



CITY COUNCIL MEETING ZEPHYRHILLS, FLORIDA

**Monday, October 11, 2021
6:00 PM**

**Zephyrhills
City Hall**

**Council
Chambers**

Call to Order – Council President W. Alan Knight
Roll Call – City Clerk Lori Hillman
Invocation – Pastor Russell Guynn
Pledge of Allegiance – Council President W. Alan Knight

1. MAYOR

1.1 Zephyrhills High School JROTC Presentation

1.2 Century Boats Proclamation

1. Century Boats Proclamation

1.3 See, Click, Fix - Non-Emergency Request and Work Management Software Application -
Presentation

2. CONSENT ITEM

2.1 Approval of Grant Agreement No. 24-21-08 - Competitive Florida Partnership Grant -
State of Florida Department of Economic Opportunity

1. Economic Resiliency Plan and Florida Competitive Partnership Grant

2.2 Approval of Agreement No. 41-21-29 - Statewide Mutual Aid Agreement - Florida
Division of Emergency Management

1. Statewide Mutual Aid Agreement

- 2.3 Approval of Resolution No. 783-21 Amending Resolution 578-07 Establishing Compensation for the Mayor and City Council Members.

1. Resolution 783-21 - Council Compensation

3. BUSINESS ITEMS/PUBLIC HEARING

- 3.1 Second Reading of Ordinance No. 1421-21 - Property Rights Element In The Comprehensive Plan
ORDINANCE NO. 1421-21 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, SPECIFICALLY ADDING A PROPERTY RIGHTS ELEMENT (CHAPTER 11) FOR TRANSMITTAL AND AN EFFECTIVE DATE."

1. Ordinance 1421-21 Comprehensive Plan Text Amendment - Property Rights Element

- 3.2 Second Reading of Ordinance 1428-21 - Future Land Use Map Amendment and Rezoning for Simons Property - Parcel ID. 04-26-21-0000-00200-0000
ORDINANCE NO. 1428-21 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, APPROVING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT FROM COUNTY RES-6 TO CITY RU (RESIDENTIAL URBAN), AND AMENDING THE ZONING FROM COUNTY AC TO CITY PUD (PLANNED UNIT DEVELOPMENT), FOR PARCEL 04-26-21-0000-00200-0000 PROVIDING FOR TRANSMITTAL AND AN EFFECTIVE DATE."

1. Simons Anex- FLU & Zoning staff report
2. Ordinance 1428-21 Marianne M. Simons Trust FLU- Zoning

4. CITY MANAGER'S REPORT

- 4.1 Approval of Fee Proposal for Architectural Services - Design Services of SVB Phase II - Furr, Wegman & Banks Architects, P.A.

1. City of Zephyrhills SVB Indoor Tennis - Architectural Services Proposal - 09-20-21
2. SCHEDULE OF HOURLY RATES - Including Consulting Engineers

- 4.2 Approval of Task Assignment 18-07 - Engineering Design Services for SVB Phase II - Cornelison Engineering & Design, Inc.

1. 2021-10-01 - COZ Exhibit F-Task Assignment 18-07 SVBTC

- 4.3 Approval of Piggyback Agreement No. 41-21-30 with North Star Place Branding & Marketing

1. Newport News 21-3018-6225 Contract - Fully Executed
2. 41-21-30 North Star Place Branding & Marketing Piggyback Agreement

- 4.4 Discussion of The Greater Zephyrhills Chamber of Commerce's Proposal To Lease The Train Depot

1. Train Depot Proposal 10.1.21

CITIZEN COMMENTS

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

ADJOURN

*** PLEASE NOTE: This is a Public Meeting. Should any interested party seek to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. F.S. 286.0105. If you are a person with a disability which requires reasonable accommodation in order to participate in this meeting, please contact the City Clerk at 813/780-0000 at least 48 hours prior to the public hearing. A.D.A. and F.S. 286.26.**



PROCLAMATION

WHEREAS, National Manufacturing Day celebrates those manufacturing businesses that continue to create products and unlock new technologies to grow our economy and create jobs; and

WHEREAS, more than 1,600 American manufacturers will open their doors and participate in Manufacturing Day in an effort to inspire young people to pursue careers in manufacturing and engineering; and

WHEREAS, on National Manufacturing Day, we celebrate all those who proudly stand behind our goods and services made in America, and we renew our commitment to winning the race for the jobs of tomorrow; and

WHEREAS, Century Boats, a classic American boat company based in Zephyrhills, Florida was founded in Milwaukee, Wisconsin in 1926 by two brothers, James and William Welch. Although William and James Welch sold their ownership in 1930, Century went on to become one of the most innovative and stylish boat lines of the era; and

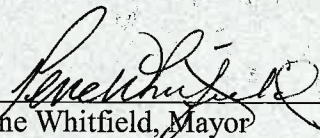
WHEREAS, During World War II, Century Boats had a contract to build and deliver 3,600 vessels. It received the Army-Navy "E" Award for excellence in production material. By 1950, the company had 343 authorized dealers and used the marketing slogan "The Thoroughbred of Boats."

BE IT RESOLVED NOW, THEREFORE, I, Gene Whitfield, by virtue of the authority vested in me as Mayor of the City of Zephyrhills, do hereby proclaim the first Friday in October

"National Manufacturing Day"

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Zephyrhills, Pasco County, Florida on this 11th day of October, 2021.




Gene Whitfield, Mayor

Attest: 
Lori L. Hillman, City Clerk

CONSENT ITEM 2.1

Approval of Grant Agreement No. 24-21-08 - Competitive Florida Partnership Grant - State of Florida Department of Economic Opportunity

Issue:

Request Council's approval of the Florida Competitive Partnership Grant agreement for assistance with creating an Economic Resiliency Plan.

Background:

Economic resiliency (a community's ability to overcome stresses and negative impacts) was highlighted in 2020 with the pandemic and is vital in the State of Florida where we are vulnerable to a wide range of natural disasters. The Competitive Florida Partnership Grant is a community and asset-based economic development program that will assist the City in creating an Economic Development and Disaster Resiliency Plan. The Economic Development and Disaster Resiliency Plan will be an action-based plan which identifies our strengths, weaknesses, threats, and opportunities; establishes goals for increased economic activity; and includes a disaster preparedness and resiliency component specific to our community.

Attachment(s):

1. Economic Resiliency Plan and Florida Competitive Partnership Grant

Fiscal Impact:

Grant Award of \$35,000.00

Staff Recommendation:

Staff recommends approval of the Competitive Florida Partnership Grant agreement with the Florida Department of Economic Opportunity.

**COMPETITIVE FLORIDA PARTNERSHIP
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 **City of Zephyrhills** ("Grantee"). DEO and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, DEO has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- **Attachment 1: Scope of Work**
- **Attachment 1-A: Grant Agreement Final Closeout Form**
- **Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements**
- **Attachment 3: Audit Compliance Certification**
- **Attachment 4: 15 Ways to Make Florida Communities More Competitive**

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly-authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2021 (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2022 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period".

B. FUNDING

This Agreement is a **cost reimbursement** Agreement. DEO shall pay Grantee up to **Thirty-five Thousand Dollars (\$35,000.00)** in consideration for Grantee's performance under this Agreement. DEO, in its sole and absolute discretion, may provide Grantee an advance of Award Funds under this Agreement. Travel expenses are authorized under this Agreement. Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with s. 112.061, F.S., and the Invoice Submittal Procedures delineated in Attachment 1: Scope of Work. DEO shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period. In

conformity with s. 287.0582, F.S., the State of Florida and DEO's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. DEO shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including DEO); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including DEO), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. DEO may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures.

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, EFT shall make invoice payments.

D. RENEGOTIATION OR MODIFICATION

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes to this Agreement necessary. In addition to changes necessitated by law, DEO may at any time, with written notice to Grantee, make changes within the general scope and purpose of this Agreement, at DEO's sole and absolute discretion. Such changes may include modifications of the requirements, changes to processing procedures, or other changes as decided by DEO. Grantee shall be responsible for any due diligence necessary to determine the impact of each aforementioned modification or change. Any Grantee requests for modification of this Agreement must be in writing and duly signed and dated by all Parties in order to be valid and enforceable.

E. AUDITS REQUIREMENTS AND COMPLIANCE

1. **Section 215.97, Florida Statutes ("F.S.")**. Grantee shall comply with all applicable provisions of s. 215.97, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to DEO any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

2. **Audit Compliance.** Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance.** DEO is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to DEO under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with DEO to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify DEO of the receipt and content of any request by sending an e-mail to PRRequest@deo.myflorida.com within one business day after receipt of such request. Grantee shall indemnify, defend, and hold DEO harmless from any violation of Florida's public records laws wherein DEO's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with Section 501.171, F.S. DEO may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.
2. **Identification of Records.** Grantee shall clearly and conspicuously mark all records submitted to DEO if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery 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 as long as those records are confidential and exempt pursuant to Florida law. If DEO's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.
3. **Keeping and Providing Records.** DEO and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. The Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. DEO may request copies of any records made or received in connection with this Agreement, or arising out of Grantee's use of Award Funds, and Grantee shall provide DEO with copies of any records within 10 business days after DEO's request at no cost to DEO. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to DEO includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, the 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 this Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon

request from DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.

4. **Audit Rights.** Representatives of the State of Florida, DEO, the State Chief Financial Officer, the State Auditor General, 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.
5. **Single Audit Compliance Certification.** Annually within 60 calendar days of the close of Grantee's fiscal year, 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. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between DEO and Grantee.
6. **Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.
7. **Contact Custodian of Public Records for Questions. 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 CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at 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.**

G. TERMINATION

1. **Termination due to 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 written notice 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 paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute DEO's default under this Agreement.
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. 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 DEO's sole and absolute discretion that it is in DEO's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as DEO otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.
4. **Grantee's Responsibilities Upon Termination:** If DEO issues a Notice of Termination to Grantee, except as DEO otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work DEO does not terminate; (3) 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 (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to DEO all property and materials belonging to DEO pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.
5. **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 FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, 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 FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within 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 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 FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section 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 FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, 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 terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), 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. DEO may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is 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 engaged in business operations in Cuba, or Syria.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

Prior to execution of this Agreement, Grantee must disclose in a written statement to DEO's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving Grantee (and each subcontractor). Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. 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. 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 about Grantee's ability or willingness to perform the Agreement, then upon DEO's request, Grantee shall provide to DEO's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) 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.

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. **Limitations on Advertising of Agreement.** DEO does not endorse any Grantee, commodity, or service. 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 employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services required by the Agreement.
2. **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.

K. INVOICES AND 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 (<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>), with detail sufficient for a proper pre-audit and post-audit thereof. Grantee shall comply with the Invoice Submittal and Payment provisions of Section 10 of Attachment 1, Scope of Work, and with the following requirements:
 - 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 Grantee's invoice number, an invoice date, the dates of service, the deliverable number, a description of the deliverable, a statement that the deliverable has been completed, and the amount being requested. 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.
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: <https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm>
5. Grantee shall submit the final invoice for payment to DEO no later than **60** 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.

L. RETURN OR RECOUPMENT OF FUNDS

- 1. Recoupment.** Notwithstanding anything in this Agreement to the contrary, DEO has an absolute right to recoup Award Funds. DEO may refuse to reimburse Grantee for any cost if DEO determines that such cost was not incurred in compliance with the terms of this Agreement. DEO may demand a return of Award Funds if DEO terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of DEO's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.
- 2. Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) Grantee's performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to DEO.
- 3. Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to DEO within 30 days of Grantee's discovery of an Overpayment, or receipt of notification from DEO that an Overpayment has occurred. DEO is the final authority as to what may constitute an Overpayment of Award Funds. 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 may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.
- 4. Right of Set-Off.** DEO and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to DEO with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

M. INSURANCE

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

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this 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.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to DEO.

DEO shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at DEO's sole and absolute discretion, after DEO's review of Grantee's insurance coverage when Grantee is unable to comply with DEO's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar 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 an insurer cancels any applicable coverage 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 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to DEO's Agreement Manager with each insurance renewal.

N. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

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.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

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.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon written consent of the recipient, or Recipients' responsible parent or guardian when authorized by law, if applicable.

When Grantee has access to DEO's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable DEO Information Technology Security procedures and policies. Grantee (including its employees, subcontractors,

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.

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.

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 written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "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.

O. 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.

P. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate DEO 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.

Q. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S. (equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature).
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 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 Grantee purchases or DEO furnishes under this Agreement.
6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.

7. Upon the Expiration Date of this Agreement Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to DEO a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee, Grantee shall provide written notice of any such planned disposition and await DEO's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. DEO, in its sole discretion, may require Grantee to refund to DEO the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

R. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant 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 years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify DEO in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, DEO shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

S. CONSTRUCTION AND INTERPRETATION

The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to

time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to “\$” shall mean United States dollars. The term “Grantee” includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee’s behalf. The term “DEO” includes the State of Florida and any successor office, department, or agency of DEO, and any person or entity which has been duly authorized to and has the actual authority to act or perform on DEO’s behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement, and each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

T. 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 5% interest in Grantee or its affiliates.

U. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. DEO has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

V. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. Section 448.095, F.S., requires the following:

- a. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
- b. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person’s employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee’s employment eligibility upon the renewal or extension of his or her contract.

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. There is no charge to employers to use E-Verify. The Department of Homeland Security’s E-Verify system can be found at: <https://www.e-verify.gov/>.

3. If Grantee does not use E-Verify, Grantee shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

W. NOTIFICATIONS 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.

X. 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.

Y. ASSIGNMENTS AND SUBCONTRACTS

1. Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of DEO, which consent may be withheld in DEO's sole and absolute discretion. DEO is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.
2. Grantee agrees to 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, it is understood by Grantee that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law. Grantee further agrees that DEO shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will defend DEO against such claims.
3. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee employees, subcontractors, or agents performing work under the Agreement must comply with all DEO security and administrative requirements identified herein. DEO may conduct, and Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Grantee. 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 identified herein. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. DEO may

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reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.

4. Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to Grantee. 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. In addition, 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. Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from DEO in accordance with section 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor. Grantee's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one (1) 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 fifteen (15) percent 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) 245-7471 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.

Z. ENTIRE AGREEMENT; SEVERABILITY

This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, 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. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

AA. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

1. **Waiver.** No waiver by DEO of any of provision herein shall be effective unless explicitly set forth in writing and signed by DEO. No waiver by DEO may be construed as a waiver of any

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failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by DEO to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.

2. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.
3. **Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.
4. **Dispute Resolution.** DEO shall decide disputes concerning the performance of the Agreement, and DEO shall serve written notice of same to Grantee. DEO's decision shall be final and conclusive unless, within 21 calendar days from the date of receipt, Grantee submits a petition for an administrative hearing to DEO's Agency Clerk. DEO's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 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.

BB. INDEMNIFICATION

1. If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.
2. 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, defend, and hold harmless the State and DEO, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of DEO or the State proximately caused.
3. 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 this Agreement. 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 Grantee's 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 for DEO the right to continue using the product, Grantee shall remove the product and refund DEO the amounts paid in excess of a reasonable fee, as determined by DEO in its sole and absolute discretion, for past use. DEO shall not be liable for any royalties.

4. Grantee's obligations under the two immediately preceding paragraphs above, 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.
5. 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.

CC. CONTACT INFORMATION FOR GRANTEE AND DEO

Grantee's Agreement Manager:

Audrey McGuire

Historic Preservation Specialist & Community
Planner

City of Zephyrhills

5335 Eighth Street,

Zephyrhills, FL 33542-4312

Telephone: 813-780-0002

Email: amcguire@ci.zephyrhills.fl.us

DEO's Agreement Manager:

Joshua Askey

Department of Economic Opportunity

107 East Madison Street, MSC 160

Tallahassee, FL 32399-4120

Telephone: (850) 717- 8506

Facsimile: (850) 717-8522

Email: joshua.askey@deo.myflorida.com

DD. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph, and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. 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 email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

EE. 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 instruments.

[Rest of page left intentionally blank; Attachments to follow after signature page]

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IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

DEPARTMENT OF ECONOMIC OPPORTUNITY

CITY OF ZEPHYRHILLS, FLORIDA

By _____
 Signature
 Kate Doyle

 Interim Deputy Secretary
 Title Division of Community Development

 Date _____

By _____
 Signature
 W. Alan Knight

 Council President
 Title _____
 Date 10-11-2021

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. PROJECT DESCRIPTION: Pursuant to section 163.3168, Florida Statutes (F.S.), and specific appropriation 2235, Chapter 2021-2022, Laws of Florida, the Competitive Florida Partnership grant program provides direct 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.

The Grantee has been awarded funds under the Competitive Florida Partnership Grant Program to complete a review of existing economic development and disaster preparedness documents, facilitate public participation efforts to undertake outreach and engagement with residents, take a comprehensive inventory of its assets, and prepare an action-oriented economic development and disaster preparedness strategy.

2. GRANTEE RESPONSIBILITIES:

Grantee shall timely perform the deliverable(s) as defined in the Agreement and this Scope of Work prior to the end of the Agreement Period.

2.1 Deliverable 1: Prepare Economic Development and Resiliency Plan.

Using “15 Ways to Make Florida Communities More Competitive” (Attachment 4) as a guide, Grantee shall develop and publish an economic development and resiliency plan, incorporating a specific disaster preparedness and resiliency component specific to Grantee’s community. Grantee shall submit a final plan to DEO for approval.

Throughout the process, Grantee must seek community input and participation by holding a minimum of three (3) publicly noticed meetings, including:

- A minimum of one (1) community asset inventory process facilitated by DEO; and
- A minimum of two (2) publicly noticed meetings to gather community input, at least one (1) of which shall be held after the community inventory process.

3. DEO’S RESPONSIBILITIES:

3.1 Monitor the ongoing activities and progress of Grantee as DEO deems necessary, to verify that all activities are being performed in accordance with the Agreement;

3.2 Perform Agreement management responsibilities as stated herein;

3.3 Reply to reasonable inquiries pursuant to the Agreement and,

3.4 Review Grantee’s invoices for accuracy and thoroughness, and if accepted process invoices on a timely basis.

4. DELIVERABLE:

Grantee agrees to provide the following services as specified prior to the end of the agreement period:

Deliverable No. 1 – Economic Development and Disaster Resiliency Plan		
	Minimum Level of Service	Financial Consequences
Develop and Complete Economic Development and Resiliency Plan in accordance with Scope of Work Section 2.1. Deliverable due date: May 27, 2022	Completion of Economic Development Resiliency Plan and Community Inventory Process Report. Required Documentation: • Public notice of a minimum of two (2) public meetings requesting community input for the Economic Development and Resiliency Plan; • A copy of the Meeting Agenda for each public meeting; • Completed community inventory process report; • Copy of agreement with vendor to prepare Economic Development and Resiliency Plan; • Invoice from vendor; • Proof of Payment; and • Final copy of Economic Development and Resiliency Plan.	DEO will withhold payment until the Economic Development and Resiliency Final Plan has been submitted to and approved by DEO.
Total Cost Not to Exceed \$35,000.00		

5. Reporting.

- A. **Quarterly.** Grantee shall provide a quarterly report, provide date of public meetings, meeting agendas, percentage of completion for asset mapping and Economic Development and Disaster Resiliency Plan, and a listing of all progress relating to the Deliverable in Section 4. Quarterly reports are due to DEO within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, 2021, December 31, 2021, March 31, 2022, and June 30, 2022. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, the Minority and Service-Disabled Veteran Business Enterprise Report, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the Grantee's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement.
- B. **Minority and Service-Disabled Veteran Business Enterprise Report.** Quarterly, Grantee shall provide a 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 and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. DEO's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

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- C. **Close-out Report.** No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.
6. **SUBCONTRACTS.** In accordance with **Section Y., Assignments and Subcontracts**, of this Agreement and subject to the terms and conditions in sections Y.1. 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(s) 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.
7. **DELIVERABLE DUE DATE.** The "deliverable due date" is the date the deliverable must be received by DEO by 11:59 p.m. on that date. For extensions of deliverable due dates, see Section 13 of this Scope of Work.
8. **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 11:59 p.m. on that day.
9. **INVOICE SUBMITTAL AND PAYMENT SCHEDULE:** DEO shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the Funding Requirements of s. 215.971(1), F.S., Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.
- A. Grantee shall provide one invoice for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. DEO may request any information from Grantee that DEO deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures, available at: <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>. Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until DEO accepts and approves the invoiced deliverable(s) and any required report(s). At DEO's option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to DEO no later than 60 days after this Agreement ends and DEO may, at DEO's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.
- 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, and the invoice period. Grantee shall submit the following documents with the itemized invoice:

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1. A cover letter signed by the Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 4, Deliverables, of this Scope of Work; (3) have been paid; and (4) were incurred during the Agreement period.
 2. Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
 3. Travel documentation in accordance with s. 112.061, F.S., with a completed State of Florida Travel Reimbursement Form, available at:
<https://www.myfloridacfo.com/Division/AA/Forms/DFS-AA-15VoucherforReimbursement.xlsx>;
 4. A copy of all supporting documentation for vendor payments;
 5. A copy of the cancelled check(s) specific to the project; and
 6. A copy of the bank statement that includes the cancelled check.
- C. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under the Agreement.
- D. All documentation necessary to support payment requests must be submitted with Grantee's invoice for DEO's review.
- E. Payment shall be provided to Grantee in accordance with **Section K., Invoices and Payments**, of this Agreement.
- 10. SUBMITTAL, REVIEW AND ACCEPTANCE OF DELIVERABLES; NOTICE; OPPORTUNITY TO CURE.**
 Grantee shall submit all deliverables to DEO's Agreement Manager. DEO will review all work submitted for payment under the deliverables and will determine in DEO's sole and absolute discretion whether the deliverables are sufficient to satisfy the requirements in this Scope of Work. Within 15 business days after receipt of a deliverable, DEO shall provide written notice to Grantee by electronic mail of DEO's determination that the deliverable is sufficient and is accepted or that the deliverable is not sufficient to satisfy the requirements in the Scope of Work and how the Grantee can address the insufficiency. If DEO determines that a deliverable is not sufficient under this Agreement, Grantee shall have 10 business days from the date of receipt of notice from DEO to correct the insufficiency, and during this 10 business day period, the financial consequences specified in Section 12 of this Scope of Work will not be assessed. DEO may extend this timeframe in writing (which may be by electronic mail) if Grantee is actively working with DEO to resolve the insufficiency; provided, however, that any extension of time under this section will not extend the Agreement Period in Section A. of this Agreement. An extension of time under this section does not require an amendment to this Agreement. Payment for a deliverable shall not be due until DEO notifies the Grantee's Agreement Manager in writing that the deliverable or corrected deliverable is sufficient under the Scope of Work and is accepted by DEO.
- 11. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM:** Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section 4, Deliverables, will result in DEO's assessment

of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect DEO's right to terminate the Agreement as provided elsewhere in the Agreement.

12. PRELIMINARY DRAFT DELIVERABLES; DEO REVIEW AND COMMENT. Unless preliminary draft deliverables are required under Sections 2 or 4 of this Scope of Work, above, Grantee is encouraged, but not required, to submit preliminary drafts of all substantive written deliverables (e.g., proposed plan amendments, reports) to DEO for review and comment no later than ten (10) business days before the deliverable due date. If DEO provides comments, Grantee is urged to address them in the deliverable submitted to DEO for payment. If submission of a preliminary draft deliverable is required under Sections 2 or 4 of this Scope of Work, above, DEO shall provide comments to the Grantee no later than four business days before the deliverable due date.

13. EXTENSIONS OF TIME OF DELIVERABLE DUE DATES. Notwithstanding **Section D., Renegotiation or Modification**, 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 requested by Grantee's Agreement Manager (not Grantee's consultant or subcontractor) in accordance with the following:

- A. Requests for extension of one or more deliverable due dates shall be submitted by Grantee's Agreement Manager in writing (which may be by electronic mail) to DEO's Agreement Manager **no later than four (4) business days before the deliverable due date** (or the earliest of multiple due dates for which the extension is requested);
- B. A request for extension from Grantee's Agreement Manager 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 and procedure do not apply to an extension of the Agreement Period defined in **Section A., Agreement Period**, of this Agreement.

14. ADVERTISING AND INFORMATION RELEASE. Notwithstanding **Section J., Advertising and Sponsorship Disclosure**, and **Section F., Records and 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 Competitive Florida Partnership Grant from DEO for the work described in this Scope of Work.

15. NOTIFICATION OF INSTANCES OF FRAUD. Instances of Grantee's operational fraud or criminal activities shall be reported to DEO's Agreement Manager in writing within twenty-four (24) chronological hours.

16. 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.

17. 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.

18. 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.

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Attachment 1A

Ron DeSantis
GOVERNOR



Dane Eagle
SECRETARY

GRANT AGREEMENT FINAL CLOSEOUT FORM

FLAIR Contract ID:	_____	_____	_____
Recipient Name:	_____	Contract Amount	_____
Vendor ID:	_____	Deobligated Funds	_____
Contract End Date:	_____	Final Contract Amount	_____

Section A: Financial Reconciliation

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

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
Total Program Income	\$0.00	\$0.00	\$0.00

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: _____

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 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (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 §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event the 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 nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the 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 in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial

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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 nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For 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), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 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 June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If 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, F.S., the cost of the audit must be paid from the nonstate 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).

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.)

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form 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

or

Paper (hard copy):
 Department Economic Opportunity
 MSC # 75, 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, Florida 32399-1450
- The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.
3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:
- | | | |
|--|----|--|
| Electronic copies (preferred):
Audit@deo.myflorida.com | or | Paper (hard copy):
Department Economic Opportunity
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126 |
|--|----|--|
4. Any reports, management letters, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit 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. 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.

EXHIBIT 1 to Attachment 2

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

N/A

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

N/A

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: **DEPARTMENT OF ECONOMIC OPPORTUNITY – CSFA 40.024 – GROWTH MANAGEMENT IMPLEMENTATION - \$ 35,000.00**

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

- **ACTIVITIES ARE LIMITED TO THOSE IN THE SCOPE OF WORK.**

NOTE: 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 recipient.

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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

ATTACHMENT 4

15 Ways to Make Florida Communities More Competitive

The Competitive Florida Partnership advocates for a holistic approach to job creation that goes beyond recruitment of new businesses and industries. For this reason, the components listed below should be considered when determining what to include in your economic development vision and strategy.

There are many actions a community can take to attract new industry and keep the industries they currently have, while working to build partnerships and encourage innovative community design. For further guidance, tips and tools on each of the topics listed below, please visit the Competitive Florida website.

Take a Whole Community Approach to Planning and Implementation.

Arguably one of the most important aspects of community development and increasing competitiveness is having a long-term vision that lays out future development priorities and actions with which to plan for improved economic development. In addition, it is vital for a community to develop or participate in a countywide economic development organization that serves as the lead agency for coordinating future projects in the community's surrounding area. DEO recommends that the community view their local comprehensive plan as a tool for promoting economic development.

Work to Retain Current Businesses and Support their Expansion.

Historically, up to 80 percent of net new job growth comes from the expansion and enhancement of existing businesses. For this reason, it is important that communities support existing businesses and give them the tools they need to grow their businesses and explore new opportunities.

Attract New Businesses and Industries.

A new business or industry in a community can not only increase the number of jobs, but can also work to diversify the economy. A diverse economy is more resilient to the ups and downs experienced by all communities.

Build Human Capacity and Develop the Workforce.

It's important to ensure that those in need of jobs are ready to enter the workforce. Programs that work towards building human capacity can help to reduce unemployment rates by increasing the skills of the labor pool and take steps to end the cycle of multi-generational poverty.

Encourage Innovation and Entrepreneurship.

When developing strategies for economic development, communities may overlook one of the most important community assets: local entrepreneurs. There is evidence that small businesses generate 75 percent of the net new job growth in the United States. Communities that foster the growth of these individuals and encourage innovation are likely to be more competitive. In fact, communities are unlikely to capture the "big fish," a major industrial facility, unless their local entrepreneurs are succeeding.

Create and Preserve Sense of Place and Important Resources.

The local economy in Florida communities is often driven and supported by natural, cultural, and historical resources that make it a unique place. It's important to prioritize and preserve these local assets to ensure they continue to add value to the community.

Build Community Leadership.

Successful communities are built by passionate leaders who love their hometown and want to see amazing things happen. Communities can do things to support these champions and foster the development of new local leadership along the way.

Improve Resiliency to Disasters.

Coastal storms and other hazards are part of the way of life in Florida. By taking steps to increase disaster resiliency, communities can ensure that local government services, businesses, and the overall economy can rebound quickly and efficiently after a disaster. Promoting hazard mitigation techniques to residents and business owners can also decrease the amount of damage to structures and impact to the local economy caused by future disasters.

Provide Quality Education.

Our schools are training the next generation of members of the local workforce. Excellent K-12 and post-secondary educational opportunities help improve the ability of future generations to enhance the local economy. In addition, they act as an attractive feature for businesses looking for a new location.

Support Neighborhood District Revitalization.

Safe neighborhoods where people can live, shop, work, and play are an important feature to any community wishing to lure in new opportunities. Supporting neighborhood district revitalization draws upon the understanding that efforts led by the community members themselves result in great places that are self-sustained due to community leadership having a stake in the outcome.

Encourage Commercial District Revitalization.

Commercial district revitalization efforts can breathe life into downtown corridors that may otherwise be suffering. In communities with declining downtown or commercial centers, visioning efforts driven by community and business leaders can help a community retain current businesses and attract new opportunities to important town centers.

Increase the Availability of Affordable Housing for the Workforce.

The availability of housing that is priced appropriately for the industries a community is trying to attract or retain is key element of enhancing the ability of a community to grow its economy. Communities should explore grant opportunities and planning strategies that promote affordable housing for the workforce.

Provide and Promote Recreational Opportunities.

Communities should prioritize quality of life factors that make it an attractive place to live, work, and play. Recreational opportunities are not only essential for the promotion of a destination community, but also provide a competitive advantage when trying to attract new businesses and industries.

Ensure the Availability of Quality Healthcare Facilities.

Access to quality healthcare facilities is vital to community growth. Infrastructure such as hospitals, senior care and specialized medical practices can help support a growing population of employees.

Furthermore, these facilities are essential for part-time residents wishing to locate to your community. Programs that promote opportunities to age-in-place also encourage lifelong commitments to an area.

Promote Sustainable Building and Economic Development Practices.

Economic development and community planning practices should think ahead to consider future vulnerabilities and take into consideration practices to reduce energy consumption and promote adaptation to changing climates through the promotion of green building and other sustainable practices.



LINE ITEM OPERATING BUDGET

GRANTEE City of Zephyrhills

AGREEMENT# : P0405

AGREEMENT PERIOD:2021-2022

DATE PREPARED:9/7/2021

LINE ITEMS	GRANT AMOUNTS	MATCH AMOUNTS	PROJECT TOTALS
I. PERSONNEL SERVICES			
(a) SALARIES	\$	\$	\$0
(b) FRINGE	\$	\$	\$0
TOTAL PERSONNEL = \$0	\$0	\$0	\$0
	=====	=====	=====
II. EXPENSES			
(a) PROFESSIONAL SERVICES	\$	\$	\$0
(b) TRAVEL	\$	\$	\$0
(d) SUBCONTRACTED SERVICES	\$35,000	\$	\$35,000
(e) OPERATING SUPPLIES	\$	\$	\$0
(f) MARKETING MATERIALS	\$	\$	\$0
(g)* Administrative Costs	\$	\$	\$0
(h)* _____	\$	\$	\$0
<i>*Insert additional items, if necessary</i>	\$	\$	\$0
TOTAL EXPENSES = \$35,000	\$35,000	\$0	\$35,000
	=====	=====	=====
III. EQUIPMENT			
(a) EQUIPMENT	\$	\$	\$0
(b) * _____	\$	\$	\$0
<i>*Insert additional items, if necessary</i>	\$	\$	\$0
TOTAL EQUIPMENT = \$0	\$0	\$0	\$0
	=====	=====	=====
IV. ADMINISTRATION (not to exceed __% of grant total, if applicable)	\$	\$	\$0
(Identify the costs included in Admin, such as Office supplies, postage, rent)	\$	\$	\$0
(a)* _____	\$	\$	\$0
(b) * _____	\$	\$	\$0
(c) * _____	\$	\$	\$0
<i>*Insert additional items, if necessary</i>	\$	\$	\$0
TOTAL ADMINISTRATION \$0	\$0	\$0	\$0
	=====	=====	=====
GRAND TOTALS = \$35,000	\$35,000	\$0	\$35,000
	=====	=====	=====

CONSENT ITEM 2.2

Approval of Agreement No. 41-21-29 - Statewide Mutual Aid Agreement - Florida Division of Emergency Management

Issue:

Request Council's approval of the State of Florida Division of Emergency Management Statewide Mutual Aid Agreement for assistance during an emergency.

Background:

The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services. The Emergency Management Act, Chapter 252, provides each local government of the State of Florida with the authority to develop and enter into Mutual Aid Agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted.

Attachment(s):

1. Statewide Mutual Aid Agreement

Fiscal Impact:

No fiscal impact. If the City is the assisting party, we bill either the Division of Emergency Management or the requesting party for services rendered.

Staff Recommendation:

Staff recommends approval of the Statewide Mutual Aid Agreement with the Florida Division of Emergency Management.



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RON DESANTIS
Governor

Kevin Guthrie
Director

STATEWIDE MUTUAL AID AGREEMENT

This Agreement is between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT ("Division") and the local government signing this Agreement (the "Participating Parties"). This agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

Based on the existence of the foregoing conditions, the parties agree to the following:

ARTICLE I.

Definitions. As used in this Agreement, the following expressions shall have the following meanings:

A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).

B. The “Division” is the Division of Emergency Management

C. The “Participating Parties” to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

D. The “Requesting Parties” to this Agreement are Participating Parties who request assistance during an emergency.

E. The “Assisting Parties” to this Agreement are Participating Parties who render assistance in an emergency to a Requesting Party.

F. The “State Emergency Operations Center” is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during an emergency.

G. The “Comprehensive Emergency Management Plan” is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.

H. The “State Coordinating Officer” is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.

I. The “Period of Assistance” is the time during which any Assisting Party renders assistance to any Requesting Party in an emergency, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

J. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), Florida Statutes, regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

K. An “educational district” is any school district within the meaning of section 1001.30, Florida Statutes and any community school and state university within the meaning of section 1000.21, Florida Statutes.

L. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), Florida Statutes.

M. A “local government” is any educational district or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(e), Florida Statutes.

N. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act.

ARTICLE II.

Applicability of the Agreement. A Participating Party may request assistance under this Agreement for a “major” or “catastrophic disaster” as defined in section 252.34, Florida Statutes. If the Participating Party has no other mutual aid agreement that covers a “minor” disaster or other emergencies too extensive to be dealt with unassisted, it may also invoke assistance under this Agreement for a “minor disaster” or other such emergencies.

ARTICLE III.

Invocation of the Agreement. In the event of an emergency or threatened emergency, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the emergency.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management Agency of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the emergency for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to an emergency pending the assignment of such personnel, equipment, supplies, services and other resources to an emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.

ARTICLE IV.

Responsibilities of Requesting Parties. To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the damage sustained or threatened;

B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;

C. A description of the specific type of assistance needed within each Emergency Support Function;

D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;

E. A description of any public infrastructure for which assistance will be needed;

F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

ARTICLE V.

Responsibilities of Assisting Parties. Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources and capabilities can render assistance. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form B attached to this Agreement, and the completion of Form B by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

F. The estimated costs of the provision of assistance (use FEMA's Schedule of Equipment Rates spreadsheet attached to Form B.)

ARTICLE VI.

Rendition of Assistance. After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) calendar days' notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of *catastrophic* and *major* disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For *minor* disasters and other emergencies, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable,

coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. If personnel of the Assisting Party hold local licenses or certifications limited to the county or municipality of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the support.

ARTICLE VII.

Procedures for Reimbursement. Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.

B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.

D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original

Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot reach a mutual agreement with the Division or the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.

I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.

ARTICLE VIII.

Costs Eligible for Reimbursement. The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment Rates (attached to Form B) , or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Division and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX.

Insurance. Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any

activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X.

General Requirements. Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with section 112.061, Florida Statutes, and any applicable

requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Division under this Agreement shall be sent to the Director, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form C attached to this Agreement. For the purpose of this Section, any such communication may be sent by the U.S. Mail, e-mail, or by facsimile.

ARTICLE XI.

Effect of Agreement. Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the

Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before that date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

F. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with Section E of this Article.

ARTICLE XII.

Interpretation and Application of Agreement. The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions,

obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Party may be required to execute the Agreement with the adopted changes. Your continued or subsequent use of this Agreement following the posting of minor changes to this Agreement will mean you accept those changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: On February 26, 2018, this Agreement was modified by the Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the February 26, 2018 edition for the purposes of becoming a signatory.

IN WITNESS WHEREOF, the Participating Parties have duly executed this Agreement on the date specified below:

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
County Attorney

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

ATTEST:
CITY CLERK

CITY OF ZEPHYRHILLS
STATE OF FLORIDA

By: _____
Lori L. Hillman

By: _____
W. Alan Knight

Title: City Clerk

Title: Council President

Date: October 11, 2021

Approved as to Form:

By: _____
City Attorney Matthew E. Maggard

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

SCHOOL DISTRICT,
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

FOR ADOPTION BY A COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:

BOARD OF TRUSTEES
OF _____
COMMUNITY COLLEGE, STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY, STATE OF FLORIDA

By: _____
Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Board

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

SPECIAL DISTRICT,
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:

BOARD OF TRUSTEES OF

AUTHORITY, STATE OF FLORIDA

By: _____
Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Board

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:

TRIBAL COUNCIL OF THE

TRIBE OF FLORIDA

By: _____
Council Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Council

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

COMMUNITY DEVELOPMENT DISTRICT,
STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

Date: _____

FORM C

CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVES

Name of Government: City of Zephyrhills
Mailing Address: 5335 8th Street
Zephyrhills, FL 33542

Authorized Representative Contact Information

Primary Authorized Representative

Name: W. Alan Knight
Title: Council President
Address: 5335 8th Street - Zephyrhills, FL 33542
Day Phone: 352-516-1436 Night Phone: 352-516-1436
Facsimile: 813-780-0005 Email: aknight@ci.zephyrhills.fl.us

1st Alternate Authorized Representative

Name: William C. Poe, Jr.
Title: City Manager
Address: 5335 8th Street - Zephyrhills, FL 33542
Day Phone: 813-780-0011 Night Phone: 813-838-0069
Facsimile: 813-780-0005 Email: wpoe@ci.zephyrhills.fl.us

2nd Alternate Authorized Representative

Name: _____
Title: _____
Address: _____
Day Phone: _____ Night Phone: _____
Facsimile: _____ Email: _____

PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR

**SAMPLE AUTHORIZING RESOLUTION
FOR ADOPTION OF
STATEWIDE MUTUAL AID AGREEMENT**

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____
_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



Statewide Mutual Aid Agreement Form B



Florida Division of Emergency Management

Section I - Resource Request

This section is to be completed by the **requesting party**. The requesting Party is responsible for reimbursing the assisting party for eligible expenses detailed in Section II.

Requestor Information

Req. Party: Assisting Party:

Event: New/Amended:

Mission #: Mission Type:

Point of Contact

Name: E-Mail Address:

Phone Number: Other:

Deployment Dates (including travel dates)

Date Needed: Date Released:

Deployment Location: Facility Name:

City: Zip Code:

Mission Information

Mission Description:

Resource Capabilities Requested:

Deployment Conditions

Working Conditions:

Comments:

Health & Safety Concerns:

If **YES**, please elaborate below

Comments:

Deployment Logistics

Is Lodging Available?

If **NO**, please elaborate on lodging availability

Comments:

Will meals be provided?

If **NO**, please elaborate on meal availability

Comments:

Will other logistics be provided?

If **YES**, please elaborate

Comments:

Other Mission Information or Comments:

Authorized Representative Approval

Name:

Title:

Signature:

Date:



Statewide Mutual Aid Agreement Form B



Florida Division of Emergency Management

Section II - Cost Estimate

This section is to be completed by the assisting party. This section includes the tabs; Personnel, Travel, Equipment, & Other. All estimated costs should be included in Section II.

Assisting Party Information

Assisting Party Requesting Party:

Event: New/Amended:

Mission #: Mission Type:

Point of Contact

Name: E-Mail Address:

Phone Number: Other:

Deployment Dates (including travel dates)

Date available: Return Date:

Deployment Facility Name:

Location:

City: Zip Code:

Mission Information

Resource capabilities available:

Is this resource self-sustained for at least 72 hours? Or will additional logistics support be needed from the requesting party? Please provide information below.

Deployment Cost Summary

These costs are **estimated** to provide the requesting state an estimate of the expenses they are required to reimburse. Reimbursement will be based upon actual expenses with verifiable documentation provided by the assisting party at the end of the deployment.

Personnel Costs:

\$	-
----	---

Note: FDEM only reimburses for actual hours worked. "Portal-to-Portal," or standby time is not eligible for reimbursement. ICS 214 Forms are required for reimbursement.

Travel Costs:

Meals	\$	-
Lodging	\$	-
Vehicle	\$	-
Total Travel	\$	-

Equipment:

\$	-
----	---

Commodities:

\$	-
----	---

Other (Explain in comments):

\$	-
----	---

Total estimated cost for mission:

\$	-
----	---

Other Comments:

Authorized Representative Approval

Name:

Title:

Signature:

Date:

Statewide Mutual Aid Agreement Form B



Florida Division of Emergency Management

Section II - Travel Cost Estimate

Meals & Per Diem Estimate

Personnel may claim Daily Rate OR Breakfast, Lunch & Dinner. Both cannot be claimed. If requesting party provides meals they are not eligible for reimbursement

[illegible]**Total Meals & Per Diem Estimate:**

\$ -

Lodging Estimate

If requesting party provides lodging it is not eligible for reimbursement.

Accommodations	Nightly Rate	Number of Rooms	Number of Nights	Total
EXAMPLE: Hotel	\$ 150.00	1	14	\$ 2,100.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

Total Estimated Lodging:

\$ -

Vehicle Estimate

Either mileage OR receipts can be claimed; both are not eligible for reimbursement

Vehicle Type	Vehicle Mileage Rate	Estimated Mileage	Daily Rental Rate	Number of Mission Dates	Estimated Fuel	Total
EXAMPLE: Economy Rental			\$ 35.00	16	\$ 200.00	\$ 760.00
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -

Total Vehicle Estimate:

\$ -

Total Estimated Travel:

\$ -



Statewide Mutual Aid Agreement Form B



Florida Division of Emergency Management Section II - Commodities & Other

Commodities Estimate				
Item	Unit Price	Amount	Reason for Purchase	Total
<i>EXAMPLE: Sleeping Bag</i>	\$ 35.00	1	<i>bedding at base camp</i>	\$ 35.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

Total Commodities Estimate:

\$ -

Other Estimated Costs		
Expense	Reason for Purchase	Total
<i>EXAMPLE: Laundry Services</i>	<i>Service not provided at base camp</i>	\$ 25.00

Total Other Costs Estimate:

\$ -

FEMA's SCHEDULE OF EQUIPMENT RATES

**DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
RECOVERY DIRECTORATE
PUBLIC ASSISTANCE DIVISION
WASHINGTON, DC 20472**

The rates on this Schedule of Equipment Rates are for applicant owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 Allowable Costs. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 Appeals.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES
DECLARED BY THE PRESIDENT ON OR AFTER August 15, 2019.

FEMA Code ID		Equipment Description					2019 Updated Rate
Cost Code	Equipment	Specifications	Capacity or Size	HP	Notes	Unit	
8010	Air Compressor	Air Delivery	41 CFM	to 10	Hoses included.	hour	\$ 1.62
8011	Air Compressor	Air Delivery	103 CFM	to 30	Hoses included.	hour	\$ 9.86
8012	Air Compressor	Air Delivery	130 CFM	to 50	Hoses included.	hour	\$ 12.49
8013	Air Compressor	Air Delivery	175 CFM	to 90	Hoses included.	hour	\$ 20.98
8014	Air Compressor	Air Delivery	400 CFM	to 145	Hoses included.	hour	\$ 32.13
8015	Air Compressor	Air Delivery	575 CFM	to 230	Hoses included.	hour	\$ 57.05
8016	Air Compressor	Air Delivery	1100 CFM	to 355	Hoses included.	hour	\$ 95.60
8017	Air Compressor	Air Delivery	1600 CFM	to 500	Hoses included.	hour	\$ 98.55
8040	Ambulance			to 150		hour	\$ 28.09
8041	Ambulance			to 210		hour	\$ 41.18
8050	Board, Arrow			to 8	Trailer Mounted.	hour	\$ 4.53
8051	Board, Message			to 5	Trailer Mounted.	hour	\$ 11.60
8060	Auger, Portable	Hole Diameter	16 In	to 6		hour	\$ 2.34
8061	Auger, Portable	Hole Diameter	18 In	to 13		hour	\$ 4.65
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 In	to 13	Includes digger, boom and mounting hardware.	hour	\$ 3.25
8063	Auger, Truck Mntd	Max. Auger Size	24 In	to 100	Includes digger, boom and mounting hardware. Add this rate to tractor rate for total auger and tractor rate.	hour	\$ 34.93
8064	Hydraulic Post Driver					hour	\$ 35.27
8065	Auger	Horizontal Directional Boring Machine	250 X 100	300	DD-140B YR-2003	hour	\$ 172.29
8066	Auger	Horizontal Directional Boring Machine	50 X 100	24	Average to 7,000 lbs	hour	\$ 33.83
8067	Auger, Directional Boring Machine	Auger, Directional Boring Machine	7,000 - 10,000 lbs	45	JT920L (2013)	hour	\$ 41.04
8068	Bush Hog	Bush Hog - Model 326	Single Spindle Rotary Cutters			hour	\$ 20.61
8068-1	Bush Hog	Bush Hog - Model 3210	Lift, Pull, Semi-Mount & Offset Model			hour	\$ 28.74
8068-2	Bush Hog	Bush Hog - Model 2815	Flex Wing Rotary Cutters			hour	\$ 43.17
8070	Automobile			to 130	Transporting people.	mile	\$ 0.545
8071	Automobile			to 130	Transporting cargo.	hour	\$ 12.43
8072	Automobile, Police			to 250	Patrolling.	mile	\$ 0.545
8073	Automobile, Police			to 250	Stationary with engine running.	hour	\$ 16.05
8075	Motorcycle, Police					mile	\$ 0.505
8076	Automobile - Chevy Trailblazer	6 or 8 cl		285 to 300		hour	\$ 23.99
8077	Automobile - Ford Expedition	Fire Command Center	EcoBoost V-6	360	2015 Model	hour	\$ 19.62
8078	MRAP Armored Rescue Vehicle	Search and Rescue	Military Suplrs Vehicle	375-450	Qualified foe operational rate on	Hr.	\$ 51.80
8079	MRAP C-MTV	Multi-Theater (Military Surplus) Vehicle	gvwr 55000 Lbs	to 350	Qualified foe operational rate on	Hr.	\$ 48.35

8080	All Terrain Vehicle (ATV)	Engine 110cc, 4-Wheel; 20" tyre		6.5-7.5		hour	\$	8.23
8081	All Terrain Vehicle (ATV)	Engine 125cc, 4-Wheel; 21" tyre		7.6-8.6		hour	\$	8.67
8082	All Terrain Vehicle (ATV)	Engine 150cc, 4-Wheel; 22" tyre		9.0-10.0		hour	\$	8.68
8083	All Terrain Vehicle (ATV)	Engine 200cc, 4-Wheel; 24" tyre		12-14.0		hour	\$	9.23
8084	All Terrain Vehicle (ATV)	Engine 250cc, 4-Wheel; 24" tyre		15-17		hour	\$	9.81
8085	All Terrain Vehicle (ATV)	Engine 300cc, 4-Wheel; 24" tyre		18-20		hour	\$	10.66
8086	All Terrain Vehicle (ATV)	Engine 400cc, 4-Wheel; 25" tyre		26-28		hour	\$	12.20
8087	All Terrain Vehicle (ATV)	Engine 450cc, 4-Wheel; 25" tyre		26-28		hour	\$	13.07
8088	All Terrain Vehicle (ATV)	Engine 650cc, 4-Wheel; 25" tyre		38-40		hour	\$	13.86
8089	All Terrain Vehicle (ATV)	Engine 750cc, 4-Wheel; 25" tyre		44-46		hour	\$	14.79
8110	Barge, Deck	Size	50'x35'x7.25'	0	Push by Tug-Boat	hour	\$	52.00
8111	Barge, Deck	Size	50'x35'x9'	0	Push by Tug-Boat	hour	\$	61.96
8112	Barge, Deck	Size	120'x45'x10'	0	Push by Tug-Boat	hour	\$	109.97
8113	Barge, Deck	Size	160'x45'x11"	0	Push by Tug-Boat	hour	\$	136.90
8120	Boat, Tow	Size	55'x20'x5'	to 870	Steel.	hour	\$	352.71
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel.	hour	\$	400.32
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hour	\$	624.56
8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	\$	1,181.86
8124	Airboat	815AGIS Airboat w/spray unit	15'x8'	400		hour	\$	32.70
8125	Airboat	815AGIS Airboat w/spray unit	15'x8'	425		hour	\$	33.06
8126	Swamp Buggy	Conquest		360		hour	\$	41.35
8130	Boat, Row			0	Heavy duty.	hour	\$	1.46
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	\$	12.55
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hour	\$	16.58
8133	Boat, Push	Size	45'x21'x6'	to 435	Flat hull.	hour	\$	235.03
8134	Boat, Push	Size	54'x21'x6'	to 525	Flat hull.	hour	\$	290.74
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull.	hour	\$	355.70
8136	Boat, Push	Size	64'x25'x8'	to 870	Flat hull.	hour	\$	359.36
8140	Boat, Tug	Length	16 Ft	to 100		hour	\$	47.35
8141	Boat, Tug	Length	18 Ft	to 175		hour	\$	70.55
8142	Boat, Tug	Length	26 Ft	to 250		hour	\$	90.10
8143	Boat, Tug	Length	40 Ft	to 380		hour	\$	215.09
8144	Boat, Tug	Length	51 Ft	to 700		hour	\$	302.01
8145	Jet Ski	3-seater				hour	\$	27.70
8146	Jet Ski					hour	\$	8.60
8147	Boat, Inflatable Rescue Raft	Zodiac		0		hour	\$	1.13
8148	Boat, Runabout	1544 lbs	11 passenger capacity	190-250		hour	\$	65.51
8149	Boat, removable engine	2000 Johnson Outboard Motor w 15" shaft		15		hour	\$	1.58
8151	Broom, Pavement	Broom Length	96 In	to 100		hour	\$	30.41
8153	Broom, Pavement, Mntd	Broom Length	72 In	to 18	Add Prime Mover cost for total rate	hour	\$	6.24
8154	Broom, Pavement, Pull	Broom Length	84 In	to 20	Add Prime Mover cost for total rate	hour	\$	23.75
8155	Broom, Pavement	Broom Length	72 In	to 35		hour	\$	25.28
8157	Sweeper, Pavement			to 110		hour	\$	78.79
8158	Sweeper, Pavement			to 230		hour	\$	102.03
8180	Bus			to 150		hour	\$	21.60
8181	Bus			to 210		hour	\$	25.82
8182	Bus			to 300		hour	\$	39.65
8183	Blower	Gasoline powered Toro Pro Force		27		hour	\$	15.40
8183x	Mosquito Sprayer	2015 Adapco Guardian 95 ES	15-gal; 350 lbs			hour	\$	18.83
8184	Back-Pack Blower			to 4.4		hour	\$	1.53
8185	Walk-Behind Blower			13		hour	\$	6.83
8187	Chainsaw	Bar Length = 20 in	3.0 cu in	2.7		hour	\$	1.91
8188	Chainsaw	Bar Length = 20 in	5.0 cu in			hour	\$	2.59
8189	Chainsaw	Bar Length = 20 in	6.0 cu in	3.4		hour	\$	2.77

8190	Chain Saw	Bar Length = 16 in	2.5 cu in	2.4		hour	\$ 1.80
8191	Chain Saw (ST:HL)	Bar Length = 25 in	7.5 cu in	3.62		hour	\$ 3.73
8192	Chain Saw, Pole	Bar Length = 18 in	4.0 cu in	3.2		hour	\$ 2.10
8193	Skidder	model 748 E		to 173		hour	\$ 56.25
8194	Skidder	model 648 G11		to 177		hour	\$ 105.44
8195	Cutter, Brush	Cutter Size	8 ft	to 150		hour	\$ 119.52
8196	Cutter, Brush	Cutter Size	8 ft	to 190		hour	\$ 134.74
8197	Cutter, Brush	Cutter Size	10 ft	to 245		hour	\$ 142.31
8198	Brusher Cutter	Cutter, Brush - 247 hp, 1997 Model 511 Feller		to 247		hour	\$ 193.95
8199	Log Trailer	40 ft		0		hour	\$ 10.15
8200	Chipper, Brush	Chipping Capacity	6 in	to 35	Trailer Mounted.	hour	\$ 8.97
8201	Chipper, Brush	Chipping Capacity	9 in	to 65	Trailer Mounted.	hour	\$ 17.06
8202	Chipper, Brush	Chipping Capacity	12 in	to 100	Trailer Mounted.	hour	\$ 24.89
8203	Chipper, Brush	Chipping Capacity	15 in	to 125	Trailer Mounted.	hour	\$ 35.75
8204	Chipper, Brush	Chipping Capacity	18 in	to 200	Trailer Mounted.	hour	\$ 50.41
8208	Loader - Tractor - Knuckleboom	model Barko 595 ML		to 173		hour	\$ 169.74
8209	Loader - Wheel	model 210 w/ Buck Saw 50 inch Bar		to 240		hour	\$ 98.48
8210	Clamshell & Dragline, Crawler		149,999 lbs	to 235	Bucket not included in rate.	hour	\$ 134.68
8211	Clamshell & Dragline, Crawler		250,000 lbs	to 520	Bucket not included in rate.	hour	\$ 178.82
8212	Clamshell & Dragline, Truck			to 240	Bucket not included in rate.	hour	\$ 147.05
8218	BOMAG Compactor	BW100AD-3		33		Hour	\$ 24.80
8219	Compactor -2-Ton Pavement Roller	Single Drum Vibratory Compactor	to 2.9 Ton	28		hour	\$ 28.72
8220	Compactor			to 10		hour	\$ 15.92
8221	Compactor, towed, Vibratory Drum			to 45	Plus tow Truck	hour	\$ 33.56
8222	Compactor, Vibratory, Drum			to 75		hour	\$ 24.09
8223	Compactor, pneumatic, wheel			to 100		hour	\$ 26.90
8225	Compactor, Sanitation			to 300		hour	\$ 96.11
8226	Compactor, Sanitation			to 400		hour	\$ 154.63
8227	Compactor, Sanitation			535		hour	\$ 264.25
8228	Compactor, towed, Pneumatic, Wheel	Hercules PT-11,	10,000 lbs		11-Wheels (Towed)	hour	\$ 18.48
8229	Compactor, Towed Steel Drum Static Compactor	GTD-54120	20,000 lbs		Grid Drum (Towed)	hour	\$ 16.22
8240	Feeder, Grizzly			to 35		hour	\$ 25.47
8241	Feeder, Grizzly			to 55		hour	\$ 33.55
8242	Feeder, Grizzly			to 75		hour	\$ 65.18
8250	Dozer, Crawler	Deere 450J LT		to 75		hour	\$ 54.20
8251	Dozer, Crawler	Deere 650K LGP; ROPS/FOPS		to 105		hour	\$ 65.14
8252	Dozer, Crawler			to 160		hour	\$ 98.77
8253	Dozer, Crawler			to 250		hour	\$ 153.35
8254	Dozer, Crawler			to 360		hour	\$ 218.47
8255	Dozer, Crawler	Make/Model: CAT D10T (disc. 2014); Protection: EROPS; Type Semi-U		to 574		hour	\$ 317.49
8256	Dozer, Crawler			to 850		hour	\$ 358.48
8260	Dozer, Wheel			to 300		hour	\$ 66.26
8261	Dozer, Wheel			to 400		hour	\$ 101.22
8262	Dozer, Wheel			to 500		hour	\$ 184.08
8263	Dozer, Wheel			to 625		hour	\$ 239.31
8269	Box Scraper	3 hitch attach for tractor; 2007 Befco		0		hour	\$ 3.65
8270	Bucket, Clamshell	Capacity	1.0 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	\$ 4.64
8271	Bucket, Clamshell	Capacity	2.5 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	\$ 8.81
8272	Bucket, Clamshell	Capacity	5.0 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	\$ 13.19
8273	Bucket, Clamshell	Capacity	7.5 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	\$ 23.31
8275	Bucket, Dragline	Capacity	2.0 CY	0	Does not include Clamshell & Dragline	hour	\$ 3.98
8276	Bucket, Dragline	Capacity	5.0 CY	0	Does not include Clamshell & Dragline	hour	\$ 9.93

8277	Bucket, Dragline	Capacity	10 CY	0	Does not include Clamshell & Dragline	hour	\$ 14.19
8278	Bucket, Dragline	Capacity	14 CY	0	Does not include Clamshell & Dragline	hour	\$ 18.72
8280	Excavator, Hydraulic	Bucket Capacity	0.5 CY	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 18.97
8281	Excavator, Hydraulic	Bucket Capacity	1.0 CY	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 36.06
8282	Excavator, Hydraulic	Bucket Capacity	1.5 CY	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 55.30
8283	Excavator, Hydraulic	Bucket Capacity	2.5 CY	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 158.86
8284	Excavator, Hydraulic	Bucket Capacity	4.5 CY	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 264.64
8285	Excavator, Hydraulic	Bucket Capacity	7.5 CY	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 304.91
8286	Excavator, Hydraulic	Bucket Capacity	12 CY	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 466.41
8287	Excavator	2007 model Gradall XL3100 III		184		hour	\$ 102.62
8288	Excavator	2003 model Gradall XL4100 III		238		hour	\$ 117.66
8289	Excavator	2006 model Gradall XL5100		230		hour	\$ 109.03
8290	Trowel, Concrete	Diameter	48 In	to 12		hour	\$ 4.94
8300	Fork Lift	Capacity	6000 Lbs	to 60		hour	\$ 14.73
8301	Fork Lift	Capacity	12000 Lbs	to 90		hour	\$ 21.12
8302	Fork Lift	Capacity	18000 Lbs	to 140		hour	\$ 28.79
8303	Fork Lift	Capacity	50000 Lbs	to 215		hour	\$ 63.25
8306	Fork Lift Material handler	Diesel, CAT TH360B	6600-11500 gwwr lbs	94.9	3.1- 3.5 Mton	hour	\$ 44.62
8307	Fork Lift Material handler	Diesel, CAT TH460B	9000 Lbs	94.9	4.5 - 4.9 Mton	hour	\$ 51.93
8308	Fork Lift Material handler	Diesel, CAT TH560B	10000 Lbs	117.5	4.5 - 4.9 Mton	hour	\$ 56.14
8309	Fork Lift Accessory	2003 ACS Paddle Fork		0		hour	\$ 3.53
8310	Generator	Prime Output	5.5 KW	to 10		hour	\$ 5.36
8311	Generator	Prime Output	16 KW	to 25		hour	\$ 7.81
8312	Generator	Prime Output	60KW	to 88		hour	\$ 25.56
8313	Generator	Prime Output	100 KW	to 125		hour	\$ 43.60
8314	Generator	Prime Output	150 KW	to 240		hour	\$ 62.83
8315	Generator	Prime Output	210 KW	to 300		hour	\$ 85.70
8316	Generator	Prime Output	280 KW	to 400		hour	\$ 103.34
8317	Generator	Prime Output	350 KW	to 500		hour	\$ 114.23
8318	Generator	Prime Output	530 KW	to 750		hour	\$ 202.00
8319	Generator	Prime Output	710 KW	to 1000		hour	\$ 225.34
8327	Generator	Prime Output	800 KW	1065		hour	\$ 232.46
8328	Generator	Prime Output	900 KW	1355		hour	\$ 295.15
8329	Generator	Prime Output	1000 KW	1000	Open	hour	\$ 356.94
8320	Generator	Prime Output	1100 KW	1645	Open	hour	\$ 393.43
8321	Generator	Prime Output	2500 KW	to 3000		hour	\$ 553.78
8322	Generator	Prime Output	1,000 KW	to 1645	Enclosed	hour	\$ 450.78
8323	Generator	Prime Output	1,500 KW	to 2500	Enclosed	hour	\$ 583.01
8324	Generator	Prime Output	1100KW	2500	Enclosed	hour	\$ 567.48
8325	Generator	Prime Output	40KW	63	Open	hour	\$ 23.16
8326	Generator	Prime Output	20KW	35	Open/Closed	hour	\$ 18.05
8327	Generator Large	Prime Output	80 KW	120		Hr.	\$ 31.65
8328	Generator Heavy Duty	Prime Output	2000KW		Open	Hr.	\$ 490.00
8330	Graders	Moldboard Size	10 Ft	to 110	Includes Rigid and Articulate equipment.	hour	\$ 43.98
8331	Graders	Moldboard Size	12 Ft	to 150	Includes Rigid and Articulate equipment.	hour	\$ 63.63
8332	Graders	Moldboard Size	14 Ft	to 225	Includes Rigid and Articulate equipment.	hour	\$ 80.43
8350	Hose, Discharge	Diameter	3 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.16
8351	Hose, Discharge	Diameter	4 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.24
8352	Hose, Discharge	Diameter	6 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.62
8353	Hose, Discharge	Diameter	8 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.62

8354	Hose, Discharge	Diameter	12 in	0	Per 25 foot length. Includes couplings.	hour	\$ 0.92
8355	Hose, Discharge	Diameter	16 in	0	Per 25 foot length. Includes couplings.	hour	\$ 1.71
8356	Hose, Suction	Diameter	3 in	0	Per 25 foot length. Includes couplings.	hour	\$ 0.31
8357	Hose, Suction	Diameter	4 in	0	Per 25 foot length. Includes couplings.	hour	\$ 0.37
8358	Hose, Suction	Diameter	6 in	0	Per 25 foot length. Includes couplings.	hour	\$ 1.17
8359	Hose, Suction	Diameter	8 in	0	Per 25 foot length. Includes couplings.	hour	\$ 1.11
8360	Hose, Suction	Diameter	12 in	0	Per 25 foot length. Includes couplings.	hour	\$ 1.73
8361	Hose, Suction	Diameter	16 in	0	Per 25 foot length. Includes couplings.	hour	\$ 3.29
8380	Loader, Crawler	Bucket Capacity	0.5 CY	to 32	Includes bucket.	hour	\$ 19.59
8381	Loader, Crawler	Bucket Capacity	1 CY	to 60	Includes bucket.	hour	\$ 36.87
8382	Loader, Crawler	Bucket Capacity	2 CY	to 118	Includes bucket.	hour	\$ 69.24
8383	Loader, Crawler	Bucket Capacity	3 CY	to 178	Includes bucket.	hour	\$ 103.22
8384	Loader, Crawler	Bucket Capacity	4 CY	to 238	Includes bucket.	hour	\$ 123.73
8390	Loader, Wheel	Bucket Capacity	0.5 CY	to 38		hour	\$ 20.80
8391	Loader, Wheel	Bucket Capacity	1 CY	to 60		hour	\$ 41.33
8392	Loader, Wheel	Bucket Capacity	2 CY	to 105	CAT-926	hour	\$ 38.10
8393	Loader, Wheel	Bucket Capacity	3 CY	to 152		hour	\$ 46.17
8394	Loader, Wheel	Bucket Capacity	4 CY	232		hour	\$ 76.27
8395	Loader, Wheel	Bucket Capacity	5 CY	255		hour	\$ 79.50
8396	Loader, Wheel	Bucket Capacity	6 CY	to 305		hour	\$ 116.12
8397	Loader, Wheel	Bucket Capacity	7 CY	to 360		hour	\$ 129.40
8398	Loader, Wheel	Bucket Capacity	8 CY	to 530		hour	\$ 188.87
8401	Loader, Tractor, Wheel	Bucket Capacity	0.87 CY	to 80	Case 580 Super L	hour	\$ 37.13
8410	Mixer, Concrete Portable	Batching Capacity	10 Cft	8	Diesel Powered	hour	\$ 3.13
8411	Mixer, Concrete Portable	Batching Capacity	12 Cft	11	Gasoline Powered	hour	\$ 4.31
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 Cft	to 10		hour	\$ 15.32
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 Cft	to 25		hour	\$ 20.47
8414	Truck, Concrete Mixer	Mixer Capacity	13 CY	to 300		hour	\$ 84.71
8419	Hand-Held, Pavement Breakers	Weight	25-90 Lbs	0	Air Tool/Electric Power	hour	\$ 1.12
8420	Self-Propelled Pavement Breaker,			to 70-80	Self-Propelled (Diesel)	hour	\$ 59.54
8421	Vibrator, Concrete	Hand Held		to 4		hour	\$ 1.63
8423	Spreader, Chip	Spread Hopper Width	12.5 Ft	to 152		hour	\$ 90.67
8424	Spreader, Chip	Spread Hopper Width	16.5 Ft	to 215		hour	\$ 125.19
8425	Spreader, Chip, Mntd	Hopper Size	8 Ft	to 8	Trailer & truck mounted.	hour	\$ 4.77
8430	Paver, Asphalt, Towed			0	Does not include Prime Mover.	hour	\$ 12.67
8431	Paver, Asphalt	Crawler		to 50	Includes wheel and crawler equipment.	hour	\$ 76.41
8432	Paver, Asphalt	Crawler		to 125	Includes wheel and crawler equipment.	hour	\$ 96.52
8433	Paver, Asphalt	Crawler		to 175	Includes wheel and crawler equipment.	hour	\$ 144.69
8434	Paver, Asphalt		35,000Lbs & Over	to 250	Includes wheel and crawler equipment.	hour	\$ 224.01
8436	Pick-up, Asphalt			to 110		hour	\$ 98.06
8437	Pick-up, Asphalt	Cederapids	CR MS-2	113 to 140	Asphalt-Pick-up Machine	hour	\$ 140.59
8438	Pick-up, Asphalt	Blaw-Knox	MC-330	184 to 200	Asphalt-Pick-up Machine	hour	\$ 189.75
8439	Pick-up, Asphalt		MTV 1000C	to 275	Asphalt-Pick-up Machine	hour	\$ 214.03
8440	Striper	Paint Capacity	40 Gal	to 22		hour	\$ 16.92
8441	Striper	Paint Capacity	90 Gal	to 60		hour	\$ 24.24
8442	Striper	Paint Capacity	120 Gal	to 122		hour	\$ 45.28
8445	Striper, Truck Mntd	Paint Capacity	120 Gal	to 460		hour	\$ 83.35
8446	Striper, Walk-behind	Paint Capacity	12 Gal	5		hour	\$ 4.23
8447	Paver accessory -Belt Extension	2002 Leeboy Conveyor Belt Extension	24' X 50'	0	crawler	hour	\$ 33.48
8450	Plow, Snow, Grader Mntd	Width	to 10 Ft	0	Include Grader for total cost	hour	\$ 28.28
8451	Plow, Snow, Grader Mntd	Width	to 14 Ft	0	Include Grader for total cost	hour	\$ 33.21

8452	Plow, Truck Mntd	Width	to 15 Ft	0	Include truck for total cost	hour	\$ 25.23
8453	Plow, Truck Mntd	Width	to 15 Ft	0	With leveling wing. Include truck for total cost	hour	\$ 41.04
8455	Spreader, Sand	Mounting	Tailgate, Chassis	0	Truck not included	hour	\$ 8.24
8456	Spreader, Sand	Mounting	Dump Body	0	Truck not included	hour	\$ 10.55
8457	Spreader, Sand	Mounting	Truck (10yd)	0	Truck not included	hour	\$ 13.41
8458	Spreader, Chemical	Capacity	5 CY	to 4	Trailer & truck mounted.	hour	\$ 6.30
8469	Pump - Trash Pump	10 MTC	2" Pump	to 7	10,000 gph	hour	\$ 7.87
8470	Pump	Centrifugal, 8M pump	2" - 10,000 gal/hr.	to 4.5	Hoses not included.	hour	\$ 6.31
8471	Pump	Diaphragm pump	2" - 3,000 gal/hr.	to 6	Hoses not included.	hour	\$ 6.98
8472	Pump	Centrifugal, 18M pump	3" - 18,000 gal/hr. pump	to 10	Hoses not included.	hour	\$ 8.05
8473	Pump			to 15	Hoses not included.	hour	\$ 12.08
8474	Pump			to 25	Hoses not included.	hour	\$ 13.77
8475	Pump			to 40	Hoses not included.	hour	\$ 16.98
8476	Pump	4" - 40,000 gal/hr.	4" - 40,000 gal/hr.	to 60	Hoses not included.	hour	\$ 27.45
8477	Pump			to 95	Hoses not included.	hour	\$ 32.77
8478	Pump			to 140	Hoses not included.	hour	\$ 41.84
8479	Pump			to 200	Hoses not included.	hour	\$ 50.79
8480	Pump			to 275	Does not include Hoses.	hour	\$ 68.33
8481	Pump			to 350	Does not include Hoses.	hour	\$ 81.66
8482	Pump			to 425	Does not include Hoses.	hour	\$ 99.01
8483	Pump			to 500	Does not include Hoses.	hour	\$ 117.21
8484	Pump			to 575	Does not include Hoses.	hour	\$ 136.53
8485	Pump			to 650	Does not include Hoses.	hour	\$ 154.88
8486	Aerial Lift, Truck Mntd	Max. Platform Height	40 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$ 11.63
8487	Aerial Lift, Truck Mntd	Max. Platform Height	61 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$ 21.99
8488	Aerial Lift, Truck Mntd	Max. Platform Height	80 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$ 39.80
8489	Aerial Lift, Truck Mntd	Max. Platform Load - 600Lbs	81 Ft -100 Ft. Ht.		Articulated and Telescoping. Add this rate to truck rate for total lift and truck rate	hour	\$ 42.16
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 Ft. Ht.	to 15	Articulated, Telescoping, Scissor.	hour	\$ 9.02
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 Ft. Ht.	to 30	Articulated, Telescoping, Scissor.	hour	\$ 17.39
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 Ft. Ht.	to 50	Articulated, Telescoping, Scissor.	hour	\$ 31.57
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 Ft. Ht.	to 85	Articulated and Telescoping.	hour	\$ 56.70
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 Ft. Ht.	to 130	Articulated and Telescoping.	hour	\$ 73.90
8495	I.C. Aerial Lift, Self-Propelled	Max. Platform Load - 500 Lbs	75"x155", 40Ft Ht.	to 80	2000 Lbs Capacity	hour	\$ 29.71
8496	Crane, Truck Mntd	Max. Lift Capacity	24000 Lbs	0	Include truck rate for total cost	hour	\$ 16.54
8497	Crane, Truck Mntd	Max. Lift Capacity	36000 Lbs	0	Include truck rate for total cost	hour	\$ 23.17
8498	Crane, Truck Mntd	Max. Lift Capacity	60000 Lbs	0	Include truck rate for total cost	hour	\$ 37.46
8499	Pump - Trash-Pump	CPB Rating - 10MTC	10000 gal/Hr	7	Self- Priming Trash Pump	hour	\$ 7.76
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	\$ 40.75
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	\$ 67.83
8502	Crane	Max. Lift Capacity	50 MT	to 200		hour	\$ 93.95
8503	Crane	Max. Lift Capacity	70 MT	to 300		hour	\$ 180.23
8504	Crane	Max. Lift Capacity	110 MT	to 350		hour	\$ 258.23
8510	Saw, Concrete	Blade Diameter	14 In	to 14		hour	\$ 7.62
8511	Saw, Concrete	Blade Diameter	26 In	to 35		hour	\$ 12.47
8512	Saw, Concrete	Blade Diameter	48 In	to 65		hour	\$ 26.81
8513	Saw, Rock	Blade Diameter		to 100		hour	\$ 35.13
8514	Saw, Rock	Blade Diameter		to 200		hour	\$ 68.85
8517	Jackhammer (Dry)	Weight Class	25-45 Lbs	0	Pneumatic Powered	hour	\$ 1.77
8518	Jackhammer (Wet)	Weight Class	30-55 Lbs	0	Pneumatic Powered	hour	\$ 2.02
8521	Scraper	Scraper Capacity	15 CY	to 262		hour	\$ 133.80
8522	Scraper	Scraper Capacity	22 CY	to 365		hour	\$ 174.30
8523	Scraper	Scraper Capacity	34 CY	to 500		hour	\$ 322.77

8524	Scraper	Scraper Capacity	44 CY	to 604		hour	\$ 354.84
8540	Loader, Skid-Steer	Operating Capacity	976 - 1250 Lbs	to 36		hour	\$ 26.83
8541	Loader, Skid-Steer	Operating Capacity	1751 - 2200 Lbs	to 66		hour	\$ 35.47
8542	Loader, Skid-Steer	Operating Capacity	2901 to 3300 Lbs	to 81		hour	\$ 38.72
8550	Snow Blower, Truck Mntd	Capacity	600 Tph	to 75	Does not include truck	hour	\$ 35.39
8551	Snow Blower, Truck Mntd	Capacity	1400 Tph	to 200	Does not include truck	hour	\$ 94.72
8552	Snow Blower, Truck Mntd	Capacity	2000 Tph	to 340	Does not include truck	hour	\$ 143.88
8553	Snow Blower, Truck Mntd	Capacity	2500 Tph	to 400	Does not include truck	hour	\$ 156.93
8558	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	\$ 2.97
8559	Snow Thrower, Walk Behind	Cutting Width	60 in	to 15		hour	\$ 14.47
8560	Snow Blower	Capacity	2,000 Tph	to 400		hour	\$ 234.49
8561	Snow Blower	Capacity	2,500 Tph	to 500		hour	\$ 256.20
8562	Snow Blower	Capacity	3,500 Tph	to 600		hour	\$ 285.66
8563	The Vammas 4500	Snow Remover	26ft Plow, 20ft Broom + Airblast	428	Equip with Plow & Broom	hour	\$ 260.00
8564	The Vammas 5500	RM300	96"W x 20"D	350	Soil Stabilization, Reclaimer	hour	\$ 212.00
8565	Oshkosh Pavement Sweeper	H-Series		420	Equip with Broom	hour	\$ 229.00
8569	Dust Control De-Ice Unit	1300-2000 gal	173"Lx98"Wx51"H	5.5	Hydro Pump w/100' 1/2" hose	hour	\$ 3.54
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 CY	to 40	Loader and Backhoe Buckets included.	hour	\$ 23.95
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 CY	to 70	Loader and Backhoe Buckets included.	hour	\$ 33.36
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 CY	to 95	Loader and Backhoe Buckets included.	hour	\$ 43.46
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 CY	to 115	Loader and Backhoe Buckets included.	hour	\$ 49.55
8580	Distributor, Asphalt	Tank Capacity Mounted on Trailer	550 Gal	16	burners, insulated tank, and circulating spray bar.	hour	\$ 14.97
8581	Distributor, Asphalt	Tank Capacity Mounted on Trailer	1000 Gal	38	Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Include truck rate.	hour	\$ 22.45
8582	Distributor, Asphalt	Tank Capacity Mounted on Truck	4000 Gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Include truck rate.	hour	\$ 32.52
8583	Distributor	ETNYRE Oil Distributor Model - PB348		300		hour	\$ 43.57
8584	Distributor	ETNYRE Quad Chip Spreader		280		hour	\$ 90.67
8590	Trailer, Dump	Capacity	20 CY	0	Does not include Prime Mover.	hour	\$ 13.13
8591	Trailer, Dump	Capacity	30 CY	0	Does not include Prime Mover.	hour	\$ 13.37
8600	Trailer, Equipment	Capacity	30 Tons	0		hour	\$ 16.71
8601	Trailer, Equipment	Capacity	40 Tons	0		hour	\$ 18.49
8602	Trailer, Equipment	Capacity	60 Tons	0		hour	\$ 19.30
8603	Trailer, Equipment	Capacity	120 Tons	0		hour	\$ 30.52
8610	Trailer, Water	Tank Capacity	4000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	\$ 15.85
8611	Trailer, Water	Tank Capacity	6000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	\$ 19.49
8612	Trailer, Water	Tank Capacity	10000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	\$ 22.76
8613	Trailer, Water	Tank Capacity	14000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	\$ 28.39
8614	Truck- Water Tanker	1000 gal. tank		175		hour	\$ 35.84
8620	Tub Grinder			to 440		hour	\$ 98.30
8621	Tub Grinder			to 630		hour	\$ 148.62
8622	Tub Grinder			to 760		hour	\$ 189.56
8623	Tub Grinder			to 1000		hour	\$ 332.79
8627	Horizontal Grinder	Model HG6000		630		hour	\$ 59.12
8628	Stump Grinder	1988 Vermeer SC-112		102		hour	\$ 48.59
8629	Stump Grinder	24" grinding wheel		110		hour	\$ 46.31
8630	Sprayer, Seed	Working Capacity	750 Gal	to 30	Trailer & truck mounted. Does not include Prime Mover.	hour	\$ 14.78
8631	Sprayer, Seed	Working Capacity	1250 Gal	to 50	Trailer & truck mounted. Does not include Prime Mover.	hour	\$ 19.74
8632	Sprayer, Seed	Working Capacity	3500 Gal	to 115	Trailer & truck mounted. Does not include Prime Mover.	hour	\$ 32.52
8633	Mulcher, Trailer Mntd	Working Capacity	7 TPH	to 35		hour	\$ 15.59

8634	Mulcher, Trailer Mntd	Working Capacity	10 TPH	to 55		hour	\$ 23.12
8635	Mulcher, Trailer Mntd	Working Capacity	20 TPH	to 120		hour	\$ 33.58
8636	Scraper	Soil Recycler WR 2400	w 317 gal fuel tank	563		hour	\$ 265.76
8637	Trailer CAT	Double Belly Bottom-dump Trailer	26 CY of soil in one dump	330	13 CY of soil each berry	hour	\$ 95.10
8638	Rake	Barber Beach Sand Rake 600HDr, towed		0	Towed by Beach vehicle	hour	\$ 15.78
8639	Chipper	Wildcat 626 Cougar Trommel Screen chipper w belt		125		hour	\$ 35.38
8640	Trailer, Office	Trailer Size	8' x 24'	0	Cargo Size 16ft	hour	\$ 2.31
8641	Trailer, Office	Trailer Size	8' x 32'	0	Cargo Size 24ft	hour	\$ 2.78
8642	Trailer, Office	Trailer Size	10' x 32'	0	Cargo Size 20ft	hour	\$ 3.69
8643	Trailer	Haz-Mat Equipment trailer	8'x18'	0	Move by Tractor to Location	hour	\$ 38.88
8644	Trailer, Covered Utility Trailer	(7' X 16')		0	Move by Tractor to Location	hour	\$ 5.88
8645	Trailer, Dodge Ram	8' x 24' shower trailer- 12 showers		101		hour	\$ 30.33
8646	Trailer, Dodge	8' x 32' flatbed water	25,000 MGWW	200	4x2-Axle	hour	\$ 28.60
8650	Trencher			to 40	Walk-behind, Crawler & Wheel Mounted, Chain and Wheel.	hour	\$ 16.91
8651	Trencher			to 85	Walk-behind, Crawler & Wheel Mounted, Chain and Wheel.	hour	\$ 29.53
8654	Trencher accessories	2008 Griswold Trenchbox		0		hour	\$ 1.96
8660	Plow, Cable	Plow Depth	24 in	to 30		hour	\$ 13.77
8661	Plow, Cable	Plow Depth	36 in	to 65		hour	\$ 40.07
8662	Plow, Cable	Plow Depth	48 in	to 110		hour	\$ 44.60
8670	Derrick, Hydraulic Digger	Max. Boom = 60 Ft, 12,000 Ft-Lb Hydraulic	Lift Capacity 15,500 Lbs	275	Includes hydraulic pole alignment attachment. Include truck rate	hour	\$ 35.07
8671	Derrick, Hydraulic Digger	Max. Boom = 90 Ft, 14000 Ft-Lb Hydraulic	Lift Capacity 26,700 Lbs	310	Includes hydraulic pole alignment attachment. Include truck rate	hour	\$ 56.12
8672	Movax SP-60	28-32 ton Head	134KW	178	Sonic Sidegrip Vibratory Pile Driver	Hour	\$ 109.20
8680	Truck, Fire -Industrial -112Ft Ladder Aerial Platform	Pump/Tank Capacity	3000gpm/1000 gal Water or Foam	600	2-1000gpm Nozzles 1-Each side of Platform	Hour	\$ 198.30
8681	Truck, Fire, Engine Type-1	Pump/Tank Capacity	1000GPM/300gal		Engine, with Pump & Roll	hour	\$ 140.00
8682	Truck, Fire, Engine Type-2	Pump/Tank Capacity	500GPM/300gal		Engine, with Pump & Roll	hour	\$ 132.00
8683	Truck, Fire, Ladder(48ft)(Type-III)	Pump/Tank Capacity	150gpm/500gal,	115-149	Hose 1-1/2"D 500' Long	hour	\$ 119.30
8684	Truck, Fire, Aerial (Cummins IXL9)100Ft Ladder	Pump/Tank Capacity	2000gpm/500gal	450	1500gpm Monitor/nozzle	hour	\$ 178.00
8685	Truck, Fire, Ladder(48ft)(Type-I)	Pump/Tank Capacity	1000gpm/400gal, 500gpm Master Stream	200-250	Hose 2-1/2"D 1200' Long	hour	\$ 154.00
8686	Truck, Fire, Ladder(48ft)(Type-II)	Pump/Tank Capacity	500gpm/300gal,	100-199	Hose 2-1/2"D 1000' Long	hour	\$ 131.50
8687	Truck, Fire, Support Water Tender S1	Pump/Tank Capacity	300GPM/4000+gal	115-149	S1 Water Tender	hour	\$ 114.50
8688	Truck, Fire, Support Water Tender S2	Pump/Tank Capacity	200GPM/2500+gal		S2 Water Tender	hour	\$ 103.50
8689	Truck, Fire, Support Water Tender S3	Pump/Tank Capacity	200GPM/1000+gal		S3 Water Tender	hour	\$ 79.00
8690	Truck, Fire - Water Tender	Pump Capacity	1000 GPM @150 psi			hour	\$ 70.33
8691	Truck, Fire, Tanker	Pump/Tank Capacity	1250 GPM/2500 gal	500		hour	\$ 74.57
8692	Truck, Fire, Pumper	Pump/Tank Capacity	1500 GPM/1000 gal	500		hour	\$ 81.10
8693	Truck, Fire, Pumper	Pump Capacity	2000 GPM			hour	\$ 84.04
8694	Truck, Fire Aerial Ladder (75Ft)	Pump/Tank Capacity	1500GPM/600 gal	475		hour	\$ 121.00
8695	Truck, Fire Aerial Ladder (150Ft)	Ladder length	150 FT		No Platform,	hour	\$ 146.43
8696	Truck, Fire (Rescue)	No Ladder		330	Rescure Equipment	hour	\$ 96.36
8697	Truck, Fire, Tactical Water Tender T1	Pump/Tank Capacity	250GPM/2000+gal	175		hour	\$ 119.50
8698	Truck, Fire, Tactical Water Tender T2	Pump/Tank Capacity	250GPM/1000+gal			hour	\$ 102.67
8699	Truck, Fire, Engine Type-3	Pump/Tank Capacity	150GPM/500gal		Engine, with Pump & Roll	hour	\$ 126.50
8700	Truck, Flatbed	Maximum Gvw	15000 Lbs	to 200	Diesel Engine	hour	\$ 25.46
8701	Truck, Flatbed	Maximum Gvw	25000 Lbs	to 275	Gasoline Engine	hour	\$ 40.36
8701-1	Truck, Flatbed	Maximum Gvw	25000 Lbs	200	Diesel Engine	hour	\$ 28.55
8702	Truck, Flatbed	Maximum Gvw	30000 Lbs	217	Diesel Engine	hour	\$ 32.90
8703	Truck, Flatbed	Maximum Gvw	45000 Lbs	to 380	Diesel Engine	hour	\$ 52.73
8708	Trailer, semi	48ft to 53ft, flat-bed, freight, two axle	50,000+ gwvr	0		hour	\$ 8.67
8709	Trailer, semi	enclosed 48 ft to 53 ft, two axles	50,000+ gwvr	0	Enclosed	hour	\$ 9.82
8710	Trailer, semi	28ft, single axle, freight	25,000 gwvr	0		hour	\$ 10.01

8711	Flat bed utility trailer	6 ton		0		hour	\$	3.21
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 CY	50	Truck Mounted. (350 gal)	hour	\$	25.51
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 CY	60	Truck Mounted. (1500 Gal)	hour	\$	32.02
8714	Vactor-Combined Sewer Cleaning	800 Gal Spoils/400 Gal Water	500/800 gal	190	with water & waste Tanks	hour	\$	85.10
8714-1	Vector Combine Vacuum Truck	1500 gal Water	15 Cu Yd	330	with water & waste Tanks	hour	\$	86.94
8715	Truck, Hydro Vac	model LP555DT	36 - Hp pump	36	Towed by tractor	hour	\$	18.50
8716	Leaf Vac	Tow by Truck 22,000 cfm capacity		85	Leaf Vac + Truck Code 8811	hour	\$	52.93
8717	Truck, Vacuum	60,000 GVW		400		hour	\$	76.72
8719	Litter Picker	model 2007 Barber		0	Towed by tractor	hour	\$	9.60
8720	Truck, Dump	Struck Capacity	8 CY	to 220		hour	\$	57.70
8721	Truck, Dump	Struck Capacity	10 CY	to 320		hour	\$	72.05
8722	Truck, Dump	Struck Capacity	12 CY	to 400		hour	\$	79.62
8723	Truck, Dump	Struck Capacity	14 CY	to 400		hour	\$	77.50
8724	Truck, Dump, Off Highway	Struck Capacity	28 CY	to 450		hour	\$	136.57
8725	Truck, Dump	Struck Capacity	18 CY	to 400		hour	\$	91.65
8730	Truck, Garbage	Capacity	25 CY	to 255		hour	\$	49.79
8731	Truck, Garbage	Capacity	32 CY	to 325		hour	\$	57.06
8733	E-BAM Services	Environmental Beta Attenuation Air Monitor		0	Powered by Solar System	hour	\$	3.07
8734	Attenuator, safety	that can stop a vehicle at 60 mph		0		hour	\$	5.64
8735	Truck, Attenuator	2004 Truck Mounted for 60 mph		0		hour	\$	3.89
8736	Truck, tow	1987 Chevy Kodiak 70		175		hour	\$	28.73
8744	Van, Custom	Special Service Canteen Truck		350		hour	\$	18.35
8745	Van, step	model MT10FD		300		hour	\$	22.05
8746	Van-up to 15 passenger	light duty, class 1		225-300		hour	\$	20.48
8747	Van-up to 15 passenger	light duty, class 2		225-300		hour	\$	20.77
8748	Van-cargo	light duty, class 1		225 - 300		hour	\$	22.44
8749	Van-cargo	light duty, class 2		225-300		hour	\$	22.68
8750	Vehicle, Small			to 30		hour	\$	6.41
8753	Vehicle, Recreational			to 10		hour	\$	2.87
8754	Motor Coach	GVW=50534	56 Passenger + 1-Driver	430	Passenger Transportation	Hour	\$	63.94
8755	Golf Cart	Capacity	2 person	0	Battery operated	hour	\$	3.80
8770	Welder, Portable			to 16	Includes ground cable and lead cable.	hour	\$	4.11
8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	\$	7.21
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	\$	13.66
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	\$	13.75
8780	Truck, Water	Tank Capacity	2500 Gal	to 175	Include pump and rear spray system.	hour	\$	31.05
8781	Truck, Water	Tank Capacity	4000 Gal	to 250	Include pump and rear spray system.	hour	\$	56.57
8788	Container & roll off truck	Roll off Truck	30 yds,	200	Roll-off-Truck only	hour	\$	23.73
8789	Truck, Tractor	1997 Freightliner F120		430		hour	\$	56.81
8790	Truck, Tractor	4 x 2	25000 lbs	to 210		hour	\$	43.43
8791	Truck, Tractor	4 x 2	35000 lbs	to 330		hour	\$	47.57
8792	Truck, Tractor	6 x 2	45000 lbs	to 360		hour	\$	52.98
8794	Truck, freight	Enclosed w/lift gate. Medium duty class 5	gvwr 16000-19500 Lbs	200	4 X 2 Axle (D)	hour	\$	27.25
8795	Truck, backhoe carrier	Three axle, class 8, heavy duty	over 33000Lbs	280		hour	\$	34.56
8796	Truck, freight	Enclosed w/lift gate. Heavy duty, class 7	26,001 to 33,000 lbs gvwr	217	4 X 2 Axle (D)	hour	\$	31.43
8798	Truck	Tilt and roll-back, two axle, class 7 heavy duty,	to 33,000 gvwr	217	4 X 2 Axle (D)	hour	\$	32.13
8799	Truck,	Tilt and roll back, three axle. class 8 heavy duty	over 33,001+ gvwr	280	6 X 4 Axle (D)	hour	\$	42.33
8800	Truck, Pickup				When transporting people,	mile	\$	0.545
8801	Truck, Pickup	1/2-ton Pickup Truck	4x2-Axle	160		hour	\$	12.78
8802	Truck, Pickup	1-ton Pickup Truck	4x2-Axle	234		hour	\$	17.91
8803	Truck, Pickup	1 1/4-ton Pickup Truck	4x2-Axle	260		hour	\$	21.10
8804	Truck, Pickup	1 1/2-ton Pickup Truck	4x2-Axle	300		hour	\$	23.22

8805	Truck, Pickup	1 3/4-ton Pickup Truck	4x2-Axle	300		hour	\$ 24.85
8806	Truck, Pickup	3/4-ton Pickup Truck	4x2-Axle	165		hour	\$ 14.32
8807	Truck, Pickup	3/4-ton Pickup Truck	4x4-Axle	285	Crew	hour	\$ 22.64
8808	Truck, Pickup	1-ton Pickup Truck	4x4-Axle	340	Crew	hour	\$ 22.99
8809	Truck, Pickup	1 1/4-ton Pickup Truck	4x4-Axle	360	Crew	hour	\$ 26.55
8810	Truck, Pickup	1 1/2-ton Pickup Truck	4x4-Axle	362	Crew	hour	\$ 26.82
8811	Truck, Pickup	1 3/4-ton Pickup Truck	4x4-Axle	362	Crew	hour	\$ 27.55
8820	Skidder accessory	2005 JCB Grapple Claw		0		hour	\$ 1.75
8821	Forklift, accessory	2005 ACS Grapple Bucket		0		hour	\$ 1.56
8822	Truck, Loader	Debris/Log (Knuckleboom Loader/Truck)		230		hour	\$ 53.22
8823	Chipper- Wood Recycler	Cat 16 engine		700		hour	\$ 118.50
8824	Skidder	model Cat 525B		up to 160		hour	\$ 64.79
8825	Skidder	40K lbs- model Cat 525C		161 and up		hour	\$ 128.67
8840	Truck, service	fuel and lube	up to 26,000 gvw	215-225		hour	\$ 40.19
8841	Truck, fuel	2009 International 1,800 gal. storage tank		200		hour	\$ 32.01
8842	Mobile Command Trailer	(8' X 28') with 7.5 KW Generator		0	Move to Location by Tractor	hour	\$ 14.73
8843	Mobile Response Trailer	(8' X 31') with 4.5 KW Generator?		0	Move to Location by Tractor	hour	\$ 13.87
8844	Mobile Command Center	(unified) (RV) Ultimaster MP-35	43 FT Long with Generator	400		hour	\$ 86.10
8845	Mobile Command Post Vehicle	(RV) (In- Motion)	22-Ft Long	340		hour	\$ 31.55
8846	Mobile Command Post Vehicle	(RV) (Stationary) w/9.6 KW Generator	22-Ft Long	340		hour	\$ 20.33
8847	Mobile Command Center (Trailer)	48'x8' Trailer, Fully Equiped Mobile Command Center	48-Ft Long	0	Move to Location by Tractor	hour	\$ 31.69
8848	Mobile Command Center (Trailer)	48'x8' When being Moved w/Truck Tractor		310		hour	\$ 50.69
8849	Mobile Command Center	43'x8.5' x 13.5'H with self 30kw Generator		280	Generator Rate not included	hour	\$ 55.37
8850	Mobile Command Center	2007-Freightliner MT-55, (RV)		260		hour	\$ 47.12
8851	Mobile Command Van	1990- Ford Econoline- Communication Van		230	Communication Equipment	hour	\$ 42.78
8852	Mobile Command Center	47.5' X 8.75 Fully Equip' (In motion) (RV)		410		hour	\$ 68.04
8853	Mobile Command Center	47.5' X 8.75 Fully Equip' (Stationary)		410		hour	\$ 45.89
8854	Mobile Command Vehicle	53' X 8.75 Fully Equip		480-550		hour	\$ 98.84
8870	Light Tower	Terex/Amida AL 4000. with (4) 500 watt lights	w/10kw power unit	13.5		hour	\$ 11.11
8871	Light Tower	2004 Allmand				hour	\$ 6.93
8872	SandBagger Machine	(Spider) automatic	w/Vibration & Conveyor Motors	2-4.5		hour	\$ 49.42
8900	Helicopter	OH-58 Kiowa (Military) is the same as "Bell-206B3		420		hour	\$ 467.00
8901	Helicopter	OH-58 Kiowa (Military) is the same as "Bell-206BR		420		hour	\$ 489.00
8902	Helicopter	Model Bell 206-L3 Jet Range Helicopter		650	Jet Range III-Helicopter	hour	\$ 575.00
8903	Helicopter	Model Bell 206L1 Long Ranger		650	Long Ranger	hour	\$ 585.47
8904	Helicopter	Model Bell 206LT Long Range Twinranger		450	Twinranger	hour	\$ 763.30
8905	Helicopter	Model Bell 407 EMS- Ambulance		250		hour	\$ 625.35
8906	Piper-Fixed wing	Model Navajo PA-31		310		hour	\$ 476.60
8907	Piper-Fixed wing	PA-31-350, Navajo Chiefn twin engine		350		hour	\$ 507.20
8908	Sikorsky Helicopter	Model UH-60 (Blackhawk) medium lift	Medium Lift	1890	Fire Fighter Same as S70C	hour	\$ 2,974.45
8909	Helicopter	Model UH-A (Blackhawk) Medium lift	Medium Lift	1890	Fire Fighter	hour	\$ 5,559.04
8910	Boeing Helicopter	Model CH-47 (Chinook) heavy lift	Heavy Lift	2850	Fire Fighter	hour	\$ 10,857.50
8911	Helicopter- light utility	Model Bell 407GX - 7 seater	7-Seaters	675	Passenger Aircraft	hour	\$ 620.38
8912	Helicopter- light utility	Model Bell 206L- 7 seater	7-Seaters	420	Passenger Aircraft	hour	\$ 607.92
8913	Helicopter	Model Bell-206L4		726		hour	\$ 570.24
8914	King Air 200 Turboprop Aircraft	Blackhawk King Air B200XP61		669		hour	\$ 1,318.11
8915	Turboprops Blackhawk Aircraft	Blackhawk Caravan XP42 A		850		hour	\$ 738.12
8916	Turboprops Blackhawk Aircraft	King Air C90 XP135 A		550		hour	\$ 1,108.33
8917	Aerostar Piston Aircraft	Aerostar 601P		290		hour	\$ 466.67
8918	Bell UH -1H Huey Helicopter II	Engine:1 x Lycoming T53-L-11 turboshaft		1100	Travel Range 253 Nautical Miles	hour	\$ 1,376.74

8943	Wire Puller Machine	Overhead Wire Pulling Machine		30	Overhead/Underground Wire Pulling Machine	hour	\$ 20.16
8944	Wire Tensioning Machine	3000 Lbs			Overhead Wire Tensioning Machine	hour	\$ 14.84
8945	Aerial Lift - 20 Ft High	model 2008 Genie Scissor Lift	1000 Lbs		24 Volt	hour	\$ 6.44

STATEWIDE MUTUAL AID AGREEMENT

(SMAA) INFORMATION SHEET

<https://www.floridadisaster.org/dem/response/logistics/>

Signing the Agreement:

A copy of the SMAA with **handwritten or digital signature** should be submitted.

Counties should sign **PAGE 15** of the agreement.

Cities should sign **PAGE 16** of the agreement.

Educational Districts should sign **PAGE 17** of the agreement.

Community Colleges or State Universities should sign **PAGE 18** of the agreement.

Special Districts should sign **PAGE 19** of the agreement.

Authorities should sign **PAGE 20** of the agreement.

Native American Tribes should sign **PAGE 21** of the agreement.

Community Development Districts should sign **PAGE 22** of the agreement.

REQUIRED Documentation to Accompany the Agreement:

Minutes or Resolution from your governing board, which indicates the agreement was adopted or approved.

A Certificate of Liability Insurance or Resolution of Self Insurance.

A completed copy of Form C (**PAGE 23**) of the agreement.

FDEM Contact Information:

Alex Furlong | Mutual Aid Coordinator
Bureau of Response, Logistics Section
Alex.Furlong@em.myflorida.com
Mobile: (850) 328-7491 Office: (850) 815-4278

Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

**SAMPLE AUTHORIZING RESOLUTION
FOR ADOPTION OF
STATEWIDE MUTUAL AID AGREEMENT**

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____
_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____

CONSENT ITEM 2.3

Approval of Resolution No. 783-21 Amending Resolution 578-07 Establishing Compensation for the Mayor and City Council Members.

Issue:

Attached for your consideration is a proposed resolution increasing council salaries as approved in the FY 2021-22 budget.

Background:

At the September 27, 2021 council meeting, Council approved salary increases for each Councilmember and Mayor of \$100/month. Compensation will not increase for the Mayor or Council members until their next term, per the resolution.

Attachment(s):

1. Resolution 783-21 - Council Compensation

Fiscal Impact:

The fiscal impact for the current fiscal year is \$1,200. Fiscal years 2022-23 and 2023-24 will both see an increase of \$2,400. Fiscal year 2024-25 will see a \$1,200 increase.

Staff Recommendation:

Staff recommends approval of Resolution No. 783-21 as presented.

RESOLUTION NO. 783-21

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ZEPHYRHILLS, FLORIDA, AMENDING RESOLUTION NO. 578-07
ESTABLISHING COMPENSATION FOR THE MAYOR AND CITY
COUNCIL MEMBERS.**

WHEREAS, SECTION 21.07 of the Charter of the City of Zephyrhills, provides that City Council may, by Resolution fix compensation for its members, provided that the compensation of members of City Council shall not be changed so far as to effect an increase for any member for the term to which that member has already been elected; and

WHEREAS, SECTION 32.04 of the Charter of the City of Zephyrhills, provides that City Council may, by Resolution fix compensation for the Mayor, provided that the compensation of the Mayor shall not be changed so far as to effect an increase for the Mayor for the term to which he or she has already been elected.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Zephyrhills, Florida,

1. That compensation for the members of City Council shall be fixed at Seven Thousand, Two Hundred Dollars (\$7,200.00), per year, payable semi-annually with a Three Thousand, Six Hundred Dollar payment.
2. That compensation for the Mayor shall be fixed at Seven Thousand, Two Hundred Dollars (\$7,200.00), per year, payable semi-annually with a Three Thousand, Six Hundred Dollar payment.
3. Compensation paid to the Mayor or City Council members pursuant to this Resolution shall not affect an increase for the Mayor or any City Council member for the term to which that member has already been elected.

PASSED and **ADOPTED** by the City Council of the City of Zephyrhills, Florida sitting in regular session this 11th day of October, 2021.

Attest: _____
Lori L. Hillman, City Clerk

W. Alan Knight, Council President

Gene Whitfield, Mayor

Approved as to legal form and legal content

Matthew E. Maggard, City Attorney

BUSINESS ITEMS/PUBLIC HEARING 3.1

Second Reading of Ordinance No. 1421-21 - Property Rights Element In The Comprehensive Plan

ORDINANCE NO. 1421-21 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, SPECIFICALLY ADDING A PROPERTY RIGHTS ELEMENT (CHAPTER 11) FOR TRANSMITTAL AND AN EFFECTIVE DATE."

Issue:

Private property rights element - Final adoption public hearing

Background:

This item was transmitted to the State DEO for review / comment. Staff contacted Beau Scott with the State and stated that there are no objections and the State is approving with no objections.

House Bill 59, which became law on June 29, 2021, adds Section 163.3177(6)(i), Florida Statutes. Effective July 1, 2021, where each local government is required to adopt a property rights element into our City Comprehensive Plan. This new element must be adopted before the Florida Department of Economic Opportunity will accept for review any other amendments to the Comprehensive Plan. The attached Property Rights Element will meet this requirement and allow future amendments to the Zephyrhills Comprehensive Plan.

The proposed new element and Goal, Objective and Policies are included in the packet.

The item was presented at the August 17, 2021 Planning Commission with a unanimous recommendation to approve.

Attachment(s):

1. Ordinance 1421-21 Comprehensive Plan Text Amendment - Property Rights Element

Fiscal Impact:

NA

Staff Recommendation:

Recommend approval

ORDINANCE NO. 1421-21

**AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA
PROPOSING AN AMENDMENT TO THE CITY'S COMPREHENSIVE
PLAN, SPECIFICALLY ADDING A PROPERTY RIGHTS ELEMENT
(CHAPTER11) FOR TRANSMITTAL AND AN EFFECTIVE DATE.**

WHEREAS, House Bill 59, which became law on June 29, 2021, adds Section 163.3177(6)(i), Florida Statutes. Effective July 1, 2021, where each local government is required to adopt a property rights element into our City Comprehensive Plan; and

WHEREAS, the Zephyrhills Planning Commission has reviewed the proposed amendment and has recommended approval by the City Council; and

WHEREAS, based upon the recommendations of the Zephyrhills Planning Commission to the City Council, said Council has prepared the amendments to the City's Comprehensive Plan and is hereby transmitting them to the Florida Department of Economic Opportunity, Division of Community Development and such other agencies as required by Section 163.3184, Florida Statutes; and

WHEREAS, the City Council desires to hereby formally adopt the amendment to the City's Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Zephyrhills, Florida, as follows:

Section 1. Recitals.

The Whereas Clauses above are true and accurate and are incorporated by reference and made a part of this Ordinance.

Section 2. Authority.

This Ordinance is enacted pursuant to Chapter 163, Florida Statutes, and under the home rule powers of the City.

Section 3. Amendments.

Comprehensive Plan – Property Rights Element (Chapter 11) – See Exhibit A

Section 4. Repealer.

Any and all ordinances in conflict herewith are hereby repealed to the extent of any conflict.

Section 5. Severability.

It is declared to be the intent of the City Council of the City of Zephyrhills, Florida, that if any section, subsection, sentence, clause, or provision of this ordinance is held invalid, the remainder of the ordinance shall be construed as not having continued the said section, subsection, sentence, clause, or provision and shall not be affected by such holding.

Section 6. Inclusion into the Code.

It is the intent of the City Council that the provisions of this Ordinance shall become and be made a part of the City of Zephyrhills code, and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

Section 7. Effective Date.

This Ordinance shall become effective upon passage on the second reading and signing by the Mayor.

The foregoing Ordinance No. 1421-21 was read and passed on the first reading, following a transmittal public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 13th day of September, 2021.

Attest: _____
Lori L. Hillman, City Clerk W. Alan Knight, Council President

The foregoing Ordinance No.1421-21 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 11th day of October, 2021.

Attest: _____
Lori L. Hillman, City Clerk W. Alan Knight, Council President

The foregoing Ordinance No. 1421-21 was approved by me this 11th day of October, 2021.

Gene Whitfield, Mayor

Approved as to legal form and legal content

Matthew E. Maggard, City Attorney

EXHIBIT A

CITY OF ZEPHYRHILLS

COMPREHENSIVE PLAN

CHAPTER 11

PROPERTY RIGHTS ELEMENT

Goals, Objectives, and Policies

GOAL

PPR1:	Acknowledge the Florida Constitution and its protection of private property rights and ensure that private property rights are considered in local decision-making.
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OBJECTIVE

PPR-1-1:	Private Property Rights and Decision Making Ensure that private property rights are considered in local decision-making.
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POLICY

PPR-1-1-1:	Statement of Rights 1. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights. 2. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to Florida Statutes and the City of Zephyrhills Code of Ordinances. 3. The right of the property owner to privacy and to exclude others from their property for the protection of the owner's possessions and property. 4. The right of a property owner to dispose of his or her property through lineal transfer, sale, or gift.
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CITY OF ZEPHYRHILLS PLANNING DEPARTMENT
Annexation, FLUM Change and Zoning Change Petition
Staff Report – Marianne M Simons Trust

I. BACKGROUND AND INFORMATION

A. REQUEST:

An Annexation/Future Land Use & Rezoning Petition has been submitted by Marianne M Simons Trust. The first is a request for annexation into the jurisdictional boundaries of the City of Zephyrhills; second, an amendment to the Future Land Use Map (FLUM); and third, a zoning change to match the FLUM.

The subject property is generally located on the western edge of the City, with all boundaries of the subject property contiguous with the corporate boundaries of the City of Zephyrhills. The Future Land Use Map (FLUM) amendment request for the above described property is for a change from the Pasco County Comprehensive Plan designation of Residential-6 (RES-6) to a Zephyrhills Comprehensive Plan designation Residential Urban Use (RU) AND a Pasco County zoning designation of Agricultural (AC) to a Zephyrhills zoning designation to Planned Unit Development (PUD).

B. SITE INFORMATION:

Location:	West side of Simons Road / South of the Sarah Vande Berg Tennis & Wellness Center
Parcel I.D. Number:	04-26-21-0000-00200-0000
Owner:	Marianne M Trust
Petitioner:	Todd Lovinger / SVB Housing, LLC
Agent for Petitioner:	Scott Sutek
Acreage:	12.53 Acres, MOL
Existing Use of the Land:	2 single family homes / Undeveloped
Adopted Future Land Use (Pasco County):	RES-6
Existing Zoning (Pasco County):	AC (Agricultural)
Proposed Future Land Use in Zephyrhills:	Residential Urban (RU)
Proposed Zoning in Zephyrhills:	PUD (Planned Unit Development)

II. RECOMMENDATION:

Based on the findings that the petition meets all of the annexation requirements found in Chapter 171.044 (Voluntary Annexation), Florida Statutes, staff recommends **APPROVAL of the annexation petition**, and;

Based on the findings that the petition for a Future Land Use (FLUM) Amendment is warranted, staff recommends **APPROVAL of the FLUM Change petition**, and;

Based on the findings that the Zoning Change petition is justified by reviewing the standards found in the Zoning and Land Development Regulations, staff recommends **APPROVAL of the Zoning Change petition with conditions**.

Please see the following analysis for a detailed review of how Staff arrived at the recommendations.

III. ANALYSIS:

1. Consistency with Chapters 171.043 & 171.044 Florida Statutes

The subject property is an existing enclave surrounded by the City of Zephyrhills in all four directions. Therefore, annexing the subject property into the jurisdictional boundaries of the City is a rational action. Annexation will allow the City to better control the use, intensity and density of the site, as explained in the FLUM and Zoning Change section of this report. The proposed annexation meets the criteria set forth in Subsections 171.043 & 171.044 addressing the character requirements and criteria to be met as well as the procedures for a voluntary annexation. The subject property's boundaries are contiguous to the city's boundary, the property is reasonably compact, is not part of another incorporated municipality and will be used for urban purposes. Finally, the subject property is also located within the boundaries of the City / Pasco County JPA (Joint Planning Area) boundary. The proposed annexation will also result in the elimination of an existing enclave:

2. Consistency with 163, Florida Statutes

The proposed future land use map amendment is being processed as a small scale amendment to the Official City Future Land Use Map in accordance with the requirements of Chapter 163.3184(3), Florida Statutes. **(NOTE: HB 487 increased the size threshold from 10 acres to 50 acres)** As provided in Chapter 163, small scale amendments require one public hearing before City Council (the adoption hearing) and are not subject to review by the Florida Department of Economic Opportunity – Division of Community Planning unless challenged by an affected party within 30 days of the adoption hearing. If not challenged, the amendment is effective 31 days after the adoption.

3. Future Land Use Map Designation Change AND Zoning Designation Change Petition

A. Character of Adjacent Land:

The character and land development patterns in the adjacent properties are generally developed as single and multifamily residential on both sides of Simons Rd. Two single family residential developments are under construction on the east side of Simons Rd and Abbott Square is preparing to commence (west side of Simons Rd.) that will consist of: single family, villas and multi-family. There is also medical professional office (Florida Medical Clinic) south on Simons at Eiland Boulevard. The subject property is also bordered to the north with the Sarah Vande Berg Tennis & Wellness Center. The City has obtained a legislative appropriation that will allow for a City multipurpose indoor facility to be constructed on the subject property. Overall, the property is a good candidate for infill development within the City of Zephyrhills.

The following Zoning and FLUM Designation table outlines the character of adjacent lands:

Orientation	Existing Use of Land	FLUM Designation	Zoning Designation
North	• SVB Tennis Center	• RS	• PUD
South	• Undeveloped / Planned residential	• RS	• PUD
East	• Single family residential	• RU	• PUD
West	• Undeveloped / Planned residential	• RS	• PUD

As previously stated, the subject property is surrounded by the City of Zephyrhills in all four directions. Under the present County current zoning of AC, the property could be developed with up to maximum of (one) dwelling unit per 10 acres. Under the petitioner's application request to change the zoning designation to a City of Zephyrhills zoning designation of PUD, the property could be developed to be more consistent with the current development patterns and the anticipated future growth patterns as laid out under the proposed Zoning and FLUM designations.

B. Land Use Development Yield

The following illustrates the maximum development potential based upon SCENARIO A, that the property remains within the jurisdictional boundaries of Pasco County with the existing FLUM and zoning designation, and SCENARIO B, that the property is annexed into Zephyrhills and the FLUM and zoning designations are changed, as requested by the petitioner:

The proposed zoning change increases the potential number of units and / or non-residential that can be built on the subject property as presently zoned in Pasco County. The County's existing AC zoning permits a maximum of 1 unit / 10 acres.

Under the County's Zoning designation of AC (Agriculture), the purpose of the AC District is to preserve the rural and open character of land for agriculture, natural water resource functions and areas of highly productive / natural plant and animal communities.

As the City of Zephyrhills has grown over the years, the development patterns and intensity of residential development has changed from a rural, agriculture / citrus development to a more urbanized, higher intensity commercial development pattern. The subject property has become surrounded in a higher intensity land use pattern with single family residential development and recreation. Updating the subject property's FLUM and Zoning to become more consistent with the City's growth / development pattern will allow for higher density / intensity, more compact development pattern consistent with other properties in the general vicinity. The proposed PUD master plan reflects single and multi-family residential along with some non-residential uses consisting of dormitories, office professional space and a City multi-purpose facility (See utility analysis for further proposed breakdown of uses).

C. Potential Impacts on the Provision of Urban Services and Public Facilities

C.1 Consistency with Land Development Regulations (LDR's)

Sec. 5.01.00 Consistency and Concurrency:

According to Article V, Adequate Public Facilities in the Land Development Regulations (LDR's) within the City of Zephyrhills Code of Ordinances:

A) No development activity may be approved unless it is found that the development is consistent with the city's Comprehensive Plan and that the provision of certain public facilities will be available at the prescribed levels of service concurrent with the impact of the development on those facilities.

(B) If a development proposal is found to meet all the requirements of this code, it shall be presumed to be consistent with the Comprehensive Plan in all respects except for compliance with the concurrency requirements. City staff, public officials or any citizen may, however, question the consistency of a development proposal with the Comprehensive Plan. If a question of consistency is raised, the Site Plan Review Committee shall make a determination of consistency or inconsistency and support that determination with written findings.

Sec. 5.02.00 & 5.03.00 Potable Water and Wastewater Level of Service:

According to the City's potable water sub-element of the Comprehensive Plan, the level of service for the minimum average daily flow is calculated at 200 gallons per dwelling unit (GPD) per day. Under the existing zoning, the maximum development impact would be one unit at 200 gallons of water per day. As proposed, the maximum development impact (see the proposed mixed uses as identified on the PUD master plan broken down on the table below for a net increase of 11,675 GPD. A 8 inch water main runs to the north providing service to the SVB Tennis Center.

The level of service for wastewater is 168 GPD per dwelling unit. With the existing Zoning, the site could produce an estimated 168 GPD of wastewater and as proposed, 18,910 GPD, an increase of 7,022.

According to John Bostic, Utilities Director for the City, as of January 2015 the City is approaching its pumping limit for potable water from its various wellheads around the City. He estimates a current excess of approximately 500,000 GPD. Additionally, Mr. Bostic indicated that the City has an excess of 2.25 MGD capacity for its wastewater treatment facility. The applicant, at the time of an engineered site plan petition will be responsible for coordinating with the water/wastewater department to ensure continued excess capacity.

Potable Water & Wastewater Impact Table

	CURRENT ZONING	PROPOSED ZONING	NET IMPACT
Maximum Development	1 DU	27 SFR DU 7500 sf Office 27,300 sf Tennis Bldg. 46 Dormitory Units 20 MF Untils	27 SFR DU 7500 sf Office 27,300 sf Tennis Bldg. 46 Dormitory Units 20 MF Untils
Potable Water Usage	200 GPD	11,875 GPD	> 11,675 gpd
Wastewater Usage	200	11,875 GPD	> 11,675 gpd

Calculations:

Use	Units	GPD	Total
Single Family	27	200	5400
Dormitory	46	100	4600
Townhome	20	150	150
Medical Office	7,500 sq ft	15/100 sq ft	1125
Tennis Building	3 courts	200 gpd/court	600
Total			11,875

Sec. 5.04.00 Transportation / Level of Service:

According to the Transportation element of the City's Comprehensive Plan, the level of service (LOS) for local streets and minor & major arterials must operate at a LOS of 'D' or better (Ord. 998-08, passed 11/2008). According to the transportation analysis, it appears the surrounding roads and intersections will operate at a level 'C' or better. Trip generation analysis is included in the applicant's justification report showing the total proposed generated trips (both daily and peak hour). The City has also conditioned that an updated final traffic study will be submitted to provide operational improvements required consisting of turn lanes. In the general vicinity the City is also continuing construction on Simons Rd to complete the connection to Fort King Road with proposed turn lanes on Ft King. The City is also working with Lennar on intersection

improvements at Simons Rd and Eiland Blvd. The intersection is being designed and engineered for a traffic signal and will be installed prior to the 100th CO (Abbott Square development).

Sec. 5.05.00 Drainage Level of Service AND Sec. 4.03.05 Restrictions within Cone of Influence:

The level of service requirement for stormwater facility design and drainage plans requires all development or redevelopment within the City to retain the runoff from a 25-year storm event with an intensity of 3.6 inches per hour. In addition, the City of Zephyrhills, due to its unique topography has several ‘cones of influence’ which are of particular importance regarding stormwater management and the continued supply of clean water for the City. A conceptual stormwater management plan will be required as part of the project approval process when developed, and per City Code, the project must adhere to the current Code of Ordinances regarding stormwater management and best management practices (BMP) for cones of influences.

Sec. 5.06.00 Solid Waste Level of Service:

The level of service assumption for solid waste disposal is 1.5 tons of solid waste per year per dwelling unit (1.5 tons/DU/year) (Sec. 5.06.00(B)). According to the Comprehensive Plan, “Pasco County Resource Recovery Facility, with a design capacity of 1,050 tons per day, provides adequate solid waste disposal for the County, its municipalities, and municipalities outside Pasco County. The City is responsible for solid waste collection.” Therefore, staff does not anticipate the increased development potential from a FLUM and Zoning change to impact solid waste disposal in Pasco County.

Sec. 5.07.00 Recreation Level of Service:

According to Sec. 5.07.01(A), Determination of Project Impact, the estimated population of a proposed residential development shall be used to determine any additional recreation facilities required to serve the project. At the time a development plan is submitted to the City, a determination can be made as to the best course of action to supplement, additional recreational facilities and the subsequent location thereof. Please see section I6, Consistency with Comprehensive Plan Recreation and Open space for a detailed impact assessment.

D. Potential Impacts on Natural Resources and Open Space

The subject property is characterized with a significant number of trees and no apparent wetlands. The proposed development plans calls for maximizing tree preservation within the residential areas. According to a report by Florida Natural Areas Inventory (FNAI) no element occurrences are mapped in the vicinity of the subject property. Therefore, staff does not anticipate significant impacts to natural resources such as rare and endangered flora or fauna. *A future tree survey will be required to be submitted along with the engineered site plan prior to any tree removal.*

E. Potential Impacts on School Facilities

The proposed zoning designation of PUD / master plan would result in a LOS impact of 13 students (6 Elem., 3 middle, & 4 HS)The designation of PUD would not result in a LOS

impact). Please note these figures are based on multipliers of .09 for elementary, .04 for middle school and .05 for high school students.

F. Potential Impacts on Fire & Police Protection and Emergency Service

The area is currently surrounded by City property / development and being served by the City's police, and Pasco County fire and ambulance. The proposed development is an infill development and not anticipated to adversely impact City / County emergency services.

G. Compatibility with Surrounding Land Uses

The proposed development is consistent / compatible with existing / planned development trends in the general vicinity. The planned dormitories will be connected adjacent to the SVB Tennis Center. The proposed indoor multi-purpose facility will also be adjoining and supplement the SVB Tennis Center. The proposed single and multi-family residential is consistent with the surrounding development on the east side of Simons Rd and the surrounding residential development (Abbott Square).

H. Potential for Proliferation of Urban Sprawl

As annexation and FLUM/Zoning amendment proposals are submitted to the City, Staff determines conformance to the Comprehensive Plan by a thorough review of the criteria below. This review helps to determine if the proposed land use promotes urban sprawl.

H 1. Would the FLUM amendment promote, allow, or designate:

- a. *A substantial area of the jurisdiction as low density, low-intensity, or single use development, or uses in excess of demonstrated need.*

Findings: The proposed development would further the City's goals and objectives in the Comp Plan to develop higher density/intensity development within the City. The subject property is within close proximity to central sewer, potable water and electric service.

- b. *Significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while leaping over undeveloped lands available and suitable for development.*

Findings: The proposed development is within an existing urban area where urban support uses, such as the fire and police protection, library, and shopping, and other focal points are located. With the annexation and FLUM/Zoning change, the City will be better able to control development. This is not leapfrog development, rather staff views this as infill development as much of the land surrounding the subject property is either already developed, permitted to be developed, or in the process of development approval.

- c. *Urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.*

Findings: The proposal is not strip, isolated or ribbon and will result in the elimination of an existing enclave. The site can readily be hooked up to existing infrastructure.

H2. Would the FLUM amendment:

- a. *Protect and conserve natural resources;*

Findings: The proposed development will be required to submit a tree survey and tree removal permit prior to any tree removal on the subject site to protect natural resources. *Staff and the Developer have discussed a sincere effort is provided in the preservation of the tree canopy located on the subject property.*

- b. *Adequately protect adjacent agricultural areas and activities;*

Findings: The City has grown on this western edge of the City and is appropriate for a higher density / intensity than the current one unit per acre under the present zoning. Staff believes that this petition for annexation and FLUM/Zoning change will in fact protect agricultural areas elsewhere on the periphery of town by directing growth inwards within the City and existing land use patterns.

- c. *Maximize use of existing public facilities and services, AND maximize use of future public facilities and services.*

Findings: This petition will in fact maximize the use of existing and anticipated public facilities and services by directing growth to already established areas of the City. Public facilities will not need to be extended to the subject property in order to maintain acceptable levels of services.

- d. *Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy, of providing and maintaining facilities and services;*

Findings: This petition for annexation and FLUM/Zoning change does not encourage or allow for land use patterns or timing which disproportionately increase the cost in time, money, and energy, of providing and maintaining facilities and services

- e/f. *Fails to provide a clear separation between rural and urban uses, and discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities;*

Findings: This petition will eliminate an existing County enclave and allow infill development with a higher density / intensity that will create a much higher yield of revenue off setting the services to be provided. The City encourages development in the form of infill and redevelopment to ensure the future viability of the urban area and efficient use of existing public facilities and services. Therefore, this annexation will allow for development within established land use patterns.

- g. *Fails to encourage an attractive and functional mix of land uses;*

Findings: The proposed mixed use development project will provide for an attractive mix of diversified residential uses and additional supplemental uses to support the SVB Tennis Center.

- h. *Results in poor accessibility among linked or related uses;*

Findings: The subject development will have access to Simons Road and there is an existing multi-purpose trail on the east side of Simons Rd. The development will also include good pedestrian and overall connectivity to the adjoining SVB Tennis center immediately to the north.

- i. *Results in the loss of significant amounts of functional open space.*

Findings: The best use for the property, due to urban growth and the surrounding residential development will be reflective in this FLUM and Zoning change petition approval and efforts to preserve open space / tree canopy in the residential areas of the development.

I. Consistency with Comprehensive Plan

The proposed project was reviewed for consistency with the adopted Zephyrhills 2025 Comprehensive Plan. Findings relative to the review along with the relevant objectives and policies are presented below:

II. Future Land Use Element:

OBJECTIVE LU-1-1: To encourage efficient development in areas which will have the capacity to contribute more to the City in revenue than it will consume in services that meet the above-mentioned goals and consistent with this adopted plan.

POLICY LU-1-1-1: The City shall continue to enforce land development regulations to ensure orderly development that at a minimum, contain provisions which (j) discourage the proliferation of urban sprawl.

POLICY LU-1-2-4: Land development shall take place in a manner that is compatible with the type and scale of surrounding land uses.

Findings:

The subject site is readily serviceable to all necessary public facilities and the developer shall be responsible for reasonable extension/feed lines into existing facilities. The City will exhibit an increase in property taxes as the site is annexed and subsequently developed. The proposed annexation, FLUM and Zoning petition will result in the redevelopment of the site within the City,

not on the periphery which would result in sprawl. FLUM/Zoning change will result in protection of adjacent properties from incompatible development. In a report from the Florida Master Site File (FMSF), “no previously recorded archaeological sites or historic structures have been recorded”. At the time a development proposal is submitted to the City, staff will ensure continued compliance with the LDR’s and Comprehensive Plan so that the proposal compliments the community in scale, massing and intensity.

12. Transportation Element:

OBJECTIVE TRA-1-3: Levels of Service. Vehicular Level of Service Standards (LOS) shall be adopted and maintained to maximize the efficient use and safety of roadway facilities and to coordinate capital improvement planning with land use decisions to meet the requirement that adequate roadway facilities be available concurrent with the impacts of development in accordance with the latest version of the Level of Service Handbook developed by the Florida Department of Transportation

POLICY TRA 1-3-1: Vehicular Levels of Service. Establish and maintain adopted levels of service on all classifications of roadways within the City. The following level of service standards (LOS) are adopted: [ALL ROADWAYS = "D"]

POLICY TRA-1-3-9: Except in cases where the impacts of the proposed development are demonstrated to be de minimis as that term is defined in Section 163.3180 of the Florida Statutes, all projects requesting development approval shall conduct a transportation study to determine the transportation impacts of significantly impacted roadway segments within the City. In cases where projects within the City access State or County public roadway facilities, transportation studies will be required to conform with State or County jurisdictional access requirements.

OBJECTIVE TRA-1-6: The planning of traffic circulation shall continue to be coordinated with the City’s Future Land Use Plan to consider existing and projected population density, housing and employment patterns, and land use trends.

Findings:

There are no anticipated LOS impacts expected with the proposed development as reflected on the PUD Master Plan and trip generation report as provided. The applicant shall be required to conduct an operational analysis to assess / determine if / where and how long turn lanes will be necessary. Earlier in the report off site improvements are in the works for improvements at the intersection of Simons and Fort King and Simons and Eiland Boulevard. All movements, approaches, and intersections for the AM and PM peak hour are predicted to operate at an LOS ‘C’ or above with the introduction of project traffic to the roadway network.

14. Public Facilities Element:

OBJECTIVE PUB-1-4: The City shall discourage urban sprawl and encourage compact development and a separation of urban and rural land uses by directing new development to areas currently served by potable water facilities to maximize the use of existing potable water distribution facilities before extending service to areas currently unserved by potable water facilities.

POLICY PUB-2-1-3: City Council will not annex additional territory which encompasses a point source of water pollution without a specific plan and agreement to satisfactorily mitigate the pollution.

POLICY PUB-2-2-3: Future annexations will not be approved if existing or proposed development is/would be on septic tanks and lies within an area of concern as described above unless the land owner and City agree to extend the wastewater collection system.

POLICY PUB-4-1-3: All new development or redevelopment is required to provide on-site retention of stormwater of sufficient capacity to assure that post-development runoff is no greater than pre-development runoff. The adopted level of service standard is a 25-year storm of 3.6 inches of rainfall in 1 hour. Improvements undertaken to correct existing localized ponding of water will be based on meeting or making progress toward achievement of the adopted LOS standards for drainage facilities.

POLICY PUB-5-1-2 Developers will be financially responsible for on-site stormwater detention.

Findings:

Developing the site will not encourage sprawl, as the site is centrally located in the northeastern area of the City. It can be readily serviced by existing potable water and sanitary sewer lines. The future development will be required to hook up to the City's water and sanitary sewer system, and this annexation into the City will ensure that the site will not become a point source for water pollution. Further, stormwater management will adhere to Policy PUB-4-1-3, and shall be completely detained on site when the site is developed and will also need to comply with the City's Basins of Special Concern ordinance.

15. Conservation Element:

POLICY CON 3-1-1 Protect and conserve the natural functions of existing soils and wildlife habitats. The development of property will require identification of soil type and wildlife.

Findings: The applicant has commissioned a report by Florida Natural Areas Inventory (FNAI) currently has no element occurrences mapped in the vicinity of the subject property". The subject property will include a perimeter landscape buffer with a strong effort for tree preservation. The

future development plan will require a tree survey to be submitted and efforts are recommended to maximize tree preservation to grand trees pursuant to Section 7.06.02 (City Land Development Code). The soils located on the subject site consist of primarily Arredondo fine sand and also Pompano fine sand that are well drained soils and appropriate for development.

16. Recreation and Open space:

OBJECTIVE REC-1-1: Continue to achieve and maintain the levels of service standards for recreation and open space.

Findings: The level of service (LOS) standard is four acres of outdoor recreation lands per 1,000 population. The proposed PUD zoning designation would **not** result in a LOS impact to parks and recreation with the development that is proposed.

IV. ATTACHMENTS

1. Annexation / FLUM / Rezoning Petition Submitted to the City
2. Impact Statements from Petitioner
 - Transportation
 - Potable Water
 - Sanitary Sewer
 - Solid Waste
 - School Concurrency
- 3 Legal
 - A. Warranty Deed
 - B. Survey
4. Transportation Analysis
 - A. Trip generation
5. Florida Master Site File (FMSF) Report
6. Florida Natural Areas Inventory (FNAI) Report

V. MAPS

- 1.) Location Map
- 2.) Existing Zoning Map
- 3.) Proposed Zoning Map
- 4.) Existing Future Land Use Map
- 5.) Proposed Future Land Use Map
- 6.) Soil Survey Map

VI. Conditions of Approval:

- 1.) Future development on subject property shall require an updated traffic study that assesses the operational impacts of the proposed development / uses to determine if turn lanes are required;
- 2.) Future development on subject property shall require a City tree removal permit / tree replanting / mitigation prior to the removal of trees on subject property;
- 3.) The owner / developer shall convey at no cost to the City Of Zephyrhills ROW along Simons Rd and to be reflected on future site plan / plat(s). In addition, the owner/developer and its successors and assigns, shall design, construct, permit and obtain at no cost to the City, any and all permits required by other agencies for appropriate drainage/retention facilities on the owner's/developer property or another site acceptable to the City Of Zephyrhills. Plans should include: initial and future travel lanes, sidewalks, bike lanes, trails, medians and other roadway appurtenances as required;
- 4.) ROW may be transferred by perpetual ROW easement, fee simple deed, or dedicated as determined by City Staff. All conveyances shall occur prior to approval of the future engineered site plan or final plat. All conveyances shall be clear of all liens and encumbrances, including exemption from all covenants and deed restrictions;
- 5.) The future engineered site plan / subdivision plat shall reflect road /access / turn lanes improvements as indicated in the future final traffic study;
- 6.) The owner /applicant acknowledges that any provisions of Zephyrhills ordinances not specifically waived shall be in full force and effect;
- 7.) A pre-application meeting shall be conducted with the future engineer / City Planning Department prior to submittal of a preliminary site plan (all phases);
- 8.) The owner/applicant shall submit a preliminary site plan for review and approval in accordance with all requirements of Articles 6 and 7 of the City's Land Development Code;
- 9.) All future construction / stormwater management shall comply with the City's basins of special concern ordinance and obtain required permit(s) from SWFWMD;
- 10.) A City ROW use permit and required utility permits shall be obtained and provided to the City of Zephyrhills Planning Department;
- 11.) The two existing home sites / parcels shall be allowed to remain. Future redevelopment of subject homes / parcels shall constitute a PUD master plan modification and review / approval from the City of Zephyrhills;
- 12.) Future final plans for non-residential development shall be reviewed to ensure parking requirements are satisfied;
- 13.) Applicant / property owner shall dedicate to the City of Zephyrhills a pad ready site (clearing & grubbing) as defined on the Master plan as "Indoor Tennis center" / adjoining parking with no financial compensation;
- 14.) Secondary access is required / recommended to connect to the SVB Tennis parking lot;
- 15.) Cross parking and access agreements are required to provide access between SVB Tennis Center and Simons property and access easements to the two outparcels;
- 16.) A Development Agreement shall be developed between the applicant and the City of Zephyrhills formalizing agreements.

ORDINANCE NO.1428-21

**AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA,
APPROVING A SMALL SCALE FUTURE LAND USE MAP
AMENDMENT FROM COUNTY RES-6 TO CITY RU
(RESIDENTIAL URBAN), AND AMENDING THE ZONING
FROM COUNTY AC TO CITY PUD (PLANNED UNIT
DEVELOPMENT), FOR PARCEL 04-26-21-0000-00200-0000
PROVIDING FOR TRANSMITTAL AND AN EFFECTIVE
DATE.**

WHEREAS, the City Council has been given authority by the State of Florida pursuant to Chapter 163, Florida Statutes, to amend the Future Land Use Map of the City's territorial boundaries upon receipt of written consent of the land owners, together with the approval of the City Council of said Future Land Use Map amendment duly expressed by Ordinance; and

WHEREAS, the City Council has been given authority by the State of Florida pursuant to Chapter 163 and 166, Florida Statutes, to rezone property within the City limits upon receipt of written consent of the land owner, together with the approval of the City Council of said rezoning duly expressed by Ordinance; and

WHEREAS, the Planning Commission, sitting as the Local Planning Agency, did hold a public hearings on August 17, 2021 to consider the proposed amendment to the Comprehensive Plan and rezoning, with due public notice, pursuant to Section 125.55(2), Florida Statutes, and recommended approval to the City Council; and

WHEREAS, based on the recommendation of the Planning Commission to the City Council, said Council has prepared the amendment to the City's Comprehensive Plan and is hereby transmitting to the Florida Department of Economic Opportunity, Division of Community Development and such other agencies as required by Section 163.3184, Florida Statutes and recommended by the Florida Department of Economic Opportunity.

WHEREAS, the proposed Future Land Use Map amendment meets the criteria of a small-scale Future Land Use Map amendment and is consistent with the goals, objectives and policies of the Comprehensive Plan; and

WHEREAS, the City Council has determined that the RU (Residential Urban) future land use classification would be appropriate, would promote the general welfare and would encourage proper development within the City; and

WHEREAS, the City Council has determined that the PUD zoning designation would be appropriate, would promote the general welfare, and encourage proper development within the City; and

WHEREAS, the City Council desires to hereby formally adopt the amendment to the City's Comprehensive Plan.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE CITY COUNCIL OF ZEPHYRHILLS, FLORIDA, AS FOLLOWS:

Section 1. The Whereas Clauses above are true and accurate and are incorporated by reference and made a part of this Ordinance.

Section 2. This Ordinance is enacted pursuant to Chapter 163, Florida Statutes and under the home rule powers of the City.

Section 3. The following lands, lying and being situated in the City of Zephyrhills, Pasco County, Florida, to wit:

Physical Address: 6419 Simons Rd, Zephyrhills, FL 33541

Parcel/Tax ID No.: 04-26-21-0000-00200-0000

Legal Description:

Commence AT SE Corner OF NE 1/4 OF NW 1/4 OF SE 1/4 TH W 700 FT TH N PARALLEL TO E BDY 780 FT TH E 700 FT TH S TO POB OR 122 PG 175 OR 760 PG 1227 OR 7896 PG 1672.

12.53 acres MOL

The Future Land Use classification is hereby amended from County RES-6 to City RU (Residential Urban) and the zoning designation is hereby rezoned from County AR to City R4 (Multi-Family Residential) and included within the boundaries of the City of Zephyrhills, Florida.

Section 4. The following conditions are provided and included as part of subject ordinance:

- 1.) Future development on subject property shall require an updated traffic study that assesses the operational impacts of the proposed development / uses to determine if turn lanes are required;
- 2.) Future development on subject property shall require a City tree removal permit / tree replanting / mitigation prior to the removal of trees on subject property;
- 3.) The owner / developer shall convey at no cost to the City Of Zephyrhills ROW along Simons Rd and to be reflected on future site plan / plat(s). In addition, the owner/developer and its successors and assigns, shall design, construct, permit and obtain at no cost to the City, any and all permits required by other agencies for appropriate drainage/retention facilities on the owner's/developer property or another site acceptable to the City Of Zephyrhills. Plans should include: initial and future travel lanes, sidewalks, bike lanes, trails, medians and other roadway appurtenances as required;
- 4.) ROW may be transferred by perpetual ROW easement, fee simple deed, or dedicated as determined by City Staff. All conveyances shall occur prior to approval of the future engineered site plan or final plat. All conveyances shall be clear of all liens and encumbrances, including exemption from all covenants and deed restrictions;
- 5.) The future engineered site plan / subdivision plat shall reflect road /access / turn lanes improvements as indicated in the future final traffic study;
- 6.) The owner /applicant acknowledges that any provisions of Zephyrhills ordinances not specifically waived shall be in full force and effect;
- 7.) A pre-application meeting shall be conducted with the future engineer / City Planning Department prior to submittal of a preliminary site plan (all phases);
- 8.) The owner/applicant shall submit a preliminary site plan for review and approval in accordance with all requirements of Articles 6 and 7 of the City's Land Development Code;
- 9.) All future construction / stormwater management shall comply with the City's basins of special concern ordinance and obtain required permit(s) from SWFWMD;
- 10.) A City ROW use permit and required utility permits shall be obtained and provided to the City of Zephyrhills Planning Department;
- 11.) The two existing home sites / parcels shall be allowed to remain. Future redevelopment of subject homes / parcels shall constitute a PUD master plan modification and review / approval from the City of Zephyrhills (PUD Master Plan for subject property - Exhibit A).
- 12.) Future final plans for non-residential development shall be reviewed to ensure parking requirements are satisfied;
- 13.) Applicant / property owner shall dedicate to the City of Zephyrhills a pad ready site (clearing & grubbing) as defined on the Master plan as "Indoor Tennis center" / adjoining parking with no financial compensation;
- 14.) Secondary access is required / recommended to connect to the SVB Tennis parking lot;
- 15.) Cross parking and access agreements are required to provide access between SVB Tennis Center and Simons property and access easements to the two outparcels;
- 16.) A Development Agreement shall be developed between the applicant and the City of Zephyrhills formalizing agreements.

LEGAL DESCRIPTION

(LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7896, PAGE 1672 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA)

SITE AREA: 545,626 SF (12.526-ACRES)
 EXISTING ZONING: AGRICULTURAL DISTRICT (A-C)
 PROPOSED ZONING: PLANNED UNIT DEVELOPMENT (PUD)
 EXISTING FUTURE LAND USE: RES-6
 PROPOSED FUTURE LAND USE: MIXED USE (MU)
 EXISTING USE: TWO SINGLE-FAMILY DETACHED RESIDENCES
 WATER/WASTEWATER SERVICE AREA: CITY OF ZEPHYRHILL
 FLOODZONE: "X" PER FEMA PANEL 12101C0289F
 STORMWATER: BASIN OF SPECIAL CONCERN

CONTAINING 12.526 ACRES, MORE OR LESS.

SITE DATA

PARCEL ID: 04-26-21-0000-002700-0000
S/T/R: (M-26-21)
SITE AREA: 544.526 SF (12.526 ACRES)
EXISTING ZONING: AGRICULTURAL DISTRICT (A-C)
PROPOSED ZONING: PLANNED UNIT DEVELOPMENT (PUD)
EXISTING FUTURE LAND USE: RES-6
PROPOSED FUTURE LAND USE: MIXED USE (MU)
WATERING: TWO SINGLE FAMILY DETACHED RESIDENCES
WASTEWATER: WATER SERVICE AREA: CITY OF ZEPHYRHILL
FLOODZONE: "X" PER FEMA PANEL 1210100289F
STORMWATER: BASIN OF SPECIAL CONCERN

LEGEND

EXISTING PROPERTY LINE

PROPERTY TO BE DEDICATED AS RIGHT OF WAY

PROPOSED BUILDING

PROPOSED PAVEMENT



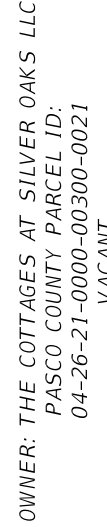
RESIDENTIAL PROJECT AREA: 5.51-ACRES PROPOSED DENSITY: 10 UNITS / ACRE (MAX.) SETBACKS: FRONT: 25' SIDE: 7.5' REAR: 25' MINIMUM LOT WIDTH: 60'-FEET SINGLE FAMILY ATTACHED: 60'-FEET SINGLE FAMILY DETACHED: 20'-FEET HEIGHT: TWO STORY MAXIMUM PRIVATE DRIVE OR WAY WIDTH: ONE WAY-25'; TWO WAY-40'	COMMERCIAL PROJECT AREA: 4.07-ACRES PROPOSED F.A.R.: 85.032 / 177.293 = 0.48 (0.50 MAX) SETBACKS: FRONT: 20' SIDE: 0' REAR: 10' HEIGHT: 36' MAXIMUM PARKING: PHASE 1 LIVING SPACE: SVB TENNIS CENTER PHASE 2 INDOOR TENNIS BUILDING; NA - SHARED PARKING WITH SVB. HEALTHIER PLAY AND OTHER OFFSITE PROPERTY PHASE 3: 22,000 SF @ 5 SPACES / 1000 SF = 113 SPACES TOTAL REQUIRED PARKING = 113 SPACES TOTAL PROVIDED PARKING = 117 SPACES
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N.T.S.



N.T.S.



PRIVATE RESIDENTIAL DEVELOPMENT USED FOR RENTAL BY THE SARAH VANDE BURG TENNIS CENTER OR HEALTHIER STAY FACILITY.

CPWG ENGINEERING, INC.
3918 N. HIGHLAND AVE.
TAMPA, FL
813-361-2644



DEVELOPER:
SVB PROPERTIES, LLC.
6585 SIMONS ROAD
ZEPHYRHILLS, FL 33541

MICHAEL STALZER, PE
FLORIDA REG. PROFESSIONAL ENGINEER NO. 70063

HEALTHIER STAY

PLANNED DEVELOPMENT PLAN

SHEET NUMBER

1

OF 1 SHEETS

CITY MANAGER'S REPORT 4.1

Approval of Fee Proposal for Architectural Services - Design Services of SVB Phase II - Furr, Wegman & Banks Architects, P.A.

Issue:

The City of Zephyrhills was awarded a state appropriation in the amount of \$4,665,000 to construct 4 hard courts and an indoor multi-use facility at the SVB Tennis Center.

Background:

The City seeks to construct a new 22,000 +/- square foot multi-use facility on the Simon's Property. Furr, Wegman & Banks will perform programming and schematic design along with construction documents, assist with bids, and perform construction administration along with substantial and final completion inspections.

The cost of \$283,868 is based on the State of Florida DMS Fee Chart for an "average complexity" project, which is 7.17% of the total estimated cost of construction. The estimated cost of construction of the multi-use facility is \$3,960,000.

Furr, Wegman & Banks Architects is on a continuing services contract with the City.

Attachment(s):

1. City of Zephyrhills SVB Indoor Tennis - Architectural Services Proposal - 09-20-21
2. SCHEDULE OF HOURLY RATES - Including Consulting Engineers

Fiscal Impact:

Funding of \$283,868 for architectural services is provided by the Florida Department of Economic Opportunity through a state appropriation. The total appropriation is \$4,665,000.

Staff Recommendation:

Staff recommends approval of the Fee Proposal for Architectural Services with Furr, Wegman & Banks Architects P.A. for the SVB indoor facility and authorize the City Manager to execute the task order.

September 20, 2021

Mr. William Poe
City Manager
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

Re: Fee Proposal for Architectural Services for SVB Indoor Tennis Facility for City of Zephyrhills

Dear Billy,

Furr, Wegman & Banks Architects P.A. is pleased to submit this proposal to provide professional services for a new indoor tennis facility at the SVB Tennis Center. We are excited to serve the City's needs for a spectacular addition to the existing outdoor tennis facility on Simons Road in Zephyrhills, Florida.

PROJECT UNDERSTANDING:

- Construction Budget (Building Only) of \$3,960,000.00
- Approximately 22,000 square feet
- Structure to be a Pre-Engineered Metal Building (PEMB)
- Shall aesthetically tie into existing tennis facility
- Shall accommodate multiple indoor sports including tennis, basketball and volleyball
- Shall include a warming kitchen (not a "commercial kitchen")

PROFESSIONAL FEES SUMMARY:

Professional Basic Services Lump Sum Fixed Fee: \$283,868.00

(See attached State of Florida DMS Fee Chart – based on "average complexity" at 7.17% x budget of \$3,960,000.00)

This Fixed Fee will be invoiced as follows:

Programming/Schematic Design Phase (SD)	15%	\$42,580.20
Design Development Phase (DD)	20%	\$56,773.60
Construction Document Phase (CD)	35%	\$99,353.80
Bid / Permit Phase	5%	\$14,193.40
Construction Administration Phase (CA)	20%	\$56,773.60
Project Close Out Phase	5%	\$14,193.40

Building Programming Consultant: Hourly not-to-exceed \$7,000.00

(See attached Schedule of Hourly Rates & Reimbursables)

3-D Visualization/Rendering Services: Hourly not-to-exceed \$8,500.00

(See attached Schedule of Hourly Rates & Reimbursables)

Additional Services Allowance: Hourly not-to-exceed \$14,000.00

(See attached Schedule of Hourly Rates & Reimbursables)

Printing and Reimbursable Allowance: \$1,600.00

(See attached Schedule of Hourly Rates & Reimbursables)

SCOPE OF SERVICES:

Architectural “Basic Services” include: Architectural, Mechanical, Plumbing, Electrical/Lighting/Outdoor Lighting, Fire Protection & Structural Engineering (PEMB engineered system by others), data/communications coordination and FF&E coordination. Our team’s work will span from initial stakeholder meetings & Programming, Schematic Design, Design Development, Construction Documents, Bid Phase, Construction Administration observation and Substantial & Final Completion inspections.

At the completion of each of the “design” phases (Schematic Design/Programming, Design Development and Construction Documents) an electronic PDF set of drawings will be provided for prompt Owner review and feedback (response requested within one week of each submission to maintain project’s schedule).

Not included within Architectural “Basic Services” or “Additional Services” are the following (but not limited to): Civil/Site Engineering or related Civil/Site regulatory permitting, endangered species surveys/relocation or permitting, any site surveys or geotechnical soil testing, as-built site survey (by Contractor), LEED certification, EHPA design, or emergency generator.

Any mutually agreed upon changes to the above identified Scope of Services would be performed for an additional service fixed fee upon prior written approval from City of Zephyrhills. All printing to be invoiced as a reimbursable expense. Owner or Contractor changes including “value engineering” changes will be billed per the attached Schedule of Hourly Rates & Reimbursable Expenses. We also request the ability to invoice on a monthly basis for work completed. Construction Administration (CA) fees will be invoiced in equal monthly installments during construction.

Thank you for considering Furr, Wegman & Banks Architects, P.A. Once approved, please sign below, and return a copy for our records. If you have any questions, please contact our office. We look forward to working with you on the enhancement of this great asset for the City of Zephyrhills, and are ready to commence immediately.

Very truly yours,

FURR, WEGMAN & BANKS ARCHITECTS, P. A.



M. Aaron Banks, AIA LEED AP

ACCEPTED BY:

Mr. William Poe
City Manager
City of Zephyrhills

Date

2021 SCHEDULE OF HOURLY RATES & REIMBURSABLE EXPENSES

FURR, WEGMAN & BANKS ARCHITECTS, P. A.
625 East Orange Street
Lakeland, FL 33801

<u>CATEGORY</u>	<u>RATE</u>
Principal Architect/Engineer	\$225.00
Sr. Project Architect/Engineer	\$145.00
Interior Designer	\$135.00
Designer	\$110.00
Project Manager	\$110.00
Senior CADD Draftsman	\$ 85.00
Technical Support/CADD Draftsman	\$ 80.00
Administrative/Clerical	\$ 65.00

Note: The above fee schedule may be adjusted by mutual written agreement of the parties.

REIMBURSABLE EXPENSES:

Prints (24" x 36")	Actual Expense
B&W Copy/Print (8 ½ x 11)	\$ 0.20 per sheet
Color Copy/Print (8 ½ x 11)	\$ 1.00 per sheet
Shipping/Courier Service	Actual Expense
Mileage (outside of Pasco, Hillsborough, & Polk Counties)	\$ 0.56 per mile
Color Renderings (printed in-house)	
8 ½" x 11"	\$ 5.00 each
11" x 17"	\$ 10.00 each
12" x 18"	\$ 12.00 each
CD/Thumb Drive (8 GB)	\$ 8.00 each

CITY MANAGER'S REPORT 4.2

Approval of Task Assignment 18-07 - Engineering Design Services for SVB Phase II - Cornelison Engineering & Design, Inc.

Issue:

The City of Zephyrhills was awarded a state appropriation in the amount of \$4,665,000 to construct 4 hard tennis courts and an indoor multi-use facility at SVB Tennis Center

Background:

The City seeks to construct 4 courts and a new 22,000 +/- square foot multi-use facility on the Simon's Property. CED will prepare a conceptual layout for City review and approval. Once approved, CED will prepare drawings, specifications, and related documents for permit submittals and construction of the improvements. Tasks include construction plans, permitting, geotechnical engineering, surveying, landscape and irrigation design, and construction administration.

The City is utilizing CED's services under the current continuing services contract.

Attachment(s):

1. 2021-10-01 - COZ Exhibit F-Task Assignment 18-07 SVBTC

Fiscal Impact:

Funding of \$58,772 for engineering services is provided by the Florida Department of Economic Opportunity through a state appropriation. The total appropriation is \$4,665,000.

Staff Recommendation:

Staff recommends approval of Task Assignment 18-07 with Cornelison Engineering & Design, Inc. in the amount of \$58,772 and authorizes the City Manager to execute the task assignment.

EXHIBIT F – TASK ASSIGNMENT NUMBER 18-07
SARAH VANDE BERG INDOOR TENNIS FACILITY
PROFESSIONAL SERVICES – CITY-WIDE SERVICES CONTRACT

1. PURPOSE

This is a Task Assignment to the PROFESSIONAL SERVICES – CITY-WIDE SERVICES CONTRACT dated June 11, 2018 between the CITY OF ZEPHYRHILLS, FLORIDA ("CITY") and CORNELISON ENGINEERING & DESIGN, INC. ("CONSULTANT") and made a part thereof. The purpose of this Task Assignment is to amend the required services of the CONSULTANT to provide engineering as authorized by the CITY's representative, when deemed necessary.

2. METHOD OF COMPENSATION

Payment shall be in accordance with the PROFESSIONAL SERVICES – CITY-WIDE SERVICES CONTRACT. Compensation for the services, materials, supplies, training, and other items or requirements necessary to complete the work as described herein, shall not exceed FIFTY-EIGHT THOUSAND SEVEN HUNDRED SEVENTY-TWO DOLLARS (\$58,772) which includes an allotment of TWENTY-TWO THOUSAND SEVENTY-TWO DOLLARS (\$22,072) for reimbursable expenses, for a total not-to-exceed fee of FIFTY-EIGHT THOUSAND SEVEN HUNDRED SEVENTY-TWO DOLLARS (\$58,772). At no time shall fees exceed said amount of compensation herein without a written and executed Task Assignment.

3. STANDARD OF CARE

The CONSULTANT agrees that the plans, specifications, and studies produced as a result of this Task Assignment will be produced in accordance with generally accepted professional standards as to completeness, correctness, and suitability for the purpose intended.

4. PROCESS

The following Task Assignment Process shall be followed when services are required. The CONSULTANT shall provide a complete and detailed proposal to include material and labor and shall submit its proposal in the following format to CITY for review, revisions, and approval.

The CONSULTANT, at a minimum, shall be required to provide the following details in its proposal:

- Attachment 1 – Scope of Services
- Attachment 2 – Project Schedule
- Attachment 3 – Consultant's Project Team Members
- Attachment 4 – Total Cost for Services
- Attachment 5 – Truth in Negotiation Certificate (*as required per Florida Statutes*)

All Attachments to this Exhibit F are required for a complete Task Assignment to the PROFESSIONAL SERVICES – CITY-WIDE SERVICES CONTRACT.

ATTACHMENT 1 – SCOPE OF SERVICES

Standard Contract Requirements

All terms used herein shall have the same meaning as defined in the Agreement unless otherwise noted herein. In consideration of the mutual covenants and agreements set forth in Attachments 1 through 5, CITY and CONSULTANT agree, by signature, to the details negotiated in this Task Assignment.

Background

The CITY seeks to construct four (4) additional tennis courts (asphalt, or equivalent) at the existing Sarah Vande Berg Tennis Center (SVB) on Simons Road. Additionally, on the “Simon’s Property” (Parcel ID 04-26-21-0000-00200-0000) to the immediate south of the existing SVB facility, the CITY seeks to construct a new 22,000± SF indoor tennis/multi-use building with associated parking and utilities. It is the CONSULTANT’S understanding that approximately one acre of property on the Simon’s Property will be dedicated to the CITY. Per the PUD Master Plan prepared by CPWG Engineering, Inc. for the Simon’s Property and per discussions with the Simon’s Property engineer and owner, the CONSULTANT understands that the developer of the Simon’s Property will provide drainage for the proposed CITY improvements. Utility connections are not yet determined, but the CONSULTANT understands that fire/domestic water service will be provided via a tap at the existing watermain along Simons Road. Sewer service is anticipated to connect to the existing CITY lift station within the SVB facility through a connection provided by the Simon’s Property master developer. The Simon’s Property master developer will rough grade the site and the CONSULTANT will coordinate with the Simon’s Property master developer as necessary.

During the re-permitting of the retention ponds for the adjacent residential project, the impervious area allocated to the SVB improvements under the Southwest Florida Water Management District (SWFWMD) permit was inadvertently reduced. As part of the SWFWMD permitting for the SVB courts, the CONSULTANT will submit a minor modification to the ERP permit for the SVB facility. The drainage calculations will be prepared by WRA Engineering and the plans by the CONSULTANT. Any modifications to the drainage ponds and/or calculations will be completed by others and are not part of this scope of work.

Task Assignment Understanding

As stated above, the CITY seeks to construct a new 22,000± SF indoor tennis/multi-use building on the Simon’s Property and four (4) additional tennis courts at the existing Sarah Vande Berg Tennis Center on Simons Road. The objective of this Task Assignment is to provide drainage design and permitting as outlined below.

Description of the Work

The CONSULTANT will perform the following services:

Task 1 – Construction Plans

This task includes preparation of construction plans for the SVB facility tennis courts and a separate set of construction plans for the indoor tennis/multi-use building.

Specific work includes the following:

CED will prepare a conceptual layout for submittal to the CITY for review and approval. This will be prepared based on survey and geotechnical information provided to CED by subconsultants under its direct charge. Once the conceptual layout and design is approved, CED will prepare drawings, specifications, and related documents for permit submittals and construction of the proposed improvements.

The construction plans will, at minimum, contain the following elements:

- A. Existing Conditions/Demolition Plan: CED will prepare the existing conditions/demolition plan identifying areas of clearing or demolition. Any hazardous materials testing, asbestos abatement reports, environmental audits (Phase I, II...), etc., will be provided by the CITY.
- B. Site Plan: CED will prepare a site plan for the on-site development of the proposed facility, identifying dimensioning and horizontal control for the project layout and construction. The plan will contain building setbacks; roadway and parking dimensions, including handicap spaces; landscape island locations and dimensions; boundary dimensions; traffic circulation; parking striping; and specifications.
- C. Potable Water and Sanitary Sewer Utility Plans: CED will prepare the on-site water and gravity sewer utility plans. The plans will contain horizontal and vertical information of the proposed system, as well as the utility provider's typical standard utility details and specifications. It is anticipated that the potable water system and sanitary system (gravity main) will connect at the property line. If applicable, CED will size grease trap(s) in accordance with Florida Building Code requirements. Profiles of the proposed water and sewer system will not be provided under this scope. The proposed water and sewer utilities will be designed in accordance with current FDEP and City of Zephyrhills Utilities Department requirements.
- D. Paving, Grading, and Drainage Plan: CED will prepare the on-site paving, grading, and surface drainage plan for the tennis facility. The plan will include supporting details and specifications for construction of the project.
- E. Stormwater Pollution Prevention Plan: CED will prepare an on-site erosion control plan showing erosion control measures necessary for the contractor to maintain compliance with the National Pollutant Discharge Elimination System (NPDES) program during construction.

Note: This task assumes the drainage design and calculations for the SVB center will be prepared by WRA and a minor modification through SWFWMD will be necessary. Additionally, this task assumes the drainage design for the Simon's Property will be prepared by the developer. A minor modification may be necessary based on revised impervious numbers for the Simon's Property, but no modeling is anticipated. Should stormwater modeling be required, a separate scope and fee will be submitted to the CITY for approval.

Task 2 – Permitting/Coordination

This task includes permitting through SWFWMD and coordination assistance for CITY staff during the permitting process. Specific work includes the following:

- Prepare and submit a minor modification permit application to SWFWMD for the SVB center and Simon's Property, if necessary.
- Prepare and submit plans for CITY Site Plan Review Committee (SPRC) review and approval for the SVB center and Simon's Property.
- Coordination with the Simon's Property developer and engineer.

Task 3 – Geotechnical Engineering

This task includes the following:

- Perform five (5) Standard Penetration Test (SPT) borings to a depth of 30 feet within the proposed building area.
- Drill three (3) auger borings with piezometers to a depth of 10 feet below ground surface within the potential stormwater retention areas.
- Perform three (3) field permeability tests within the potential stormwater areas.
- Measure stabilized groundwater table at each boring location.
- Prepare a design geotechnical report including results of the soil investigations in profile form, evaluation of encountered conditions, estimation of seasonal high groundwater, site preparation recommendations, stormwater retention recommendations and geotechnical recommendations to assist with building foundation design.

Task 4 – Surveying Services

This task includes the following:

- Preparation of a Topographic Survey for a portion of the subject property per information provided by the CONSULTANT; the aforementioned area is approximately 2± acres, with overlap.
- Elevations will be measured at an approximate 50-foot grid, together with observed grade breaks. Elevations will be referenced to the North American Vertical Datum of 1988 and will be collected in a manner sufficient to generate one (1) foot contours.
- Contours will extend to the west edge of pavement of Simons Road where adjacent to project area and will be conducted within the area referenced above.
- Visible evidence of utilities will be located. Pipe material, sizes, and elevations will be determined where accessible. NOTE: Location of underground utilities (SUE) is not included.
- Those trees within the upland portion of the subject property that are 10-inches dbh and greater will be located, mapped, and classified by common name. Those trees that appear to be sick or dead will be noted (exempt trees per Pasco County Tree Ordinance are not included).
- The North and East project boundary will be located and mapped. NOTE: This does not constitute a Boundary Survey.

Task 5 – Landscape and Irrigation Design

This task includes the following:

- Preparation of a Landscape Plan. The landscape design will be limited to City of Zephyrhills minimum code landscape elements and will include a complete planting schedule indicating plant palette, quantity, quality and size of materials, and any required replacement trees.
- Preparation of an Irrigation Plan that will provide 100% coverage to all required landscape areas. The Irrigation Plan will include installation details and a material list schedule that specifies heads, valves, and controller – types, sizes, and quantities. Low volume methods of irrigation will be incorporated, if applicable.

Note: This task assumes separate plans for the SVB center and Simon's Property.

Task 6 – Construction Administration

This task includes technical support and assistance for the CITY during the construction process. Specific work includes the following:

- Site civil related shop drawing review/approval for agency required submittals. CONSULTANT will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data that the contractor may be required to submit, but only for conformance with the information given in the Construction Plans and Specifications and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Construction Plans and Specifications. Such review/approval or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. CONSULTANT will also evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the contractor in accordance with the Construction Plans and Specifications, but subject to the provisions of applicable standards of state or local government entities.
- Periodic on-site observations as required to complete any necessary agency engineer's certifications. CONSULTANT will provide on-site construction observation services during the construction phase of the subject project. Observations will vary depending on the type of work being performed by the contractors, the location, and the contractors' schedules.
- Assuming a six-month construction schedule, CONSULTANT will make up to twelve (12) site visits to observe the progress of the Work. Such visits and observations by the CONSULTANT

are not intended to be exhaustive or to extend to every aspect of contractor's work in progress. Observations are to be limited to methods of general observation of the Work based on CONSULTANT'S exercise of professional judgment. Based on information obtained during such visits and such observations, CONSULTANT will determine if contractor's work is generally proceeding in accordance with the Construction Plans and Specifications, and CONSULTANT shall keep the CITY informed of the general progress of the Work.

- The purpose of the CONSULTANT'S visits to the site will be to enable the CONSULTANT to better carry out the duties and responsibilities allocated in this Task Assignment to the CONSULTANT during the construction phase by the CITY, and in addition, by the exercise of CONSULTANT'S efforts to provide the CITY a greater degree of confidence that the completed Work will conform in general to the Construction Plans and Specifications, and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Plans and Specifications has been implemented and preserved by contractor. The CONSULTANT will not during such visits or as a result of such observations of contractor's work in progress, supervise, direct, or have control over contractor's work, nor shall the CONSULTANT have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by contractor, for safety precautions and programs incident to contractor's work, nor for any failure of contractor to comply with laws and regulations applicable to contractor's furnishing and performing the Work. Accordingly, the CONSULTANT neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the Construction Plans and Specifications. During inspections, the CONSULTANT may require such special inspections or tests of contractor's work as the CONSULTANT deems appropriate and receive and review certificates of inspections within the CONSULTANT'S area of responsibility or of tests and approvals required by laws and regulations or the Construction Plans and Specifications. The CONSULTANT'S review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Plans and Specifications and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Plans and Specifications. The CONSULTANT shall be entitled to reasonably rely on the results of such tests and the facts being certified.
- Respond to contractor's requests for information. The CONSULTANT will issue necessary clarifications and interpretations of the Construction Plans and Specifications to the CITY as appropriate for the orderly completion of contractor's work. Such clarifications and interpretations will be consistent with the intent of the Construction Plans and Specifications. Field Orders authorizing variations from the requirements of the Construction Plans and Specifications will be made by the CITY.
- This scope does not include full time inspection services nor attendance at regular site construction meetings (beyond those identified herein). Furthermore, the CONSULTANT shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. The CONSULTANT shall not have the authority or responsibility to stop the work of any contractor.
- The CONSULTANT will review as-builts provided by the Client's contractor for substantial compliance with the construction documents. Should the as-builts show substantial compliance, the CONSULTANT will prepare certifications to the review agencies and complete and submit agency Engineer's Certifications based on contractor provided as-built surveys (as prepared by a Registered Land Surveyor), if required.
- Landscape Architect shall participate in a maximum two (2) site visits with the Project's contractor to generally review the progress of construction and to see if the work completed is generally consistent with the intent of Landscape Architect's Construction Documents.

- Although Landscape Architect may observe and discuss potential problems, these visits are not construction inspections or a guarantee that there will not be construction deficiencies.
- Review required contractor submittals, such as shop drawings and samples, but only to determine if they conform to the Landscape Architect's visual and aesthetic design intent.
- Landscape Architect agrees to provide its professional services in accordance with generally accepted standards of its profession.

ATTACHMENT 2 – PROJECT SCHEDULE

Standard Contract Requirements

This Task Assignment shall commence upon Notice to Proceed and continue until the scope of work is completed and accepted by the CITY. Said project shall maintain schedule as provided. If schedule is altered due to unforeseen delays, the CITY's Project Manager shall be notified at once. Failure to meet the schedule completion date may be grounds for Termination for Default.

The CITY's Project Manager and CONSULTANT shall negotiate a proposed schedule for the successful and timely completion of the project. The project schedule shall include the proposed state date, substantial completion date, and final completion date.

Project Milestone Schedule

The anticipated project schedule is based on the CITY's issuance of the Notice to Proceed and allowance of one (1) week for CITY reviews of conceptual plans and is summarized in Table 2-1 below. The review of final site plans was based on the next available SPRC dates. The Substantial Completion of the design effort is measured as the completion and delivery of the final documents, a period of 95 calendar days. Subsequent schedule dates are based on CITY input and schedules and cannot be defined at this time. Note: The schedule does not include SWFWMD reviews and responses to comments.

TABLE 2-1: PROJECT MILESTONES SCHEDULE

	TASK/ACTIVITY	START DATE	WORK DAYS	END DATE	RESPONSIBILITY
-	Notice to Proceed	10/15/2021	1	10/15/2021	City
1	Conceptual Site Plan – SVB	10/18/2021	5	10/22/2021	Consultant
1	Conceptual Site Plan Approval (City) – SVB	10/25/2021	5	10/29/2021	City
1/5	Site Plan Preparation – SVB	11/1/2021	10	11/12/2021	Consultant
2	SWFWMD Minor Mod Submittal – SVB	11/15/2021	1	11/15/2021	Consultant
2	Site Plan Submittal to City - SVB	11/15/2021	1	5/1/2021	Consultant
2	SPRC – SVB	12/21/2021	27	5/1/2021	City
3	Geotech – Simon's Property	10/18/2021	20	11/12/2021	Consultant
4	Survey – Simon's Property	10/18/2021	25	11/19/2021	Consultant
1	Conceptual Site Plan – Simon's Property	11/22/2021	5	11/26/2021	Consultant
1	Conceptual Site Plan Approval (City) – Simon's Property	11/29/2021	5	12/3/2021	City
1/5	Site Plan Preparation – Simon's Property	12/6/2021	15	12/24/2021	Consultant
2	Site Plan Submittal to City – Simon's Property	12/27/2021	1	12/27/2021	Consultant
2	SPRC – Simon's Property	1/18/2022	17	5/1/2021	City
2	SWFWMD Minor Mod Submittal – Simon's Property (if required)	12/27/2021	1	12/27/2021	Consultant

ATTACHMENT 3 – CONSULTANT’S PROJECT TEAM MEMBERS

Standard Contract Requirements

CONSULTANT shall provide the name, title, and responsibility for each of the CONSULTANT's employees proposed to complete the Scope of Services identified in Attachment 1 of this Task Assignment. CONSULTANT shall also provide the contact information for the CONSULTANT's Project Engineer assigned to this project.

Project Team Members and Responsibilities

Please note that some of the assigned Project Team Members have multiple responsibilities for this Task Assignment.

TABLE 3-1: PROJECT TEAM MEMBERS

NAME	TITLE	RESPONSIBILITY
Craig L. Cornelison, P.E.	President	Principal, Project Manager, Stormwater Management, Permitting, Roadway Design, Preparation of Bid Documents, Erosion Control Plans, Construction Management
Marcia Cornelison	Secretary/Treasurer	Project Support/Coordination, Permitting
Rob Cornelius, P.E. <i>Andrejev Engineering, Inc.</i>	Officer/Engineer	Geotechnical Engineering
Daniel Johnson, PLS <i>D.C. Johnson & Associates, Inc.</i>	President/Surveyor	Surveying and Mapping, Topographic Surveying, Utility Mapping, As-built Drawings
L. Alyson Utter, ASLA <i>Anderson Lesniak Limited, Inc.</i>	President/Landscape Architect	Landscape and Irrigation Design

Project Engineer:

Craig L. Cornelison, P.E.

Tel. 813-788-7835

Email: craig@cornelison-eng.com

ATTACHMENT 4 – TOTAL COST FOR SERVICES

Standard Contract Requirements

CONSULTANT shall provide a proposal with a total not-to-exceed cost for services, to include a detailed breakdown of material and labor required to complete the Scope of Work detailed in Exhibit F, Attachment 1. All labor and material costs for each project shall be complete and detailed, and shall, without limitation, include and identify the number of hours of work by category of workers/professionals performing the service, while adhering to the Unit Labor Rates in Exhibit C to the PROFESSIONAL SERVICES – CITY-WIDE SERVICE CONTRACT.

Labor Fees

Anticipated labor requirements for this Task Assignment, as described in Attachment 1, are as follows:

TABLE 4-1: SUMMARY OF PROJECTED LABOR COST BY EMPLOYEE

NAME	TITLE	RATE	HOURS	COST
Craig L. Cornelison, P.E.	President	\$180*	186	\$33,480
Marcia Cornelison	Secretary/Treasurer	\$70*	36	\$3,220
Total Not-to-Exceed Labor Fee				\$36,700
<i>NOTE: Some of the assigned project team members have multiple responsibilities for this Task Assignment.</i>				

*Subject to annual adjustment

Material Costs

Anticipated materials costs for this Task Assignment, outside of the reimbursable cost provisions of Exhibit D, are as follows:

TABLE 4-2: SUMMARY OF MATERIAL COSTS BY CATEGORY

	MATERIAL COST CATEGORY	ESTIMATED AMOUNT
Total Anticipated Material Costs		\$0

*TBD: Fees to be determined once requested materials have been defined.

Reimbursable Expenses

Anticipated reimbursable costs for this Task Assignment, pursuant to the reimbursable cost provisions of Exhibit D, are summarized below in Table 4-3:

TABLE 4-3: SUMMARY OF REIMBURSABLE COSTS BY CATEGORY

	COST CATEGORY	ESTIMATED AMOUNT
1.	Required fees paid to governmental authorities	\$0
2.	Travel costs outside of Pasco, Hillsborough, or Pinellas Counties	\$0
3.	Copying and reproduction of plans and documents	\$1,000
4.	Other direct costs (printing, postage)	\$250
5.	Geotechnical Engineering	\$5,922
6.	Surveying Services	\$3,308
7.	Landscape and Irrigation Design	\$11,592
Total Anticipated Reimbursable Costs		\$22,072

Total of Anticipated Material Costs and Reimbursable Costs: \$22,072

ATTACHMENT 5 – TRUTH IN NEGOTIATION CERTIFICATE

The wage rates and other factual unit costs supporting the compensation under the PROFESSIONAL SERVICES – CITY-WIDE SERVICES CONTRACT between the CITY OF ZEPHYRHILLS, Florida and CORNELISON ENGINEERING & DESIGN, INC. dated _____, 2021 are accurate, complete, and current as of the time of entering into the contract. This Certificate is executed in Compliance with Section 287.055(5)(a) of the Florida Statutes.

DATED this _____ day of _____, 20__.

By: _____ (Affiant's signature)
Craig L. Cornelison

STATE OF FLORIDA
COUNTY OF PASCO

BEFORE ME, the undersigned authority, personally appeared Craig L. Cornelison (name of Affiant and title) of Cornelison Engineering & Design, Inc. who, after first being duly sworn, deposes and says that the foregoing Truth In Negotiation Certificate is true and correct to the best of his knowledge, information, and belief.

SWORN TO AND SUBSCRIBED before me on this _____ day of _____, 20__ by
_____ (name of Affiant). He/she is personally known to me or has
produced _____ as identification.

NOTARY'S SIGNATURE AND SEAL

Type or Print Name

COMMISSION SEAL/NUMBER:

SIGNATURES

IN WITNESS THEREOF, the above parties have executed this instrument, the name of each party being affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

CITY
City of Zephyrhills, Florida

By:

William C. Poe, Jr., CITY Manager

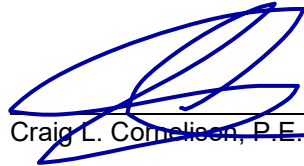
Date Approved:

ATTEST

By: _____
Lori Hillman, CITY Clerk

CONSULTANT
Cornelison Engineering & Design, Inc.

By:



Craig L. Cornelison, P.E., President

Date: October 1, 2021

ATTEST

By: _____

Print Name: _____

Title: _____

CITY MANAGER'S REPORT 4.3

Approval of Piggyback Agreement No. 41-21-30 with North Star Place Branding & Marketing

Issue:

Approval to utilize the City of New Port News, Virginia contract with the Burdette Agency, North Star Branding & Marketing.

Background:

The branding and marketing study will allow Zephyrhills to communicate a clear message and identity to attract investors, businesses, tourists and provide a consistent representation of the City. Contract amount \$72,500, which includes a not to exceed travel.

Attachment(s):

1. Newport News21-3018-6225 Contract - Fully Executed
2. 41-21-30 North Star Place Branding & Marketing Piggyback Agreement

Fiscal Impact:

Funding provided in the 2021/2022 approved budget

Staff Recommendation:

Staff recommends approval of piggy back contract with New Port News VA, for NorthStar Branding and Marketing

CONTRACT FOR
Brand Research and Development for the City of Newport News
Contract No. 21-3018-00

THIS CONTRACT is made effective May 28, 2021 by and between the **City of Newport News, Virginia**, acting by and through the City Manager, hereinafter referred to as the "**City**," and **The Burdette Agency, Inc. dba North Star Place Branding + Marketing** or its successors, executors, administrators and assigns, hereinafter referred to as the "**Contractor**."

WHEREAS, in response to the City's Request for Proposals (RFP) No. 21-3018-6225 entitled Brand Research and Development for the City of Newport News, the Contractor has submitted a timely proposal to provide services as described in its sealed proposal, and the City desires to contract with the Contractor to provide the services.

THEREFORE, in consideration of the payments to be made by the City of Newport News, and other good and valuable consideration, the parties covenant and agree as follows:

1. The Contractor shall provide the services in accordance with the provisions of this Contract and attached Exhibits, the City's RFP, any addenda attached thereto, the Contractor's proposal, Best and Final Offer and any Purchase Orders issued pursuant to this Contract, all of which are incorporated by reference. All parts of the Contract are intended to be complementary and are binding. In the event of any conflict, discrepancy, error or omission among any parts of the Contract, the following order precedence shall govern: (1) this Contract; (2) the City's RFP and related Addenda; (3) the Contractor's Proposal and related amendments and offers; and (4) Purchase Orders.
2. **Scope of Work**. The Contractor shall provide the services identified in its proposal and in the RFP.
3. **Term**. Services shall commence on June 1, 2021 and shall continue for thirty two (32) calendar weeks. Services may extend to a maximum period of twelve (12) calendar months, if the parties mutually determine that additional time is required.
4. **Payment**. The City shall pay the Contractor for services rendered in the total sum of \$94,500.00.
5. **Required Notifications**. Contractor shall immediately notify the City in case of emergency, injury to persons, or damage to equipment or property.
6. **Independent Contractor**. Contractor is an independent contractor, and its employees shall not be classified as City employees and shall not claim nor receive any City employee benefits (such as worker's compensation, accident or health insurance, etc.).
7. **Non-exclusive**. This Contract is non-exclusive. City may contract with other entities for the same or similar services without liability or obligation to Contractor.
8. **Insurance**. The Contractor shall maintain the required insurance coverages for the entire duration of the contract, including all renewal periods, and shall provide notice of non-renewal or cancellation in accordance with the requirements included in the RFP.
9. **Amendments/Modifications**. The parties may amend this Contract at any time, in writing, by mutual agreement. The City Manager or her designee may execute such amendments on behalf of the City.

10. **Suspension or Termination.** The City may terminate this Contract for convenience or cause as specified in the RFP.
11. **Notices.** Notices required by this Contract shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Contract shall be addressed to the individuals below unless otherwise modified by subsequent written notice:

Contractor: Will Ketchum, President
North Star Place Branding + Marketing
1023 Kings Avenue
Jacksonville, FL 32073
will@northstarideas.com
Tel Number: (904) 304 8742

City: Kersha Aerga, Senior Buyer
City of Newport News, Virginia Office of Purchasing
2400 Washington Avenue, 4th Floor
Newport News, Virginia 23607
Email: aergake@nnva.gov
Fax Number: (757) 926 8038

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

**THE BURDETTE AGENCY, INC dba NORTH
STAR PLACE BRANDING + MARKETING**

DocuSigned by:
BY: Will Ketchum
1D7B48BEBF524C3...

NAME: Will

TITLE: Ketchum

CITY OF NEWPORT NEWS, VIRGINIA

DocuSigned by:
BY: Gary W. Sightler
007B4524BD154331
Gary W. Sightler, Purchasing Agent

EXHIBIT A

NEGOTIATED TERMS AND CONDITIONS

As a result of negotiations, the following revisions to the Scope of Work, and Terms and Conditions included in the Request for Proposals, related Addenda and Contractor's Proposal are incorporated into the Contract:

1. Payment shall be made in three tranches based on key milestones as detailed below:
 - a. Completion of Initial Site Visit – 40%.
 - b. Completion of the Research and Strategy Presentation – 30%.
 - c. Project Completion – 30%.
2. City shall reimburse Contractor's travel expenses (flights, rental car, and hotel) for team members' trips to Newport News following delivery of an invoice accompanied by receipts verifying the said expenses. The total amount payable as travel expenses shall not exceed the sum of \$4,500.00.
3. Contractor agrees to be bound by the contract price even in the event that the project transcends the originally proposed time-frame of 32 calendar weeks, subject to a maximum 12 calendar months period, from project commencement to completion.
4. City agrees to cooperate with Contractor in the performance of the services, including meeting with Contractor and providing Contractor with such non-confidential information that the City may have that may be relevant and helpful to Contractor's performance of the services. It may be necessary for the City to share trade secrets and/or other confidential and/or proprietary information or matters with the Contractor. The parties agree that such information and the materials referenced in the Contract, the results and developments therefrom are confidential and/or proprietary information belonging to the City. Contractor agrees not to disclose to any third party any such trade secrets and/or confidential or proprietary information for its own separate benefit. Contractor will be responsible for its employees or agents complying with the provisions of this Contract.
5. To ensure that the recommended strapline (tagline) is available for use and capable of being trademarked, Contractor will conduct a trademark registration search with the United States Patent and Trademark Office via their web site: <http://www.uspto.gov/main/trademarks.htm>. Contractor will report any records found relating to the strapline. While Contractor can make introductions to intellectual property attorneys and suggest steps to take, the pursuit of an official, legally-binding trademark is the responsibility of the City. Concepts, logos and straplines not selected by the City remain the intellectual property of the Contractor.
6. Stock photography and typography used for the demonstration of creative concepts is not to be reproduced or published in any way without the City first negotiating usage rights with the appropriate stock image or typography provider.
7. Upon termination of this Contract, Contractor shall transfer, assign and make available to the City, or its representatives, all property and materials in its possession or control belonging to the City and/or paid for by the City. In the event that the material, which is the subject of this Contract, is copyrightable subject matter, Contractor and City agree that for the purposes of this order the material shall be a work made for hire and the property of the City. In the event that the material which is the subject of this Contract is not copyrightable subject matter, or for any reason is determined not to be a work made for hire, then and in such event Contractor hereby assigns all right, title and interest to said material to City for the fees specified herein. Concepts, logos and straplines not selected by the City remain the intellectual property of the Contractor.

Certificate Of Completion

Envelope Id: 3CE8970910824F188165D27EB1CE8675

Status: Completed

Subject: Please Approve: Contract No. 21-3018-6225

Source Envelope:

Document Pages: 3

Signatures: 2

Certificate Pages: 3

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:

Shawneequa Tyler

2400 Washington Avenue

City Hall, 4th Floor

Newport News, VA 23607

tylersd@nnva.gov

IP Address: 216.54.23.130

Record Tracking

Status: Original

5/26/2021 10:57:24 AM

Holder: Shawneequa Tyler

tylersd@nnva.gov

Location: DocuSign

Signer Events**Signature****Timestamp**

Gary W. Sightler

Completed

Sent: 5/26/2021 11:07:04 AM

sightlergw@nnva.gov

Viewed: 5/27/2021 10:19:42 AM

Purchasing Agent

Signed: 5/27/2021 10:20:02 AM

City of Newport News, Virginia Office of Purchasing

Using IP Address: 216.54.23.130

Signing Group: Purchasing Management

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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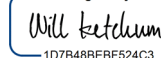
Will Ketchum

will@northstarideas.com

President

Security Level: Email, Account Authentication
(None)

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Signed: 5/27/2021 12:44:23 PM

Signature Adoption: Pre-selected Style

Using IP Address: 173.165.205.133

Electronic Record and Signature Disclosure:

Accepted: 5/25/2021 2:30:24 PM

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Company Name: City of Newport News, Virginia Office of Purchasing

Gary W. Sightler

sightlergw@nnva.gov

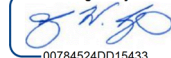
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City of Newport News, Virginia Office of Purchasing

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Security Level: Email, Account Authentication
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Signed: 5/28/2021 4:46:57 AM

Signature Adoption: Uploaded Signature Image

Using IP Address: 216.54.23.130

Electronic Record and Signature Disclosure:

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Company Name: City of Newport News, Virginia Office of Purchasing

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp**

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Kersha Aerga aergake@nnva.gov Senior Buyer City of Newport News, Virginia Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/28/2021 4:47:02 AM Viewed: 5/28/2021 4:52:23 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/26/2021 11:07:05 AM
Certified Delivered	Security Checked	5/28/2021 4:46:45 AM
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Completed	Security Checked	5/28/2021 4:47:02 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CITY OF NEWPORT NEWS, VIRGINIA ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

The City of Newport News, Virginia (City) accepts electronic signatures and utilizes software (DocuSign) to facilitate obtaining signatures for contract related documents and agreements initiated by the Office of Purchasing. Electronic signatures are authorized in Title 59.1, Chapter 42.1 Uniform Electronic Transactions Act of the Code of Virginia which is available for viewing at the [Virginia Legislative Information System website](#).

Agree to Electronic Signatures

By selecting the check-box next to “I agree to use electronic records and signatures”, you confirm that:

- You have read this Agreement;
- You agree to sign contract related documents and agreements with the City by an electronic means, including the DocuSign system;
- You affirm that you are authorized to provide consent for electronic signatures on behalf of your company;
- You can print on paper or save or send this Agreement to a location where you can print it for future reference; and
- You consent to receive contract related documents and agreements by electronic means, including the DocuSign system, during the course of your contractual relationship with the City and your consent will continue until you advise otherwise.

Withdrawing your Consent

You may withdraw your consent to electronic signatures by contacting the Office of Purchasing at:

City of Newport News, Virginia Office of Purchasing
2400 Washington Avenue
City Hall, 4th Floor
Newport News, Virginia 23607
Phone: 757-926-8721
Email: purchase@nnva.gov

Consequences of changing your mind

If you elect to receive contract related documents and agreements only in paper format, it will slow the speed at which we can complete certain steps in transactions with you.

AGREEMENT TO PIGGYBACK A CONTRACT
FOR SERVICES BID BY ANOTHER GOVERNMENTAL ENTITY

WHEREAS, **The Burdette Agency, Inc., dba North Star Place Branding & Marketing**, a Florida Corporation ("Consultant") entered into an agreement dated May 28, 2021, Contract No. 21-3018-00, with the **City of Newport News**, a Virginia municipal corporation, for Brand Research and Development for the City of Newport News (IFB No. 21-3018-6225), services procured pursuant to F. S. §287.057, (the "Agreement").

WHEREAS, the City of Zephyrhills, 5335 8th St. Zephyrhills, FL 33542, a Florida municipal corporation ("City") has the legal authority under its purchasing policies adopted by the Zephyrhills City Council to "piggyback" onto a contract procured pursuant to F. S. §287.057 by another governmental entity when seeking to utilize the same or similar services provided for in the said contract; and

WHEREAS, the City desires to "piggyback" onto the referenced Agreement between the Consultant and the City of Newport News for utilization of the same or similar services and the Consultant consents to the aforesaid "piggybacking".

NOW THEREFORE, having found it to be in the public interest,

1. The Consultant affirms and ratifies the terms and conditions of the above referenced Agreement and agrees to perform the services set forth therein for the City in accordance with the terms of said Agreement until the work is completed.
2. The City agrees to utilize the services of the Consultant in a manner and upon the terms and conditions as set forth in the Agreement until the work is completed.
3. The City and Consultant agree to follow the current Agreement term that expires in 32 weeks from June 1, 2021 which is approximately January 8, 2022, as agreed to by the City of Newport News and the Consultant.
4. The Agreement may extend to a maximum period of twelve (12) calendar months, if the parties mutually determine that additional time is required.
5. This piggyback shall be based on the arrangements made in the City of Newport News solicitation. Documents are:
 - a. Award Memo
 - b. Executed Contract
 - c. RFP
 - d. North Star Response
 - e. Zephyrhills' Proposal
 - f. North Star Approval
6. The parties agree that venue for any litigation arising from this piggyback agreement shall be in Dade City, Pasco County, Florida.

7. The parties agree that the City shall have forty-five (45) days from the date of invoice to provided payment pursuant to Florida Statute section 218.74.
8. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI.ZEPHYRHILLS.FL.US OR CITY CLERK – CITY OF ZEPHYRHILLS - 5335 EIGHTH STREET – ZEPHYRHILLS, FLORIDA 33542.**
9. The City Manager of the City of Zephyrhills may approve the continuance of this “piggyback” for the renewal terms and conditions as appropriate if original parties have extended their contract.
10. Indemnity. Contractor/Vendor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor/Vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor/Vendor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor/Vendor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement. Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.
11. Insurance. Contractor/Vendor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$ 1,000,000 (this could be \$2,000,000 depending on the amount of the contract) Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by Contractor/Vendor as required herein shall be considered, and Contractor/Vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or

12. Builders' Risk — If this Contract includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e. Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or \$25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

CITY MANAGER'S REPORT 4.4

Discussion of The Greater Zephyrhills Chamber of Commerce's Proposal To Lease The Train Depot

Issue:

The Greater Zephyrhills Chamber of Commerce would like to discuss a long-term lease with the City for the Train Depot located at 39110 South Avenue.

Background:

City staff was approached by the Chamber of Commerce regarding the leasing of the Train Depot for Chamber offices. Below are some of the details that have been discussed:

- 30 year lease;
- The City will no longer contribute \$10,000 to the chamber, but will not charge a lease for the building;
- The Chamber will build a historic museum as part of the Visitor's Center in the upstairs portion of the building;
- Staff offices will be located in the lower rooms;
- The existing train display will remain as part of the museum and the Trainmen Association will continue to have access to the building with notice. If approved, the train men will coordinate with Chamber representatives for access instead of the City. The bi-annual show will continue with coordination between the trainmen and Chamber;
- The Rotary Club will continue to hold meetings at the Depot in coordination with the Chamber;
- Use of the detached storage unit will need to be coordinated with Public Works;
- The Chamber will have access to the outdoor restrooms they can open during special events;
- The Chamber will provide insurance with the City listed as an additional insured;
- The City will no longer utilize the Depot as a rental.

Attachment(s):

1. Train Depot Proposal 10.1.21

Fiscal Impact:

If approved, the City will no longer provide the \$10,000 to the Chamber of Commerce as part of the annual funding. The City will lose the ability to rent the property in the future. Past years revenues are 2019 - \$100; 2020 - \$600; and 2021 - \$2,820.

Staff Recommendation:

In an effort to streamline our organization along with supporting the community, The Greater Zephyrhills Chamber of Commerce would like to engage in a conversation about a long-term lease with the City of Zephyrhills for the Zephyrhills Train Depot Museum located at 39110 South Ave., Zephyrhills.

The Chamber's Board of Directors, volunteers and professional staff have been committed to delivering on the value of a community-based Chamber of Commerce serving the greater Zephyrhills community for more than 75 years. We work to further our mission of "Advancing Economic Growth and Prosperity in our Community" by being *The Catalyst for business growth- *The Connector for leaders and influencers - *And, The Champion for stronger communities. We view the city as a valued partner in these efforts and look forward to ongoing collaborative relations furthering business and economic development.

As you know this last year has caused most businesses to shift priorities and as we have looked toward the future and what the chamber can and will be - we are questioning rather ownership of a building is necessary – or could a partnership with the city to share their historic building be a great fit for all.

The pros of this partnership could include:

1. The current chamber building would continue to be on the tax rolls.
2. The current building could be a great addition to downtown and could house a restaurant or business that is open later in the evening.
3. The chamber could be showcased in an historic city building and become a destination for visitors to our community. The chamber housed in the Train Depot would bring the seldom used historic building to life.
4. Layout of depot would be an amazing backdrop for a beautiful and engaging Visitor's Center.
5. The historic artifacts that have been gifted to the city could be displayed and showcased in a museum type setting. This would provide another reason for people to visit Zephyrhills.
6. The additional space would allow for more classes and training for the business community and youth.
7. The location of the depot allows for expanded ways to support local businesses, i.e., the chamber could host art fairs, food truck rallies, local vendor expos, etc.
8. A long-term lease of the Train Depot could allow for increased chamber programming and help with sustainability of the organization.
9. Location of the Visitor's Center at the depot could be a gateway to the Airport and Military History Museum along with being advantageous to helping with Pigz in Z'Hills logistics.
10. A building sitting vacant or rarely used is not healthy, the chamber would be good stewards and respect the historic integrity of the building.
11. A lease with the Chamber would provide less wear and tear on the building than the current weekend rentals. It could also reduce staffing cost for the city.

The cons of the Chamber moving could include:

1. Losing the downtown visibility
2. Ownership of real estate
3. Risk of long-term lease not being secured.

The city has been partnering with the chamber for many years with an annual contribution which helps to support the Zephyrhills Visitor's Center, marketing of the community, programs, and events, along with membership to six city agencies.

In part that partnership includes:**ZEPHYRHILLS VISITORS AND BUSINESS WELCOME CENTER**

The Zephyrhills Visitors and Business Welcome Center is open to the public five days a week and is known in the community as a trusted source. It is the first stop for newcomers, residents, and visitors who wish to receive a variety of information on living, working and playing in Zephyrhills. The Zephyrhills Chamber services over 70,000 unique visitors and at www.zephyrhillschamber.org and as many as 15,000 direct inquiries (walk-in, telephone, emails, expo events) every year.

COMMUNITY-MINDED PROGRAM DELIVERY

Community Outreach programs sponsored by the Chamber of Commerce demonstrate a commitment beyond that of service to member organizations. With the new venue in place Pigz in Z'Hills BBQ & Blues Fest will continue to bring visitors and attention to our airport facilities and to the WWII Museum of Military History; the Annual Community Awards Presentation recognizes excellence in business and community leadership; the Incredi-Bowl Z'Hills raises money for community projects of the Chamber; the Student Citizen of the Month program honors youth citizenship; and the Chamber Ambassadors Program supports businesses, fundraisers and community service projects benefiting non-profit organizations throughout the year.

MEMBER SERVICES AND PROGRAMS

The chamber hosts as many as 100 business development and networking programs a year for member organizations: Topics at Twelve, niche networking such as KNOW, Business Breakfasts, Professional Development Seminars, Public Workshops, Educational Programs, Mixers, Open Houses and Grand Openings. As with all Chamber members, the City of Zephyrhills is in the spotlight year-round on the Chamber Website and in printed marketing collateral distributed throughout the year. A complete listing of all City services, facilities, museums, public parks, and the public library have a listing in the Chamber's annual signature publication – *Zephyrhills Business & Community Magazine* – while a full page is dedicated to City Government and Council with editorial and photo space.

As we discuss the option to lease the Historic Train Depot our proposal would include:

1. A long-term, 30-year lease of \$250.00 per month to cover utilities in lieu of the yearly city contribution. The above member benefits to continue: Visitors and Business Welcome Center, Programs, Business Development, Partnership in Pigz in Z'Hills, Student Citizen of the Month, Membership for city entities. (Value \$10,000.)
2. The Chamber to house the Visitor's Center in the large gathering area which will be open Monday – Thurs. 9-4pm, Fri. 9-2pm. Closed for holidays and training days.
3. Staff offices will be housed in the lower rooms.
4. The chamber would like to build a historic museum in the Visitor's Center using existing items donated to the city along with historical items that might be donated in the future.
5. The existing train display to stay as part of the museum. Access for the Trainmen Association can be allowed with notice. The bi-annual train show can continue to be held with notification.
6. Use of the storage unit attached to the restrooms will be needed. The Trainmen Association would need some of this storage for their items stored in depot.
7. Restrooms will need to be open when events are scheduled.

We'd like to ask the city to provide maintenance for the building and grounds. The chamber would be good stewards of the building and help to maintain the interior.

Thank you for considering this proposal,
Dr. Randy Stovall, Melonie Monson,
Chairman President & CEO