5. Asset Mapping Exercise in accordance with Section 1.E. of the Scope of Work</b></p> <p><b>Deliverable due date:</b> April 30, 2018</p>	<p>Completion of one (1) Community Asset Mapping Exercise and participation of one local representative in another FY17-18 Competitive Florida Community's Asset Mapping Exercise.</p> <p>Completion of the deliverable as evidenced by submission of the following:</p> <ol style="list-style-type: none"> <li>2. One (1) written follow-up strategy report</li> <li>3. One (1) attendance sheet from another community's asset mapping exercise indicating community attendance at that exercise.</li> </ol> <p>Grantee shall submit copies of all required documentation on paper or electronically in MS Word or PDF format.</p>	<p>Not to exceed \$4,000.</p>	<p>Failure to perform the minimum level of service or failure to complete this deliverable on time shall result in financial consequences, as set forth in paragraph 9 of this Scope of Work.</p>
<p><b>6. Draft Economic Development Strategy in accordance with Section 1.F. of the Scope of Work</b></p> <p><b>Deliverable due date:</b> May 31, 2018</p>	<p>Completion of one (1) draft Economic Development Strategy.</p> <p>Completion of the deliverable as evidenced by submission of the following:</p> <ol style="list-style-type: none"> <li>4. One (1) draft copy of the Economic Development Strategy, as reviewed and approved by DEO.</li> </ol> <p>Grantee shall submit copies of all required documentation on paper or electronically in MS Word or PDF format, and all maps on a compact disc in PDF format with ArcGIS compatible shapefiles.</p>	<p>Not to exceed \$7,000.</p>	<p>Failure to perform the minimum level of service or failure to complete this deliverable on time shall result in financial consequences, as set forth in paragraph 9 of this Scope of Work.</p>

<p><b>7. Final Economic Development Strategy and Competitive Florida Partnership Symposium in accordance with Section 1.G. of the Scope of Work</b></p> <p><b>Deliverable due date:</b> June 15, 2018</p>	<p>Completion of one (1) Economic Development Strategy</p> <p>Completion of the deliverable as evidenced by submission of the following:</p> <ol style="list-style-type: none"> <li>5. One (1) final copy of the Economic Development Strategy</li> <li>6. A representative of the City of Willison in attendance at the annual Competitive Florida Partnership Symposium, date/location TBA.</li> <li>7. The presentation give at the Competitive Florida Partnership Symposium</li> </ol> <p>Grantee shall submit copies of all required documentation on paper or electronically in MS Word or PDF format, and all maps on a compact disc in PDF format with ArcGIS compatible shapefiles.</p>	<p>Not to exceed \$6,000.</p>	<p>Failure to perform the minimum level of service or failure to complete this deliverable on time shall result in financial consequences, as set forth in paragraph 9 of this Scope of Work.</p>
<p><b>Total Cost Not to Exceed: \$36,000</b></p>			

**Community Planning Technical Assistance  
Grant Agreement  
State of Florida Department of Economic Opportunity**

**Agreement # P0280**

City Commission Meeting  
February 19, 2018

**AGENDA ITEM #5:** Additional PCSO Deputy for Polk City

INFORMATION ONLY  
 ACTION REQUESTED

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**ISSUE:** Discussion regarding Polk City having an additional PCSO Deputy.

**ATTACHMENTS:** N/A

**ANALYSIS:** At the last meeting Commissioner Kimsey advised he would like to discuss the possibility of having an additional Deputy in Polk City. The estimated cost of an additional Deputy for the first year is \$80,000; the contract with the Sheriff's Office would need to be amended.

**STAFF RECOMMENDATION:** N/A

**City Commission Meeting  
February 19, 2018**

**AGENDA ITEM #6:           CITY COMMISSIONERS TO PRESENT INDIVIDUAL PLAN  
FOR REQUIRED VEHICLES**

       INFORMATION ONLY  
  X   ACTION REQUESTED

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**ISSUE:**           Each City Commissioner will present their individual plan for required vehicles

**ATTACHMENTS:**   None

**ANALYSIS:** The City Commission held a workshop on Monday, February 5, 2018, to discuss the current vehicles and what vehicles that were needed for operations (Public Works and Utilities). There were many ideas discussed; however, at the conclusion of the meeting Mayor LaCascia advised this topic would be an Agenda Item at the February 19 meeting, and each Commissioner will be asked to present their plan for required vehicles.

**STAFF RECOMMENDATION:**   Commission to adopt a plan for vehicles that is needed in the operation of Public Works, Water and Wastewater.