PUBLIC NOTICE AND AGENDA OF THE GROVELAND CITY COUNCIL MEETING SCHEDULED TO CONVENE AT 7:00 P.M., MONDAY, JANUARY 5, 2014 IN THE E.L. PURYEAR BUILDING LOCATED AT 243 S. LAKE AVENUE, GROVELAND, FLORIDA

MAYOR	TIM LOUCKS	tim.loucks@groveland-fl.gov
VICE-MAYOR	JOHN GRIFFIN	john.griffin@groveland-fl.gov
COUNCIL MEMBER	JAMES SMITH	james.smith@groveland-fl.gov
COUNCIL MEMBER	DINA SWEATT	dina.sweatt@groveland-fl.gov
COUNCIL MEMBER	EVELYN WILSON	evelyn.wilson@groveland-fl.gov
CITY ATTORNEY	ANITA GERACI-CARVER, ESQ.	
CITY MANAGER	REDMOND D. JONES, II	redmond.jones@groveland-fl.gov
CITY CLERK	TERESA BEGLEY	teresa.begley@groveland-fl.gov
SERGEANT-AT-ARMS	CHIEF M. SMITH TENNYSON	melvin.tennyson@groveland-fl.gov

Please note: Most written communication to or from government officials regarding government business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

AGENDA

Call to Order

Opening Ceremonies

a. Pledge of Allegiance
b. Invocation

Roll Call

Reports

a. City Council Member Reports
b. City Manager's Report
c. City Attorney's Report
d. Citizen Advisory Reports

Consent Agenda

- Approval of City Council Meeting Minutes 12-15-2014

New Business

1) Reschedule of Second Council Meetings for the Months of January and February
2) Potential Refinancing of the 2012A Note with Fifth Third Bank (Public Safety Property)
3) LeadsOnline Agency Agreement
4) Continuing Services Agreement
5) Discussion re: Possible Lake County Public Works Projects

Old Business

6) Ordinance 2014-12-19: Orientation and Design of Non-Residential Buildings

Announcements

Public Comments*
Adjournment

****Groveland Code of Ordinances Sec. 2-58 (f)***. Any person desiring to address the council shall first secure the permission of the presiding officer and shall give his name and address for the record. All remarks shall be addressed to the council as a body and not to any member thereof unless permission to do so is first granted by the presiding officer. Unless further time is granted by the presiding officer or the council, members of the public shall limit their discussion or address to no more than five minutes. No question shall be asked a councilmember or city official except through the presiding officer. If your address is exempt from public record you are not required to state it. In addition do not give out your Social Security Number, phone number, email address of any other information you do not want others to have access to as the meetings are recorded and those recordings are considered public record.

Pursuant to the provisions of Chap. 286, F.S., Sec. 286.0105, if a person decides to appeal any decision made by this body with respect to any matter considered at this meeting, he or she will need a record of the proceedings, and that for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record may include the testimony and evidence upon which the appeal is to be based and is advised to make such arrangements at his or her own expense.

City of Groveland

Minutes

City Council

Monday, December 15, 2014

The Groveland City Council met in a regular meeting on Monday, December 15, 2014 in the E.L. Puryear Building located at 243 S. Lake Avenue. Mayor Tim Loucks called the meeting to order at 7:00pm with the following members present: Vice Mayor John Griffin, Council Members James Smith, Dina Sweatt, and Evelyn Wilson. City officials present were: City Manager Redmond D. Jones, II, City Attorney Anita Geraci-Carver, City Clerk Teresa Begley and Sergeant-at-Arms Chief M. Smith Tennyson.

OPENING CEREMONIES

The meeting opened with the Pledge of Allegiance followed by the invocation given by Council Member Sweatt.

Consensus to move Item 1 Letter of Commendation – Officer Alicia Menendez before Council Member Reports.

GUEST SPEAKERS, PRESENTATIONS, AND PROCLAMATIONS

1. **Letter of Commendation – Officer Alicia Menendez**

   Mayor Loucks, along with the Council, presented Ofc. Menendez with a Letter of Commendation Certificate for her life saving achievement.

REPORTS

a. **Council Member Reports**

- **Mayor Loucks** stated he had heard many concerns regarding the Hunt Industrial Park Phase III Economic Incentive Package currently being developed by staff and asked Mr. Jones to speak to this matter with the Council.

  Mr. Jones addressed the Council informing them that a Memorandum of Understanding (MOU) has been agreed upon and signed by all parties. A development team was formed consisting of himself, Finance Director Gwen Walker, Community Development Director Ryan Berger, Public Services Director James Huish and Economic Development Director Rodney Lucas and is tasked with this project. The team has been meeting weekly and made their meetings open to The Hunts with an on-going invitation.

  Mr. Jones said he and Mr. Huish are working through sewer delivery options for this project. Once staff can make recommendation(s) regarding this aspect of the project, a request for consideration or information will come to Council for approval. Continuing with the "all the above approach" Ms. Walker is currently working on developing TIF (Tax Increment Financing) policy that can be brought to Council, and if approved can be applied to this project. Mr. Lucas and Mr. Berger are working on applying an existing amortization policy/finance policy that allow for a five year model. Currently, the model uses interest being set at prime rate. Once we get a better understanding of the financial position of the project (review a pro-forma).

Mr. Jones stated that he has directed staff to prepare strategies that would include a low or zero based special consideration which would require City Council Approval. Such a measure would require a well spelled out cost benefit analysis, because it would open the city to future request, and we need to be on solid ground to back such an incentive option.

Additionally, staff is working on completing the overall incentive package/development agreement with a cash infusion. Although they have clear economic development policy regarding cash infusions, staff will be looking forward to understanding more about the financial position of the project; thus, allowing staff to construct special consideration that are outside of our policies, yet provide strong economic development justifications that could guide future special considerations.

The overall Economic Incentive Package is estimated to be valued at $187,000 with amortization using a 5-yr model. The Hunt Industrial Park – Phase III is estimated to cost $4.2 million and will house 30-50 businesses.

Mayor Loucks stated that the project has gone on too long without being completed. He stated that Groveland is trying to attract new businesses and The Hunts have a proven track record. Mayor Loucks stated that he has been involved with the project off and on for four months acting as a liaison between The Hunts and Staff when necessary. Council Member Wilson stated her concern that details were not being fully given to Council in advance and that Mayor Loucks has been involved acting as liaison without updating the Council on what had transpired. She stated that she fully supports The Hunts and their projects but is concerned that money will be available if another business wanted to come into Groveland. She feels that Groveland is on the cusp of taking off and we must all be prepared for it when it happens. CM Wilson asked that Manager Reports with information such as this be provided to the Council with enough time to review and ask questions instead of receiving it immediately before a meeting.

Mr. Donnie Hunt addressed the Council stating that his company built Phase I of Hunt Industrial Park in 2004, Phase II in 2008 and now that the economy is recovering in the third quarter of 2014 they want to build Phase III in 2015. The industrial park is completely built out and rented with a waiting list of tenants. Mr. Hunt stated that he wants to stay in South Lake. His park is pulling businesses out of Orlando and Clermont to Groveland. Phase III of the project will have store fronts that face the new trail, a small professional incubator office building and mixed space for commercial and industrial businesses. The Hunt's business model is unlike any others and is vastly popular and effective.

Mayor Loucks feels that the project has drug on for such a length of time that Clermont and Lake County are now courting The Hunts asking that they de-annex from Groveland and annex into Clermont. He feels that the red carpet should be rolled out to The Hunts. He claims that this is a long process and he did get involved to jump start it. Mayor Loucks stated that staff should not delay The Hunts any further.

Mr. Jones stated he does not believe that staff has been delaying the project. He said that staff has been working diligently to complete the incentive package.

- **Council Member Wilson** attended the Lake Legislative Days Workshop where Development of Regional Impacts (DRIs) were the main discussion topic. She stated

that she was told the Villa City DRI application may be being held up until the outcome of the legislative session. During the session DRIs will be examined to determine if they need to continue to be handled in the same way or if the application process should be ended.

During the recent Lake~Sumter MPO Meeting she was informed that the SR50 Realignment Project's next phase has not/will not be funded at this time. She stated that she was given comment forms to submit to FDOT and these can be used to let FDOT know that we want and need this project to continue. She was informed that if the right-of-way acquisitions were pushed back to 2020/21 the road will not be constructed until 2025. She said that Council must become involved in this project to keep it from being delayed.

She attended the Christmas Parade on Saturday and thoroughly enjoyed it.

CM Wilson asked Mr. Jones the status of the Welcome to Groveland signs that she asked for last spring. She said that she met the FDOT contact at the recent MPO meeting. When she asked about the signs she was told that FDOT had not been contacted regarding the placement of any new signs. She asked the Council if they were willing to place a sign off the turnpike saying Welcome to Groveland. ***Consensus to have a small welcome sign placed off the Turnpike.***

CM Wilson asked Mr. Jones if he discovered who the lights north of Cherry Ridge belonged to as these lights were on without any lots being built. Mr. Jones informed CM Wilson that the lights belong to the developer who had them turned on because development is soon beginning on the property.

- **Council Member Sweatt** attended the Christmas Parade Committee meeting as well as the Lake~Sumter MPO Executive Board meeting the previous week, She thanked Mr. Huish's workers for building the float that she and Council Member Wilson road on in the Christmas parade. She said she had a wonderful time even though she noticed it was not as well attended as in previous years.
- **Vice Mayor Griffin** attended the Lake County League of Cities Luncheon with Mr. Jones where the round table discussions revolved around the 2015 Legislative Agenda. After the meeting he gave Mr. Jones a tour of the Arnold Brothers Park at the Browns Ford Bridge located on SR 19 to show him the fishing pier. He stated that he had many constituents who requested a fishing pier similar to this one be built on Lake David. Many people from his district enjoy fishing and supplement their diet with the fish they catch. In addition, he announced the reenactment of the 2nd Seminole War to be held Jan 3-4 at the Dade Battlefield State Park in Bushnell.

b. **City Manager Redmond Jones** reviewed his report informing Council that Krispy's Chicken has signed and MOU. There has been no activity on the Villa City DRI application. The City website is live and has received positive reviews; although staff is working out bugs caused by the transfer of documents from the old site. The early design concepts were presented to the Recreation Advisory Committee and were well received. He is personally hosting and funding a Holiday Hoedown luncheon for employees on December 23 and asked Council to participate by serving the staff. An invitation was extended to anyone who wished to come to City Hall to view the Deck the Door submissions created by staff. Again, an invitation to participate in his Premier Cities Campaign was extended.

CONSENT AGENDA

- **Approval of City Council Workshop Minutes 11-17-2014**
- **Approval of City Council Workshop Minutes 12-01-2014**
- **Approval of City Council Meeting Minutes 12-01-2014**
  Council Member Sweatt moved to approve; seconded by Council Member Smith. The motion was approved with all members present voting aye.

NEW BUSINESS

2. **Appointment to Recreation Advisory Committee**

   Mayor Loucks states that applicant Mr. Edmund Meyer pulled his application.

   Council Member Wilson moved to appoint Mr. George Rosario to the Recreation Advisory Committee; seconded by Council Member Sweatt. The motion was approved with all members present voting aye.

3. **Discussion re: Business Tax Receipt Fees**

   Vice Mayor Griffin moved to leave the fees as they are now; seconded by Council Member Sweatt. The motion was approved with all members present voting aye.

4. **Lago Katrina – Third Amendment to Declaration of Easements, Covenants, Conditions and Restrictions – INFORMATIONAL ITEM ONLY**

   Staff informed the Council that they had reviewed and approved the declarations and will have the document executed and recorded.

5. **Preliminary Plat – Cypress Oaks**

   Council Member Smith moved to approve; seconded by Council Member Sweatt. The motion passed with all members present voting aye.

6. **Preliminary Plat – Katrina Shores**

   Council Member Wilson moved to approve; seconded by Council Member Sweatt. The motion passed with all members present voting aye.

7. **Ordinance 201-12-19: Orientation and Design of Non-residential Buildings**

   Council Member Smith moved to approve; seconded by Vice Mayor Griffin. The motion passed with all members present voting aye.

COUNCIL ANNOUNCEMENTS

Light Up Groveland Winners announced as follows:
District 1 – 271 Blue Cypress Dr

District 2 – 1205 Osprey Nest
District 3 – 1084 Singleton Circle
District 4 – 271 Blue Cypress Dr
District 5 – 122 Florida Ave

OPEN FORUM

Mike Radzik of Groveland Cares *addressed the Council regarding his organizations wish to provide tutoring services to disadvantaged children. He stated that he spoke with Mr. Lucas regarding this matter and his wish to utilize the Senior Center's computer room. Tutoring would be offered to six individuals to at a time initially for homework but would expand to Microsoft Office Software and resumes. He feels the Senior Center would be an excellent location as it is within easy walking distance from the City's recognized blighted area.*
Consensus to have staff research this matter.

Adjournment

Mayor Loucks adjourned the meeting 9:00pm.

Attest:

Tim Loucks, Mayor

Teresa Begley, City Clerk

REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE:	January 5, 2015

AGENDA ITEM:	**Reschedule of Second Council Meetings for the Months of January and February**
CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
PREPARED BY:	Teresa Begley, City Clerk
DATE:	December 29, 2014

BACKGROUND:

Due to the observance of Martin Luther King, Jr's Day and President's Day Council needs to reschedule the meeting dates for the second meetings in both January and February. The city attorney has meetings scheduled for the Tuesdays of those weeks and will not be able to attend on that night. It is staff's recommendation to hold the meetings on the Thursday of the weeks in questions as some council members may have prior commitments on Wednesday.

Scheduled Meeting Date:	Monday – January 19 Monday – February 16
Recommended Meeting Date:	Thursday – January 22 Thursday – February 19

STAFF RECOMMENDATION:	Give a consensus for a January and February meeting date.

REVIEWED BY CITY MANAGER:
COUNCIL ACTION:
MOTION BY:
SECOND BY:

REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE:	January 5, 2015

AGENDA ITEM:	**Potential Refinancing of the 2012A Note with Fifth Third Bank (Public Safety Property)**
CITY GOAL:	Establish a Sound and Sustainable Government supported by professionalism, progressive thinking and modernizing the organization.
PREPARED BY: Manager	Gwen Walker, Finance Director and Redmond Jones, City
DATE:	December 23, 2014

BACKGROUND: Mr. Jones and Mrs. Walker met with Jeff Larson and Nicole Larson of Larson Consulting Services and Mike Williams of Akerman Senterfitt, Note Council regarding the City's general fund financial health. During the meeting, Mr. Larson presented several scenarios regarding a potential refinancing of the 2012A Note on the Public Safety property located behind Tractor Supply. As you are aware, the current note has an October 2019 balloon payment in excess of $1.5 million. Further, Section 4.05 of the note agreement reads **"The City will not while the Notes are Outstanding, without the prior approval of the Bank, incur any indebtedness."** This clause in the Note prevents the City from securing any funding for any other identified project without the bank's prior approval. The team feels strongly that this hampers the City's ability to move forward with other financing options for identified projects such as the amphitheater or the public safety complex or any other project so identified by Council for which funds would be financed in the general fund. We have invited Mr. Larson to attend the second City Council meeting in January to do a presentation on possible refinancing options.

STAFF RECOMMENDATION:	For Information

REVIEWED BY CITY MANAGER:	
COUNCIL ACTION:	
MOTION BY:	**SECOND BY:**

REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE:	January 5, 2015

AGENDA ITEM:	**LeadsOnline Agency Agreement**
CITY GOAL:	Establish a Sound and Sustainable Government, supported by professionalism, progressive thinking and modernizing the organization. Promote Quality of Life through events, projects and policies that include Public Safety, Community Pride Events, Strong Citizen Involvement, Parks and Recreation venues.
PREPARED BY:	Gwen Walker, Finance Director in conjunction Chief M. Smith Tennyson
DATE:	December 10, 2014

BACKGROUND: Leads operates and maintains an electronic reporting and criminal investigation system to assist law enforcement agencies in the performance of their duties. Through LeadsOnline, our agency will be linked to pawn shops nationwide and we will be able to track property that was stolen and pawned. This reporting system has helped the Police Department clear several outstanding cases.

STAFF RECOMMENDATION:	Approve the LeadsOnline Agency Agreement

REVIEWED BY CITY MANAGER:	
COUNCIL ACTION:	
MOTION BY:	**SECOND BY:**

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AGENCY AGREEMENT

This LeadsOnline, LLC AGENCY AGREEMENT ("Agreement"), dated, December 15, 2014 ("Effective Date") is made between Groveland Police Department ("Agency") and LeadsOnline LLC ("Leads").

SCOPE OF AGREEMENT

Leads operates and maintains an electronic reporting and criminal investigation system for receiving Data for the use of Law Enforcement Officials in their official duties. Leads acts in the capacity of an agent for such Law Enforcement Agencies for the purpose of collecting, maintaining and disseminating Data.

Agency desires to utilize Leads' System to support its investigations.

Subject to the terms of this Agreement and in consideration of the mutual covenants stated below, the parties agree as follows:

1. Definitions

1.1 "Data" means all information provided by Reporting Business and Law Enforcement Agencies about transactions, including (but not limited to) the transaction number, item number, product UPC code, quantity and ingredients, make, model, property description, serial number, name, address, identification number, telephone number, date of birth and any images recorded during the course of a transaction according to official request, statutory requirement or otherwise.

1.2 "GLBA" means the Gramm-Leach-Bliley Act of 1999, together with the Privacy Rule and Safeguards Rule promulgated by the U.S. Federal financial institution regulators and the Federal Trade Commission.

1.3 "Law Enforcement Agency" means any agency duly authorized by municipal, state, county or federal government to enforce laws or investigate crimes.

1.4 "Law Enforcement Official" means a person employed and authorized by a Law Enforcement Agency to, in their official duties, access Data and/or submit Data for official use by Law Enforcement Agencies.

1.5 "Leads' System" is Leads' electronic reporting and criminal investigations system for receiving Data for access by Law Enforcement Officials.

1.6 "Reporting Business" shall mean any entity that records Data regarding (a) the receipt or sale of products regulated by law, including but not limited to the Combat Methamphetamine Act of 2005 and (b) the receipt or other disposition of merchandise or materials, and reports such Data for access by Law Enforcement Officials according to official request, statutory requirement or otherwise.

2. Responsibilities of Agency

2.1 Agency agrees that the protection of usernames and passwords used to access Leads services and any Data accessed via Leads by its Law Enforcement Official is the

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responsibility of Agency. Agency agrees to maintain such information in a secure manner and to not provide login credentials to any other person.

2.2 Agency is responsible for the accuracy of information submitted by Agency's Law Enforcement Officials in registration for Law Enforcement Agency's accounts.

2.3 Agency agrees that accounts will be used only by the Law Enforcement Official to whom the account is registered.

2.4 Agency represents and warrants that it shall only access, use and disclose Data for use in Agency's official Law Enforcement Agency duties.

2.5 Agency agrees to not divulge Data or information obtained through Leads' System to anyone other than Law Enforcement Officials within Agency's Law Enforcement Agency, with the exception of disclosure necessary for the purpose of prosecution of crimes within Agency's jurisdiction investigated by Agency.

2.6 With regard to Data accessed from Leads' System, Agency agrees to comply with all applicable statutes, laws and regulations for use and disclosure of non-public personal information, including federal and state data security breach laws and the GLBA.

2.7 Agency will pay subscription fees according to the schedule set forth in Attachment 'A' which by this reference is incorporated herein.

3. Responsibilities of Leads

3.1 Leads agrees to operate and maintain the Leads System for the purpose of receiving Data for access only by Law Enforcement Officials.

3.2 Leads agrees to secure Data using administrative, technical and physical safeguards as set forth in applicable law, including the GLBA.

3.3 Leads agrees to provide use of Leads' System with the capabilities specified in Attachment 'A'.

4. Conditions for use of Leads' System

4.1 Leads' System and website, including but not limited to written materials, text, graphics, logos, software, functionality, icons and images are the exclusive proprietary property of Leads and are protected under the United States Copyright Act (17 U.S.C.) , as well as by all applicable state and international copyright laws, and by the Lanham Act (15 U.S.C. §§1051-1141n). Agency Agrees to abide by any additional copyright notices, trademarks, information, or restrictions contained in any content on Leads' System and website. Leads' System and website may be used solely for the purposes expressly provided for herein, and no aspect of the Leads' System or website may be used for any other purpose whatsoever. Any other use is unauthorized and will constitute an infringement upon the proprietary rights of Leads. No authority to use any content on Leads' System, website, or any other intellectual or other property of Leads not expressly granted by this Agreement shall be implied.

4.2 Agency agrees to not decompile or otherwise copy or use content on the Leads' System or website or other proprietary information of Leads for purposes of reverse-engineering or reconstruction, and to not remove, overprint or deface any notice of copyright,

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trademark, logo, legend, or other notices from any materials Agency obtains from Leads' System or website.

4.3 Agency represents it is a Law Enforcement Agency.

4.4 Leads may modify or upgrade any aspect of Leads' System at any time without notice. Leads agrees to make commercially reasonable efforts to perform such modifications in a manner that is not disruptive to Agency.

4.5 Subject to the terms of this Agreement, Agency hereby appoints Leads as its agent for the sole purpose of collecting, maintaining and disseminating Data from Reporting Businesses. This agency appointment is effective as of the registration date of Agency's initial user.

4.6 Leads uses a number of checks to identify inaccurate or incomplete Data, but cannot and does not represent or endorse the accuracy or reliability of Data or other information submitted by Reporting Business and Law Enforcement Agencies. Data is provided by Reporting Businesses and Law Enforcement Agencies according to the laws and practices enforced in Reporting Businesses' jurisdiction using their proprietary operational software.

4.7 Leads will provide reasonable instructions to Reporting Businesses regarding uploading Data to the Leads' System, but is not responsible for ensuring their compliance with their Data reporting obligations.

4.8 Agency will not discourage Reporting Businesses from submitting Data via Leads.

5. Term

5.1 This Agreement will become effective as of the date first set forth above and remain in effect for three (3) years plus any initial partial year (the "Initial Term") or until termination by Leads or Agency as described below.

5.2 Neither party is obligated to renew this Agreement. Upon expiration of the Initial Term and any renewal term, Agency may renew this Agreement for an additional one-year term upon payment of an annual invoice submitted by Leads.

5.3 Following reasonable notice and cure period(s), either party may without further notice, terminate this Agreement if the other party (a) fails to perform any material obligation required under this Agreement or (b) violates any laws, rules or regulations related to this Agreement.

5.4 Agency may terminate this Agreement by providing 60 days' written notice to Leads prior to the next contract year if funding to make the next scheduled payment is not appropriated to the Agency for this Agreement.

6. Disclaimer and Indemnification

6.1 **EXCEPT FOR THE REPRESENTATIONS SET FORTH IN SECTION III OF THIS AGREEMENT, LEADS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, CUSTOM, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, THE**

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IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY AND ALL OTHER IMPLIED WARRANTIES AND EXPRESS WARRANTIES (OTHER THAN THOSE SET FORTH HEREIN, IF ANY) WITH RESPECT TO LEADS' SYSTEM. LEADS' SYSTEM, INCLUDING ALL DATA, CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH LEADS' WEBSITE IS PROVIDED, AND ACCEPTED AND/OR USED, "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND.

6.2 **IN NO EVENT SHALL LEADS BE LIABLE FOR OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DOWNTIME COSTS, LABOR COST, OVERHEAD COSTS OR CLAIMS OF THE REPORTING BUSINESS, ITS AFFILIATES OR ANY OTHER THIRD PARTY, EVEN IF LEADS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, AT AN ABSOLUTE MAXIMUM, LEADS LIABILITY SHALL BE LIMITED TO THE AMOUNT OF MONEY IT IS PAID BY AGENCY TO LEADS.**

6.3 Leads shall indemnify, hold harmless, protect and defend Agency and its officials, officers, employees, agents and authorized volunteers (the "Indemnified Parties") from and against all losses, liabilities, judgments, costs, expenses, damages (including damages to the Leads' System), attorney's fees, and other costs, including all costs of defense, arising from all suits of law or actions of every nature for or on account of the infringement of any trade secrets, patents, trademarks, copyrights or other proprietary right of any other party by reason of the use or integration of any proprietary materials, equipment, devices or processes, originally incorporated, or provided and used, by Leads in the performance of the services provided under this Agreement. Notwithstanding the foregoing, if the foregoing described losses, liabilities, judgments, costs, expenses, damages and the like arise due to the misuse of the Data or any other breach of this Agreement by Agency, Leads' liability under this paragraph shall be reduced proportionately by the amount of loss, liability, judgment, cost, expense, damage and the like arising due to such misuse or breach by Agency.

7. Miscellaneous

7.1 Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, including any act that would be considered force majeure.

7.2 If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless Leads deems the unenforceable provision to be essential to this Agreement, in which case Leads may terminate this Agreement, effective immediately upon notice to Agency.

7.3 Leads reserves the right to disclose any information in response to an official government request or duly authorized subpoena.

7.4 Any waiver by Leads of a breach of any provision of this Agreement by Agency or delay in enforcing any rights shall not operate or be construed as a waiver of any other or subsequent breach by Agency.

7.5 This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified, changed or

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discharged, in whole or in part, except by an agreement in writing signed by both parties. The mere acceptance of any work order, purchase order or other document containing provisions purported to modify or enlarge the obligations or liabilities of either party shall not be construed as acceptance of such provisions.

7.6 Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement. There are no third-party beneficiaries to this Agreement. The only persons who may enforce or benefit from this Agreement and any rights under this Agreement are Agency and Leads.

7.7 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to this Agreement shall be an appropriate state or federal court located either in Dallas County or Collin County, Texas.

7.8 Neither party will assign its rights or duties under this Agreement without first providing written notice to the other party with at least 30 days to object to such assignment and in doing so, immediately terminate the Agreement without penalty.

LEADS

LeadsOnline LLC

Signature: _____

Print Name: David K. Finley

Title: President & CEO

Date: _____

Address: 6900 Dallas Parkway, Suite 825
Plano, Texas 75024

Tax ID: 42-1720332

AGENCY

Groveland Police Department

Signature: _____

Print Name: _____

Title: _____

Date: _____

Address: 408 W. Orange St.
Groveland, FL 34736

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AGENCY AGREEMENT – Attachment 'A'

SCOPE OF WORK AND ANNUAL SUBSCRIPTION FEE

LeadsOnline System Capability	PowerPlus
Reporting system for pawn/secondhand Reporting Businesses	✓
Online reporting system for all precious metal Reporting Businesses	✓
Unlimited accounts for Agency's Law Enforcement Officials	✓
Images of property, sellers, vehicles, thumbprints, etc. as provided by businesses	✓
Unlimited training and support for Agency's Law Enforcement Officials and Reporting Businesses online and via phone 7:30 – 5:30 M-F	✓
Store monitor compliance management system	✓
ReportIt citizen property inventory system	✓
NCIC automated stolen property reports	✓
Nationwide search access to Data from pawn/secondhand and precious metal Reporting Businesses	✓
BOLO (continuous, saved) searches / hit alerts	✓ 000
ebay First Responder Service	✓
POI Inter-agency communication system	✓ 000
Case Search system	✓ 00
Statement Analyzer system	✓
Reporting system for scrap metal dealers	✓
National search access to Data from scrap metal Reporting Businesses	✓
CompStat mapping system	✓
Total Fixed Annual subscription fee due on 12/15/2014 and on or before each anniversary thereof during the Initial Term	**$2,128**

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http://www.leadsonline.com/main/billing/

Billing and Media Contact Information Form

Thanks so much for using LeadsOnline. We want to make sure we have up to date contact information for your department.

Date: _____ Agency: _____

Billing Contact

When it comes time for renewal, to whom should the renewal invoice be addressed?

A VALID EMAIL ADDRESS IS REQUESTED FOR INVOICE AND BILLING RELATED ISSUES ONLY. THANK YOU!

Name: _____

Title/Group: _____

Mailing Address: _____

City, State, Zip: _____

Phone #: _____

Fax #: _____

Email: _____

Alt. Email: _____

Media Contact

The media is often interested in what Law Enforcement Agencies are doing to protect their communities. LeadsOnline has a sample press release you can use to generate positive press for your department. These are for you to use, we will not contact the media unless you ask us to. Please let us know who to send these materials to at your department.

Name: _____ Title: _____

Phone #: _____ Email: _____

Please return this completed form via email, fax, or mail:

LeadsOnline LLC
6900 Dallas Parkway, Suite 825
Plano, TX 75024
D: 972-331-7748
F: 972-361-0901
accounting@leadsonline.com

THANK YOU!

leadsonline.com

6900 Dallas Parkway, Suite 825, Plano, TX 75024 T 972-361-0900 F 972-361-0901 TF 800-311-2656

LeadsOnline
Catching crooks and cooks since 2000

Groveland Police Department
408 West Orange Street
Groveland, FL 34736

Attn: Chief M. Smith Tennyson

Invoice #:	230255
Invoice Date:	11/15/2014
Customer #:	GLFLPD
Terms:	Due on receipt
Our Tax ID #:	42-1720332

INVOICE

Status:	P.O. Number:
FYES1214	

Months	Description	Total
12	LeadsOnline TotalTrack Plus Metal Theft Investigation System - PowerPlus	2,128.00

NEW! Please update your billing contact information online:
http://www.leadsonline.com/main/billing/

Contract Dates:
12/15/14 - 12/14/15

Thank you for your subscription. Please remit payment to:
LeadsOnline, 6900 Dallas Parkway, Suite 825, Plano, TX 75024

To pay by credit card, please call 972-331-7748
We accept American Express, Visa, MasterCard, and Discover Card
We also accept Direct Deposit | Electronic Funds Transfer | ACH

Purchase Orders should be emailed to accounting@leadsonline.com

Total Due: $2,128.00

Please call 972-331-7748 or email accounting@leadsonline.com
should you have any questions about this invoice.

LeadsOnline's Tax ID #: 42-1720332 (LLC-P)

REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE:	January 5, 2014

AGENDA ITEM:	**Continuing Services Agreement**
CITY GOAL:	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including Partnering with the School District.
PREPARED BY:	James Huish, Public Services Director
DATE:	December 8, 2014

BACKGROUND: The City of Groveland advertised for Letters of Interest for Statement of Qualification and received qualification submittals from five firms on November 14, 2014. A committee of five employees scored the five submittals and ranked the top three. The results of the scoring are attached.

The Public Service Department wishes to enter into Continuing Services Agreements for engineering consulting services with three additional engineering firms: AMEC, CPH, and BESH. The City is currently under contract with TSR and TetraTech for these services with one year remaining on their contracts. The Public Services Department believes there is an opportunity to receive more competitive consulting services RFQ's and additional expertise with these three firms vying for work on our projects, thus reducing the costs of projects.

STAFF RECOMMENDATION: Approve Continuing Service Agreements with AMEC, CPH, and BESH.

REVIEWED BY CITY MANAGER:	
COUNCIL ACTION:	
MOTION BY:	**SECOND BY:**

Engineering Services Statement of Qualifications

Score Sheet

NOTE: Scoring is based on a spread of (1-10) with 10 being the highest possible for each section

Engineering Firms	CPH	AMEC	BESH	Littlejohn	Metzger & Willard
Water Plant Design	26	23	29	13	26
Wastewater Plant Design	30	18	28	14	24
Piping Design	35	30	25	28	29
Regulatory Compliance	24	29	24	22	22
Streets & Drainage	27	42	33	47	30
Systems Modeling	26	28	29	24	25
TOTALS	168	170	168	148	156

Scorers

James Huish
Willie Morgan
Rickie Rodriguez
Chuck Mack
Steve Guba

Top 3

AMEC
CPH
BESH

RATED By: MORGAN
11/26/14

Engineering Services Statement of Qualifications

Score Sheet

NOTE: Scoring is based on a spread of (1-10) with 10 being the highest possible for each section

Engineering Firms	CPH	AMEC	BESH	Littlejohn	Metzger & Willard
Water Plant Design	7	7	8	5	8
Wastewater Plant Design	7	7	8	5	8
Piping Design	8	7	6	5	7
Regulatory Compliance	5	5	5	5	6
Streets & Drainage	7	8	8	8	8
Systems Modeling	5	5	5	5	6
TOTALS	39	39	40	33	43

Engineering Services Statement of Qualifications

Score Sheet

Richy Rodriguez

NOTE: Scoring is based on a spread of (1-10) with 10 being the highest possible for each section

Engineering Firms	CPH	AMEC	BESH	Littlejohn	Metzger & Willard
Water Plant Design	10	8	10	5	10
Wastewater Plant Design	10	5	10	5	10
Piping Design	10	8	9	10	8
Regulatory Compliance	8	10	9	9	8
Streets & Drainage	8	10	9	10	8
Systems Modeling	8	8	9	8	8
TOTALS	54	49	56	47	52

1. Besh - 56
2. CPH - 54
3. M+W - 52

Engineering Services Statement of Qualifications

Score Sheet

Chuck Mack

NOTE: Scoring is based on a spread of (1-10) with 10 being the highest possible for each section

Engineering Firms	CPH	AMEC	BESH	Littlejohn	Metzger & Willard
Water Plant Design	2	0	4	0	2
Wastewater Plant Design	6	0	3	0	1
Piping Design	6	5	3	6	7
Regulatory Compliance	3	5	4	3	4
Streets & Drainage	4	10	8	9	6
Systems Modeling	5	4	7	2	4
TOTALS	20	24	29	20	24

1 Besh 29
2 CPH 27
3 Amec 24

Engineering Services Statement of Qualifications Steve Guba

Score Sheet

NOTE: Scoring is based on a spread of (1-10) with 10 being the highest possible for each section

Engineering Firms	CPH	AMEC	BESH	Littlejohn	Metzger & Willard
Water Plant Design	4	5	4	0	3
Wastewater Plant Design	4	3	4	3	3
Piping Design	4	5	3	3	3
Regulatory Compliance	3	4	4	2	2
Streets & Drainage	4	5	3	6	4
Systems Modeling	4	4	3	3	2
TOTALS	23	26	21	17	17

CONTINUING SERVICES AGREEMENT

This Agreement is made and entered into on this 5th__ day of __January_____, 2015, by and between the **CITY OF GROVELAND, FLORIDA**, a municipal corporation (hereinafter referred to as "CITY"), 156 S. Lake Avenue, Groveland, Florida 34736, and AMEC Environment and Infrastructure, Inc., (hereinafter referred to as "CONSULTANT"), located at 2000 E. Edgewood Drive, Suite 215, Lakeland, Florida 33803.

PREMISES

WHEREAS, the CITY issued a Request for Qualifications pursuant to F.S. 287.055 to contract with an engineering firm under a continuing contract as defined therein;

WHEREAS, the CITY desires for CONSULTANT to provide assistance to the CITY in various engineering projects/assignments upon terms and conditions set forth below, and CONSULTANT also desires to undertake these tasks and assist the CITY;

WHEREAS, CONSULTANT has represented, upon which CITY has relied to its detriment, that CONSULTANT is qualified and competent to perform such services, and,

WHEREAS, this Agreement shall constitute a "continuing contract" as defined under the laws of the State of Florida.

WHEREAS, CONSULTANT recognizes CITY will contract with more than more engineering firm under the terms of a continuing contract, and CONSULTANT does not object.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, CITY and CONSULTANT agree as follows:

1. SCOPE OF PROFESSIONAL SERVICES

A. The following services will be provided on an as-needed basis:

- Review of construction plans, site plans, plats, and other documents submitted to the City seeking development approvals.

The CITY and CONSULTANT agree that tasks outlined in paragraph 1.A. above do not require specific work orders or approvals. Such work may be authorized by verbal direction of the City Manager or her/his designee, or through phone, mail or email communication from the City Manager or her/his designee. It is agreed by the CITY and CONSULTANT that the services outlined below will be compensated in accordance with CONSULTANT'S fee scheduled as Exhibit A.

B. Upon request by the CITY, CONSULTANT will provide services such as, but not limited to the following, which shall meet the following criteria (1) projects in which the estimated construction cost of each individual project does not exceed $2 million; or (2) study activities of which the fee for each individual study shall not exceed $200,000.

- Regularly scheduled on-site monitoring of infrastructure construction (roads, utilities, stormwater, etc.)
- Preparation of application for Revolving Loan Programs.
- Specific and/or detailed engineering guidance including but not limited to Master Planning for Water, Wastewater, Reclaimed Water, Transportation, Recreation, Stormwater.
- Preparation of Project Design Drawings and Contract Documents and Construction Administration related to Capital Improvement Projects for Road, Water, Wastewater, Reclaimed Water, and Stormwater Projects.
- Preparation of hydraulic modeling studies for water, wastewater and reclaimed water systems.
- Preparation of subdivision plans for properties owned by the CITY.
- Creation of specific purpose maps and drawings using CAD and GIS technologies.
- Preparation of studies to support establishment or updating of Impact Fees.
- Such other Engineering services as may be required and requested by CITY.

C. Upon request for services outlined in paragraph 1.B above, CONSULTANT shall provide the CITY with specific PROPOSAL containing a SCOPE of WORK and PROJECT FEE.

D. Upon approval by the CITY, the SCOPE of WORK and PROJECT FEE will be specifically set out and incorporated into a Work Order to be issued under and become a part of this Agreement.

E. CONSULTANT agrees to perform the functions of their office in a timely, competent and professional manner. CONSULTANT shall maintain an adequate and competent staff of professionals for the purpose of rendering services hereunder, without additional costs to the CITY.

F. CONSULTANT is fully responsible under the terms of this Agreement for professional quality relating to engineering services furnished to CITY by CONSULTANT.

2. AUTHORIZATION FOR SERVICES AND TIME FOR COMPLETION

A. The services outlined in paragraph 1.A. above will be performed on an as-needed basis, and will commence on and be completed by dates as agreed upon by the CITY and CONSULTANT in each instance.

B. Such services as described in paragraph 1.B. above will be rendered by CONSULTANT on a negotiated fee basis and shall be commenced upon receipt of the CITY's written Notice to Proceed with written Work Order to be issued hereunder, and shall be

completed within the time specified therein. In the event CONSULTANT is unable to complete the services within the time specified because of delays resulting from untimely review and approval by the CITY, the CITY shall grant a reasonable extension of time for completion of Work upon timely written request for same which shall be given by CONSULTANT to the CITY.

C. In the event there are delays on the part of the CITY or regulatory agencies as to the approval of any work product submitted by CONSULTANT which might delay the project's scheduled completion date, the CITY shall grant to CONSULTANT, in writing, an extension of the Contract time.

3. COMPENSATION AND METHOD OF PAYMENT

A. CONSULTANT shall calculate invoices for work performed under paragraph 1.A. above, and PROJECT FEES proposed under paragraph 1.B. above, on the hourly rates outlined in CONSULTANT's fee scheduled as Exhibit A.

B. CONSULTANT's fee schedule may only be adjusted one time annually and then only at the beginning of each calendar year with the consent of the CITY which consent may be withheld in its sole discretion.

C. At the end of each month CONSULTANT may submit an invoice for services rendered during that month relating to Work authorized according to paragraph 1.A. above, or as authorized by a Work Order.

D. Upon satisfactory completion of the Work or any Change Order thereto, and, upon acceptance of the Work by the CITY, CONSULTANT may invoice the full final amount of compensation due to CONSULTANT less amounts already paid by the CITY. All invoices, whether partial or final billing, shall be accompanied by appropriate documentation of work accomplished to date.

E. The CITY agrees that all compensation to CONSULTANT is due and payable by the CITY to CONSULTANT within thirty (30) days of receipt of the monthly invoice, unless CITY objects in writing to CONSULTANT.

4. CHANGES IN SCOPE OF WORK

The CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under a particular Work Order or this Agreement. Such changes and method of compensation must be agreed upon in writing by written Change Order to the Work Order or this Agreement prior to any deviation from the terms of the Work Order or the Agreement, including the initiation of any extra Work. Such changes, shall not bind the CITY unless executed with the same formality as the respective Work Order or this Agreement. Written Change Orders shall be in form and content acceptable to the CITY.

5. RESPONSIBILITY OF THE CITY

The CITY will furnish CONSULTANT upon request, with all existing data, plans, maps, and other planning information available and useful in connection with the services outlined in 1A, or other services that may be assigned by Work Order. Such data, plans, maps, and other planning information shall be returned to the CITY upon the completion of the services to be performed by CONSULTANT.

6. REPRESENTATIVE OF THE CITY AND CONSULTANT

A. It is recognized that questions related to the performance of services pursuant to this Agreement will arise. The CITY hereby designates the representative identified under "NOTICES" as the employee to whom all communications pertaining to the day-to-day performances of this Agreement shall be addressed. The designated representative shall have the authority, as the CITY's coordinator for this Agreement, to transmit instructions, receive information, and interpret and define the CITY policy and decisions pertinent to the work covered by this Agreement.

B. CONSULTANT shall, at all times during the normal work week, designate or appoint one representative who is authorized to act on behalf of CONSULTANT regarding all matters involving the conduct of work pursuant to this Agreement and shall keep the CITY continually advised of such designation in writing.

For purposes of this Agreement, the designated CONSULTANT representative is:

Michael Phelps, P.E., Principal in Charge
2000 E. Edgewood Drive, Suite 215
Lakeland, Florida 33803

7. RM OF THE AGREEMENT

The initial term of this Agreement shall be for two (2) years from the date first written above. Prior to the expiration of the initial term, the CITY and CONSULTANT may elect to renew the contract for one additional two (2) year term. Any such additional term(s) are subject to mutually agreed upon changes (if any) to this Agreement and CONSULTANT'S fee schedule. CONSULTANT shall perform all services authorized during any renewal period in accordance with the terms and conditions herein or as changed and mutually agreed upon.

In the event the Term expires and is not renewed, or is terminated as provided in Paragraph 8 below, if CONSULTANT has not completed a task pursuant to paragraph 1.B, then the terms of this Agreement will be in effect through the date of completion of the task if CITY requests CONSULTANT in writing to complete said task.

If CONSULTANT has prepared plans, drawings, etc. which have been completed but will be utilized at some time in the future for construction, CONSULTANT agrees CITY may

utilized such plans, drawings, etc. at no additional cost to CITY, CONSULTANT will sign, seal and certify such plans, drawings, etc. to CITY at no additional cost, and will enter into a written agreement similar to the terms set forth herein for CONSULTANT to perform additional tasks as needed relating to such plans, drawings, etc.

8. TERMINATION

A. Either the CITY or CONSULTANT may terminate this Agreement by giving sixty (60) days advance notice in writing to the other.

B. In the event of termination of this Agreement by either party, CONSULTANT agrees to deliver all work to the CITY, whether completed or in progress, that is not yet in the CITY'S possession, except as otherwise is provided for in paragraph 7 above should CITY request CONSULTANT to complete a particular task. Then such work shall be delivered to CITY upon completion.

C. Both the CITY and CONSULTANT shall have the right to terminate the Agreement for failure of the other party to fulfill its Agreement obligations and shall have all other rights and remedies otherwise available to the CITY and CONSULTANT under law.

9. INDEMIFICATION OF CITY

To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless, and defend the CITY, its agents, servants, and employees, from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual costs incurred for expert witness testimony, arising out of our resulting from the performance of services required under this Agreement, provided that same is caused by the error, omission, negligent act, or misconduct of CONSULTANT, its agents, servants, employees, or subconsultants. In accordance with Florida Statues, Section 725.06/725.08, adequate consideration has been provided to CONSULTANT for this obligation, the receipt and sufficiency of which is hereby specifically acknowledged. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes. In claims against any person or entity indemnified under this section by an employee of CONSULTANT or their agents or subconsultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for CONSULTANT or its agents or subconsultants, under Worker's Compensation acts, disability benefit acts, or other employee benefit acts.

10. INSURANCE

A. CONSULTANT shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Worker's Compensation insurance, Employer's Liability insurance, Comprehensive General Liability insurance with a $2,000,000 combined single limit for each occurrence, and Professional Liability

insurance in an amount no less than $1,000,000 as will assure to the CITY, the protection contained in the foregoing Indemnification undertaken by CONSULTANT. The certificates of insurance and endorsements shall be provided to CITY upon execution of this Agreement, naming the CITY as an additional insured. Renewal certificates shall be provided to CITY within 30 days of renewal.

B. Such policy or policies shall be issued by companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Florida.

C. Failure to obtain and maintain such insurance as set out above shall be considered a breach of contract and may result in termination of this Agreement for default.

D. The insurance coverage enumerated above constitutes the minimum requirements and said enumeration shall in no way lessen or limit the liability of the CONSULTANT under the terms of this Agreement. CONSULTANT may procure and maintain at its own expense any additional insurance that in its judgment may be necessary.

11. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all documents, including detailed reports, plans, original maps, and all other data, prepared or obtained by CONSULTANT in connection with its services hereunder shall become the property of the CITY. The CONSULTANT shall not be liable for any use by the CITY of said documents or data if modified in any manner or if used for any other than the original purpose without prior written approval of CONSULTANT.

12. REUSE OF DOCUMENTS

A. Wherever and whenever applicable, all data, plans, drawings and other documents including maps furnished by CONSULTANT pursuant to this Agreement may be reused by the CITY for future projects.

B. CITY shall have the right to reuse the data, documents and maps and contract with other parties, not CONSULTANT. In such event, CONSULTANT shall not be held professional responsible for any such reuse.

C. If the CITY elects to reuse the documents and engage the professional services of CONSULTANT for future work, CONSULTANT agrees to perform said services for a mutually agreed upon fee to be negotiated under such Change Order for additional Work. If any modifications are required to adapt the documents, compensation for such work shall be negotiated.

13. NOTICES

All notices or other communications required hereunder shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

If to CITY:

Redmond Jones, City Manager
City of Groveland
156 S. Lake Avenue
Groveland, FL 34736

If to CONSULTANT:

Michael Phelps, P.E.
2000 E. Edgewood Drive, Suite 215
Lakeland, Florida 33803

14. EQUAL OPPORTUNITY EMPLOYMENT

CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for Work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to insure that applications are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, advertising; layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.

15. NO CONTINGENT FEES

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that is has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other communication contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount for such fee, commission, percentage, gift or consideration in accordance with F.S. 287.055(6)(a).

16. APPLICABLE LAW

This Agreement will be construed and interpreted according to the laws of the State of Florida. Venue and jurisdiction for proceedings in connection with this agreement will be the county or circuit court of the Fifth Judicial Circuit of Florida, in Lake County, Florida.

17. ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

18. WAIVER

The forbearance of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any provision of this Agreement either at the time of the breach or failure occurs or at any time throughout the term of this Agreement.

19. INDEPENDENT CONTRACTOR

It is hereby mutually agreed that CONSULTANT is and shall remain an independent contractor and not an employee of the CITY.

20. NO THIRD-PARTY BENEFICIARIES

This Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns and no other party shall have the right to enforce any provision of this Agreement or to rely upon the provisions of this Agreement.

21. CONVICTED VENDOR LIST

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

22. NON-EXCLUSIVITY

CONSULTANT agrees that CONSULTANT does not have exclusivity as the CITY'S consulting engineer. CITY may enter into a continuing contract with another engineering firm to provide engineering services to the CITY including those services outlined above in paragraph 1. Scope of Services.

23. PUBLIC RECORDS

CONSULTANT understands and agrees that all documents (as defined in F.S. 119) of any kind provided to or prepared by CONSULTANT in connection with this Agreement are

public records and shall be treated as such in accordance with the City's Records Retention Policy and Florida law. CONSULTANT agrees CITY shall have access to such documents and CONSULTANT agrees to provide CITY all such documents to comply with Florida's public record laws.

24. DRAFTING PARTY. This Agreement shall not be construed against the party preparing it but shall be construed as if all parties hereto jointly prepared this Agreement.

IN WITNESS WHEREOF, the parties have hereto caused the execution of this document, the year and date first written above.

WITNESSES:

_____
Print Name:

_____
Print Name:

ATTEST

_____
Teresa Begley, City Clerk

CITY OF GROVELAND

_____
Tim Loucks, Mayor

Dated:_____

WITNESSES:

_____
Print Name:

_____
Print Name:

AMEC Environment and Infrastructure, Inc.

_____
Authorized Signatory
Michael Phelps, P.E.
Principal in Charge

Dated:_____

CONTINUING SERVICES AGREEMENT

This Agreement is made and entered into on this 5th day of January, 2015, by and between the **CITY OF GROVELAND, FLORIDA**, a municipal corporation (hereinafter referred to as "CITY"), 156 S. Lake Avenue, Groveland, Florida 34736, and CPH Corporation , (hereinafter referred to as "CONSULTANT"), located at 1117 East Robinson Street, Orlando, Florida 32801.

PREMISES

WHEREAS, the CITY issued a Request for Qualifications pursuant to F.S. 287.055 to contract with an engineering firm under a continuing contract as defined therein;

WHEREAS, the CITY desires for CONSULTANT to provide assistance to the CITY in various engineering projects/assignments upon terms and conditions set forth below, and CONSULTANT also desires to undertake these tasks and assist the CITY;

WHEREAS, CONSULTANT has represented, upon which CITY has relied to its detriment, that CONSULTANT is qualified and competent to perform such services, and,

WHEREAS, this Agreement shall constitute a "continuing contract" as defined under the laws of the State of Florida.

WHEREAS, CONSULTANT recognizes CITY will contract with more than more engineering firm under the terms of a continuing contract, and CONSULTANT does not object.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, CITY and CONSULTANT agree as follows:

1. **SCOPE OF PROFESSIONAL SERVICES**

A. The following services will be provided on an as-needed basis:

- Review of construction plans, site plans, plats, and other documents submitted to the City seeking development approvals.

The CITY and CONSULTANT agree that tasks outlined in paragraph 1.A. above do not require specific work orders or approvals. Such work may be authorized by verbal direction of the City Manager or her/his designee, or through phone, mail or email communication from the City Manager or her/his designee. It is agreed by the CITY and CONSULTANT that the services outlined below will be compensated in accordance with CONSULTANT'S fee scheduled as Exhibit A.

B. Upon request by the CITY, CONSULTANT will provide services such as, but not limited to the following, which shall meet the following criteria (1) projects in which the estimated construction cost of each individual project does not exceed $2 million; or (2) study activities of which the fee for each individual study shall not exceed $200,000.

- Regularly scheduled on-site monitoring of infrastructure construction (roads, utilities, stormwater, etc.)
- Preparation of application for Revolving Loan Programs.
- Specific and/or detailed engineering guidance including but not limited to Master Planning for Water, Wastewater, Reclaimed Water, Transportation, Recreation, Stormwater.
- Preparation of Project Design Drawings and Contract Documents and Construction Administration related to Capital Improvement Projects for Road, Water, Wastewater, Reclaimed Water, and Stormwater Projects.
- Preparation of hydraulic modeling studies for water, wastewater and reclaimed water systems.
- Preparation of subdivision plans for properties owned by the CITY.
- Creation of specific purpose maps and drawings using CAD and GIS technologies.
- Preparation of studies to support establishment or updating of Impact Fees.
- Such other Engineering services as may be required and requested by CITY.

C. Upon request for services outlined in paragraph 1.B above, CONSULTANT shall provide the CITY with specific PROPOSAL containing a SCOPE of WORK and PROJECT FEE.

D. Upon approval by the CITY, the SCOPE of WORK and PROJECT FEE will be specifically set out and incorporated into a Work Order to be issued under and become a part of this Agreement.

E. CONSULTANT agrees to perform the functions of their office in a timely, competent and professional manner. CONSULTANT shall maintain an adequate and competent staff of professionals for the purpose of rendering services hereunder, without additional costs to the CITY.

F. CONSULTANT is fully responsible under the terms of this Agreement for professional quality relating to engineering services furnished to CITY by CONSULTANT.

2. AUTHORIZATION FOR SERVICES AND TIME FOR COMPLETION

A. The services outlined in paragraph 1.A. above will be performed on an as-needed basis, and will commence on and be completed by dates as agreed upon by the CITY and CONSULTANT in each instance.

B. Such services as described in paragraph 1.B. above will be rendered by CONSULTANT on a negotiated fee basis and shall be commenced upon receipt of the CITY's written Notice to Proceed with written Work Order to be issued hereunder, and shall be

completed within the time specified therein. In the event CONSULTANT is unable to complete the services within the time specified because of delays resulting from untimely review and approval by the CITY, the CITY shall grant a reasonable extension of time for completion of Work upon timely written request for same which shall be given by CONSULTANT to the CITY.

C. In the event there are delays on the part of the CITY or regulatory agencies as to the approval of any work product submitted by CONSULTANT which might delay the project's scheduled completion date, the CITY shall grant to CONSULTANT, in writing, an extension of the Contract time.

3. COMPENSATION AND METHOD OF PAYMENT

A. CONSULTANT shall calculate invoices for work performed under paragraph 1.A. above, and PROJECT FEES proposed under paragraph 1.B. above, on the hourly rates outlined in CONSULTANT's fee scheduled as Exhibit A.

B. CONSULTANT's fee schedule may only be adjusted one time annually and then only at the beginning of each calendar year with the consent of the CITY which consent may be withheld in its sole discretion.

C. At the end of each month CONSULTANT may submit an invoice for services rendered during that month relating to Work authorized according to paragraph 1.A. above, or as authorized by a Work Order.

D. Upon satisfactory completion of the Work or any Change Order thereto, and, upon acceptance of the Work by the CITY, CONSULTANT may invoice the full final amount of compensation due to CONSULTANT less amounts already paid by the CITY. All invoices, whether partial or final billing, shall be accompanied by appropriate documentation of work accomplished to date.

E. The CITY agrees that all compensation to CONSULTANT is due and payable by the CITY to CONSULTANT within thirty (30) days of receipt of the monthly invoice, unless CITY objects in writing to CONSULTANT.

4. CHANGES IN SCOPE OF WORK

The CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under a particular Work Order or this Agreement. Such changes and method of compensation must be agreed upon in writing by written Change Order to the Work Order or this Agreement prior to any deviation from the terms of the Work Order or the Agreement, including the initiation of any extra Work. Such changes, shall not bind the CITY unless executed with the same formality as the respective Work Order or this Agreement. Written Change Orders shall be in form and content acceptable to the CITY.

5. RESPONSIBILITY OF THE CITY

The CITY will furnish CONSULTANT upon request, with all existing data, plans, maps, and other planning information available and useful in connection with the services outlined in 1A, or other services that may be assigned by Work Order. Such data, plans, maps, and other planning information shall be returned to the CITY upon the completion of the services to be performed by CONSULTANT.

6. REPRESENTATIVE OF THE CITY AND CONSULTANT

A. It is recognized that questions related to the performance of services pursuant to this Agreement will arise. The CITY hereby designates the representative identified under "NOTICES" as the employee to whom all communications pertaining to the day-to-day performances of this Agreement shall be addressed. The designated representative shall have the authority, as the CITY's coordinator for this Agreement, to transmit instructions, receive information, and interpret and define the CITY policy and decisions pertinent to the work covered by this Agreement.

B. CONSULTANT shall, at all times during the normal work week, designate or appoint one representative who is authorized to act on behalf of CONSULTANT regarding all matters involving the conduct of work pursuant to this Agreement and shall keep the CITY continually advised of such designation in writing.

For purposes of this Agreement, the designated CONSULTANT representative is:

David E. Mahler, P.E., Principal in Charge
1117 East Robinson Street
Orlando, Florida 32801

7. TERM OF THE AGREEMENT

The initial term of this Agreement shall be for two (2) years from the date first written above. Prior to the expiration of the initial term, the CITY and CONSULTANT may elect to renew the contract for one additional two (2) year term. Any such additional term(s) are subject to mutually agreed upon changes (if any) to this Agreement and CONSULTANT'S fee schedule. CONSULTANT shall perform all services authorized during any renewal period in accordance with the terms and conditions herein or as changed and mutually agreed upon.

In the event the Term expires and is not renewed, or is terminated as provided in Paragraph 8 below, if CONSULTANT has not completed a task pursuant to paragraph 1.B, then the terms of this Agreement will be in effect through the date of completion of the task if CITY requests CONSULTANT in writing to complete said task.

If CONSULTANT has prepared plans, drawings, etc. which have been completed but will be utilized at some time in the future for construction, CONSULTANT agrees CITY may

utilized such plans, drawings, etc. at no additional cost to CITY, CONSULTANT will sign, seal and certify such plans, drawings, etc. to CITY at no additional cost, and will enter into a written agreement similar to the terms set forth herein for CONSULTANT to perform additional tasks as needed relating to such plans, drawings, etc.

8. TERMINATION

A. Either the CITY or CONSULTANT may terminate this Agreement by giving sixty (60) days advance notice in writing to the other.

B. In the event of termination of this Agreement by either party, CONSULTANT agrees to deliver all work to the CITY, whether completed or in progress, that is not yet in the CITY'S possession, except as otherwise is provided for in paragraph 7 above should CITY request CONSULTANT to complete a particular task. Then such work shall be delivered to CITY upon completion.

C. Both the CITY and CONSULTANT shall have the right to terminate the Agreement for failure of the other party to fulfill its Agreement obligations and shall have all other rights and remedies otherwise available to the CITY and CONSULTANT under law.

9. INDEMIFICATION OF CITY

To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless, and defend the CITY, its agents, servants, and employees, from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual costs incurred for expert witness testimony, arising out of our resulting from the performance of services required under this Agreement, provided that same is caused by the error, omission, negligent act, or misconduct of CONSULTANT, its agents, servants, employees, or subconsultants. In accordance with Florida Statues, Section 725.06/725.08, adequate consideration has been provided to CONSULTANT for this obligation, the receipt and sufficiency of which is hereby specifically acknowledged. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes. In claims against any person or entity indemnified under this section by an employee of CONSULTANT or their agents or subconsultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for CONSULTANT or its agents or subconsultants, under Worker's Compensation acts, disability benefit acts, or other employee benefit acts.

10. INSURANCE

A. CONSULTANT shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Worker's Compensation insurance, Employer's Liability insurance, Comprehensive General Liability insurance with a $2,000,000 combined single limit for each occurrence, and Professional Liability

insurance in an amount no less than $1,000,000 as will assure to the CITY, the protection contained in the foregoing Indemnification undertaken by CONSULTANT. The certificates of insurance and endorsements shall be provided to CITY upon execution of this Agreement, naming the CITY as an additional insured. Renewal certificates shall be provided to CITY within 30 days of renewal.

B. Such policy or policies shall be issued by companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Florida.

C. Failure to obtain and maintain such insurance as set out above shall be considered a breach of contract and may result in termination of this Agreement for default.

D. The insurance coverage enumerated above constitutes the minimum requirements and said enumeration shall in no way lessen or limit the liability of the CONSULTANT under the terms of this Agreement. CONSULTANT may procure and maintain at its own expense any additional insurance that in its judgment may be necessary.

11. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all documents, including detailed reports, plans, original maps, and all other data, prepared or obtained by CONSULTANT in connection with its services hereunder shall become the property of the CITY. The CONSULTANT shall not be liable for any use by the CITY of said documents or data if modified in any manner or if used for any other than the original purpose without prior written approval of CONSULTANT.

12. REUSE OF DOCUMENTS

A. Wherever and whenever applicable, all data, plans, drawings and other documents including maps furnished by CONSULTANT pursuant to this Agreement may be reused by the CITY for future projects.

B. CITY shall have the right to reuse the data, documents and maps and contract with other parties, not CONSULTANT. In such event, CONSULTANT shall not be held professional responsible for any such reuse.

C. If the CITY elects to reuse the documents and engage the professional services of CONSULTANT for future work, CONSULTANT agrees to perform said services for a mutually agreed upon fee to be negotiated under such Change Order for additional Work. If any modifications are required to adapt the documents, compensation for such work shall be negotiated.

13. NOTICES

All notices or other communications required hereunder shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

If to CITY:

Redmond Jones, City Manager
City of Groveland
156 S. Lake Avenue
Groveland, FL 34736

If to CONSULTANT:

David E. Mahler, P.E.
1117 East Robinson Street
Orlando, Florida 32801

14. EQUAL OPPORTUNITY EMPLOYMENT

CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for Work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to insure that applications are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, advertising; layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.

15. NO CONTINGENT FEES

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that is has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other communication contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount for such fee, commission, percentage, gift or consideration in accordance with F.S. 287.055(6)(a).

16. APPLICABLE LAW

This Agreement will be construed and interpreted according to the laws of the State of Florida. Venue and jurisdiction for proceedings in connection with this agreement will be the county or circuit court of the Fifth Judicial Circuit of Florida, in Lake County, Florida.

17. ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

18. WAIVER

The forbearance of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any provision of this Agreement either at the time of the breach or failure occurs or at any time throughout the term of this Agreement.

19. INDEPENDENT CONTRACTOR

It is hereby mutually agreed that CONSULTANT is and shall remain an independent contractor and not an employee of the CITY.

20. NO THIRD-PARTY BENEFICIARIES

This Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns and no other party shall have the right to enforce any provision of this Agreement or to rely upon the provisions of this Agreement.

21. CONVICTED VENDOR LIST

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

22. NON-EXCLUSIVITY

CONSULTANT agrees that CONSULTANT does not have exclusivity as the CITY'S consulting engineer. CITY may enter into a continuing contract with another engineering firm to provide engineering services to the CITY including those services outlined above in paragraph 1. Scope of Services.

23. PUBLIC RECORDS

CONSULTANT understands and agrees that all documents (as defined in F.S. 119) of any kind provided to or prepared by CONSULTANT in connection with this Agreement are public records and shall be treated as such in accordance with the City's Records Retention

Policy and Florida law. CONSULTANT agrees CITY shall have access to such documents and CONSULTANT agrees to provide CITY all such documents to comply with Florida's public record laws.

24. DRAFTING PARTY. This Agreement shall not be construed against the party preparing it but shall be construed as if all parties hereto jointly prepared this Agreement.

IN WITNESS WHEREOF, the parties have hereto caused the execution of this document, the year and date first written above.

WITNESSES:

_____
Print Name:

_____
Print Name:

ATTEST

_____
Teresa Begley, City Clerk

CITY OF GROVELAND

_____
Tim Loucks, Mayor

Dated:_____

WITNESSES:

_____
Print Name:

_____
Print Name:

CPH Corporation

_____
Authorized Signatory
David E. Mahler, P.E.
Principal in Charge

Dated:_____

CONTINUING SERVICES AGREEMENT

This Agreement is made and entered into on this 5th__ day of __January_____, 2015, by and between the **CITY OF GROVELAND, FLORIDA**, a municipal corporation (hereinafter referred to as "CITY"), 156 S. Lake Avenue, Groveland, Florida 34736, and Booth, Ern, Straughan & Hiott, Inc. (BESH) , (hereinafter referred to as "CONSULTANT"), located at 902 N. Sinclair Avenue, Tavares, Florida 32778.

PREMISES

WHEREAS, the CITY issued a Request for Qualifications pursuant to F.S. 287.055 to contract with an engineering firm under a continuing contract as defined therein;

WHEREAS, the CITY desires for CONSULTANT to provide assistance to the CITY in various engineering projects/assignments upon terms and conditions set forth below, and CONSULTANT also desires to undertake these tasks and assist the CITY;

WHEREAS, CONSULTANT has represented, upon which CITY has relied to its detriment, that CONSULTANT is qualified and competent to perform such services, and,

WHEREAS, this Agreement shall constitute a "continuing contract" as defined under the laws of the State of Florida.

WHEREAS, CONSULTANT recognizes CITY will contract with more than more engineering firm under the terms of a continuing contract, and CONSULTANT does not object.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, CITY and CONSULTANT agree as follows:

1. **SCOPE OF PROFESSIONAL SERVICES**

A. The following services will be provided on an as-needed basis:

- Review of construction plans, site plans, plats, and other documents submitted to the City seeking development approvals.

The CITY and CONSULTANT agree that tasks outlined in paragraph 1.A. above do not require specific work orders or approvals. Such work may be authorized by verbal direction of the City Manager or her/his designee, or through phone, mail or email communication from the City Manager or her/his designee. It is agreed by the CITY and CONSULTANT that the services outlined below will be compensated in accordance with CONSULTANT'S fee scheduled as Exhibit A.

B. Upon request by the CITY, CONSULTANT will provide services such as, but not limited to the following, which shall meet the following criteria (1) projects in which the estimated construction cost of each individual project does not exceed $2 million; or (2) study activities of which the fee for each individual study shall not exceed $200,000.

- Regularly scheduled on-site monitoring of infrastructure construction (roads, utilities, stormwater, etc.)
- Preparation of application for Revolving Loan Programs.
- Specific and/or detailed engineering guidance including but not limited to Master Planning for Water, Wastewater, Reclaimed Water, Transportation, Recreation, Stormwater.
- Preparation of Project Design Drawings and Contract Documents and Construction Administration related to Capital Improvement Projects for Road, Water, Wastewater, Reclaimed Water, and Stormwater Projects.
- Preparation of hydraulic modeling studies for water, wastewater and reclaimed water systems.
- Preparation of subdivision plans for properties owned by the CITY.
- Creation of specific purpose maps and drawings using CAD and GIS technologies.
- Preparation of studies to support establishment or updating of Impact Fees.
- Such other Engineering services as may be required and requested by CITY.

C. Upon request for services outlined in paragraph 1.B above, CONSULTANT shall provide the CITY with specific PROPOSAL containing a SCOPE of WORK and PROJECT FEE.

D. Upon approval by the CITY, the SCOPE of WORK and PROJECT FEE will be specifically set out and incorporated into a Work Order to be issued under and become a part of this Agreement.

E. CONSULTANT agrees to perform the functions of their office in a timely, competent and professional manner. CONSULTANT shall maintain an adequate and competent staff of professionals for the purpose of rendering services hereunder, without additional costs to the CITY.

F. CONSULTANT is fully responsible under the terms of this Agreement for professional quality relating to engineering services furnished to CITY by CONSULTANT.

2. AUTHORIZATION FOR SERVICES AND TIME FOR COMPLETION

A. The services outlined in paragraph 1.A. above will be performed on an as-needed basis, and will commence on and be completed by dates as agreed upon by the CITY and CONSULTANT in each instance.

B. Such services as described in paragraph 1.B. above will be rendered by CONSULTANT on a negotiated fee basis and shall be commenced upon receipt of the CITY's written Notice to Proceed with written Work Order to be issued hereunder, and shall be

completed within the time specified therein. In the event CONSULTANT is unable to complete the services within the time specified because of delays resulting from untimely review and approval by the CITY, the CITY shall grant a reasonable extension of time for completion of Work upon timely written request for same which shall be given by CONSULTANT to the CITY.

C. In the event there are delays on the part of the CITY or regulatory agencies as to the approval of any work product submitted by CONSULTANT which might delay the project's scheduled completion date, the CITY shall grant to CONSULTANT, in writing, an extension of the Contract time.

3. COMPENSATION AND METHOD OF PAYMENT

A. CONSULTANT shall calculate invoices for work performed under paragraph 1.A. above, and PROJECT FEES proposed under paragraph 1.B. above, on the hourly rates outlined in CONSULTANT's fee scheduled as Exhibit A.

B. CONSULTANT's fee schedule may only be adjusted one time annually and then only at the beginning of each calendar year with the consent of the CITY which consent may be withheld in its sole discretion.

C. At the end of each month CONSULTANT may submit an invoice for services rendered during that month relating to Work authorized according to paragraph 1.A. above, or as authorized by a Work Order.

D. Upon satisfactory completion of the Work or any Change Order thereto, and, upon acceptance of the Work by the CITY, CONSULTANT may invoice the full final amount of compensation due to CONSULTANT less amounts already paid by the CITY. All invoices, whether partial or final billing, shall be accompanied by appropriate documentation of work accomplished to date.

E. The CITY agrees that all compensation to CONSULTANT is due and payable by the CITY to CONSULTANT within thirty (30) days of receipt of the monthly invoice, unless CITY objects in writing to CONSULTANT.

4. CHANGES IN SCOPE OF WORK

The CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under a particular Work Order or this Agreement. Such changes and method of compensation must be agreed upon in writing by written Change Order to the Work Order or this Agreement prior to any deviation from the terms of the Work Order or the Agreement, including the initiation of any extra Work. Such changes, shall not bind the CITY unless executed with the same formality as the respective Work Order or this Agreement. Written Change Orders shall be in form and content acceptable to the CITY.

5. RESPONSIBILITY OF THE CITY

The CITY will furnish CONSULTANT upon request, with all existing data, plans, maps, and other planning information available and useful in connection with the services outlined in 1A, or other services that may be assigned by Work Order. Such data, plans, maps, and other planning information shall be returned to the CITY upon the completion of the services to be performed by CONSULTANT.

6. REPRESENTATIVE OF THE CITY AND CONSULTANT

A. It is recognized that questions related to the performance of services pursuant to this Agreement will arise. The CITY hereby designates the representative identified under "NOTICES" as the employee to whom all communications pertaining to the day-to-day performances of this Agreement shall be addressed. The designated representative shall have the authority, as the CITY's coordinator for this Agreement, to transmit instructions, receive information, and interpret and define the CITY policy and decisions pertinent to the work covered by this Agreement.

B. CONSULTANT shall, at all times during the normal work week, designate or appoint one representative who is authorized to act on behalf of CONSULTANT regarding all matters involving the conduct of work pursuant to this Agreement and shall keep the CITY continually advised of such designation in writing.

For purposes of this Agreement, the designated CONSULTANT representative is:

Robert A. Ern, Jr., P.E.
902 N. Sinclair Avenue
Tavares, Florida 32778

7. TERM OF THE AGREEMENT

The initial term of this Agreement shall be for two (2) years from the date first written above. Prior to the expiration of the initial term, the CITY and CONSULTANT may elect to renew the contract for one additional two (2) year term. Any such additional term(s) are subject to mutually agreed upon changes (if any) to this Agreement and CONSULTANT'S fee schedule. CONSULTANT shall perform all services authorized during any renewal period in accordance with the terms and conditions herein or as changed and mutually agreed upon.

In the event the Term expires and is not renewed, or is terminated as provided in Paragraph 8 below, if CONSULTANT has not completed a task pursuant to paragraph 1.B, then the terms of this Agreement will be in effect through the date of completion of the task if CITY requests CONSULTANT in writing to complete said task.

If CONSULTANT has prepared plans, drawings, etc. which have been completed but will be utilized at some time in the future for construction, CONSULTANT agrees CITY may

utilized such plans, drawings, etc. at no additional cost to CITY, CONSULTANT will sign, seal and certify such plans, drawings, etc. to CITY at no additional cost, and will enter into a written agreement similar to the terms set forth herein for CONSULTANT to perform additional tasks as needed relating to such plans, drawings, etc.

8. TERMINATION

A. Either the CITY or CONSULTANT may terminate this Agreement by giving sixty (60) days advance notice in writing to the other.

B. In the event of termination of this Agreement by either party, CONSULTANT agrees to deliver all work to the CITY, whether completed or in progress, that is not yet in the CITY'S possession, except as otherwise is provided for in paragraph 7 above should CITY request CONSULTANT to complete a particular task. Then such work shall be delivered to CITY upon completion.

C. Both the CITY and CONSULTANT shall have the right to terminate the Agreement for failure of the other party to fulfill its Agreement obligations and shall have all other rights and remedies otherwise available to the CITY and CONSULTANT under law.

9. INDEMIFICATION OF CITY

To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless, and defend the CITY, its agents, servants, and employees, from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual costs incurred for expert witness testimony, arising out of our resulting from the performance of services required under this Agreement, provided that same is caused by the error, omission, negligent act, or misconduct of CONSULTANT, its agents, servants, employees, or subconsultants. In accordance with Florida Statues, Section 725.06/725.08, adequate consideration has been provided to CONSULTANT for this obligation, the receipt and sufficiency of which is hereby specifically acknowledged. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes. In claims against any person or entity indemnified under this section by an employee of CONSULTANT or their agents or subconsultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for CONSULTANT or its agents or subconsultants, under Worker's Compensation acts, disability benefit acts, or other employee benefit acts.

10. INSURANCE

A. CONSULTANT shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Worker's Compensation insurance, Employer's Liability insurance, Comprehensive General Liability insurance with a $2,000,000 combined single limit for each occurrence, and Professional Liability

insurance in an amount no less than $1,000,000 as will assure to the CITY, the protection contained in the foregoing Indemnification undertaken by CONSULTANT. The certificates of insurance and endorsements shall be provided to CITY upon execution of this Agreement, naming the CITY as an additional insured. Renewal certificates shall be provided to CITY within 30 days of renewal.

B. Such policy or policies shall be issued by companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Florida.

C. Failure to obtain and maintain such insurance as set out above shall be considered a breach of contract and may result in termination of this Agreement for default.

D. The insurance coverage enumerated above constitutes the minimum requirements and said enumeration shall in no way lessen or limit the liability of the CONSULTANT under the terms of this Agreement. CONSULTANT may procure and maintain at its own expense any additional insurance that in its judgment may be necessary.

11. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all documents, including detailed reports, plans, original maps, and all other data, prepared or obtained by CONSULTANT in connection with its services hereunder shall become the property of the CITY. The CONSULTANT shall not be liable for any use by the CITY of said documents or data if modified in any manner or if used for any other than the original purpose without prior written approval of CONSULTANT.

12. REUSE OF DOCUMENTS

A. Wherever and whenever applicable, all data, plans, drawings and other documents including maps furnished by CONSULTANT pursuant to this Agreement may be reused by the CITY for future projects.

B. CITY shall have the right to reuse the data, documents and maps and contract with other parties, not CONSULTANT. In such event, CONSULTANT shall not be held professional responsible for any such reuse.

C. If the CITY elects to reuse the documents and engage the professional services of CONSULTANT for future work, CONSULTANT agrees to perform said services for a mutually agreed upon fee to be negotiated under such Change Order for additional Work. If any modifications are required to adapt the documents, compensation for such work shall be negotiated.

13. NOTICES

All notices or other communications required hereunder shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

If to CITY:

Redmond Jones, City Manager
City of Groveland
156 S. Lake Avenue
Groveland, FL 34736

If to CONSULTANT:

Robert A. Ern, Jr., P.E.
902 N. Sinclair Avenue
Tavares, Florida 32778

14. EQUAL OPPORTUNITY EMPLOYMENT

CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for Work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to insure that applications are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, advertising; layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.

15. NO CONTINGENT FEES

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that is has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other communication contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount for such fee, commission, percentage, gift or consideration in accordance with F.S. 287.055(6)(a).

16. APPLICABLE LAW

This Agreement will be construed and interpreted according to the laws of the State of Florida. Venue and jurisdiction for proceedings in connection with this agreement will be the county or circuit court of the Fifth Judicial Circuit of Florida, in Lake County, Florida.

17. ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

18. WAIVER

The forbearance of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any provision of this Agreement either at the time of the breach or failure occurs or at any time throughout the term of this Agreement.

19. INDEPENDENT CONTRACTOR

It is hereby mutually agreed that CONSULTANT is and shall remain an independent contractor and not an employee of the CITY.

20. NO THIRD-PARTY BENEFICIARIES

This Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns and no other party shall have the right to enforce any provision of this Agreement or to rely upon the provisions of this Agreement.

21. CONVICTED VENDOR LIST

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

22. NON-EXCLUSIVITY

CONSULTANT agrees that CONSULTANT does not have exclusivity as the CITY'S consulting engineer. CITY may enter into a continuing contract with another engineering firm to provide engineering services to the CITY including those services outlined above in paragraph 1. Scope of Services.

23. PUBLIC RECORDS

CONSULTANT understands and agrees that all documents (as defined in F.S. 119) of any kind provided to or prepared by CONSULTANT in connection with this Agreement are public records and shall be treated as such in accordance with the City's Records Retention

Policy and Florida law. CONSULTANT agrees CITY shall have access to such documents and CONSULTANT agrees to provide CITY all such documents to comply with Florida's public record laws.

24. DRAFTING PARTY. This Agreement shall not be construed against the party preparing it but shall be construed as if all parties hereto jointly prepared this Agreement.

IN WITNESS WHEREOF, the parties have hereto caused the execution of this document, the year and date first written above.

WITNESSES:

_____
Print Name:

_____
Print Name:

ATTEST

_____
Teresa Begley, City Clerk

CITY OF GROVELAND

_____
Tim Loucks, Mayor

Dated:_____

WITNESSES:

_____
Print Name:

_____
Print Name:

Booth, Ern, Straughan & Hiott, Inc.

_____
Authorized Signatory
Robert A. Ern, Jr., P.E.
Project Manager

Dated:_____

REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE:	January 5, 2015

AGENDA ITEM:	**Discussion re: Possible Lake County Public Works Projects**
CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
PREPARED BY:	Teresa Begley, City Clerk
DATE:	December 29, 2014

BACKGROUND:

Lake County Public Works Director Jim Stivender will be giving a presentation at the next City Council Meeting. Staff requests that Council please prepare a listing of projects or concerns that you may have that can be forwarded to Mr. Stivender in advance of the meeting. This will ensure that Mr. Stivender can be prepared to answer your questions.

Suggested items would include:

- Conveyance of county roads
- Road improvement projects
- Drainage issues
- Signage
- Etc.

STAFF RECOMMENDATION:	Give a concise listing of projects for discussion

REVIEWED BY CITY MANAGER:
COUNCIL ACTION:
MOTION BY:
SECOND BY:

REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE:	January 5, 2014

AGENDA ITEM:	**Ordinance 2014-12-19: Orientation and Design of Non-Residential Buildings *Second & Final Reading**
CITY GOAL:	Develop, maintain, and rebuild safe, clean, diverse, healthy neighborhoods including partnering with the School District
PREPARED BY:	Ryan Berger, Community Development Director
DATE:	December 4, 2014

BACKGROUND: Drive-thru windows are currently not permitted to be located on the side of a building facing a right of way.

This ordinance amends section 137-106 of the code to permit a drive-thru window if an internal landscaping buffer is provided. This internal landscaping buffer will assist in concealing vehicles waiting in the drive-thru stacking lane from the right of way. Additionally the ordinance requires that walkable access from the sidewalk still be maintained. These changes still maintain the spirit of the original code but provide for more site plan design flexibility.

STAFF RECOMMENDATION:	Motion to Approve

REVIEWED BY CITY MANAGER:	
COUNCIL ACTION:	
MOTION BY:	**SECOND BY:**

ORDINANCE 2014-12-19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA, AMENDING SECTION 137-106(a) IN CHAPTER 137 OF THE CITY OF GROVELAND CODE OF ORDINANCES TO ALLOW A DRIVE THRU ON THE SIDE OF A BUILDING FACING A RIGHT OF WAY; PROVIDING FOR CODIFICATION, SEVERABILITY AND CONFLICT; AND SETTING AN EFFECTIVE DATE.

WHEREAS, establishments utilizing a drive thru window may desire to face the right of way; and

WHEREAS, the City currently prohibits drive thru windows facing the right of way due to its high visibility from the right of way and undesired appearance; and

WHEREAS, Council recognizes that those establishments may provide alternative measures in order to improve aesthetics and provide walkable access.

NOW THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA:

Section 1: Recitals The above recitals are true and correct and, by this reference, are hereby incorporated into and made an integral part of this ordinance.

Section 2: ORIENTATION AND DESIGN. Section 137-106(a) in Chapter 137, Part II of the Code of Ordinances, City of Groveland, Florida, is hereby amended to read as follows:

Sec. 137-106. Orientation and design.

(a) *Generally.*

(1) Structures which are situated on corner lots, through lots or by the nature of the site layout are clearly visible from rights-of-way and public areas of adjoining properties shall be designed with full architectural treatment on all visible sides. Such treatment shall include roof design, wall materials, and door and window openings as applicable. Any facade facing a public right-of-way shall have either:

a. The main customer entrance with associated entry features; or

b. Windows along 50 percent of the horizontal length of that facade.

(2) Automobile repair, servicing or other establishments requiring large bay doors must position the building so that those doors do not face the adjacent right-of-way. ~~Likewise, drive-through windows may not be located on the side of a building facing a right-of-way.~~

(3) Drive through windows facing a right-of-way must have a landscaping buffer of 5' between the stacking lane and the parking lot. Walkable access from the

right of way to the establishment entrance is also required.

(4) For industrial properties that adjoin other industrial properties, only the front facade shall be required to follow the regulations in this division. Where industrial properties adjoin nonindustrial properties, the regulations in this division shall apply.

Section 4. Codification. It is the intention of the City Council of the City of Groveland that the provisions of this Ordinance shall be codified and made a part of the City of Groveland Code of Ordinances.

Section 5: Severability. If any portion of this ordinance is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this ordinance, the portion deemed invalid or unenforceable shall be severed here from and the remainder of this ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

Section 6: Conflict. All ordinances or parts of ordinances, resolutions or parts of resolutions, which are in conflict with this ordinance are hereby repealed, to the extent necessary to alleviate the conflict, but shall continue in effect insofar as they are not in conflict herewith, unless repeal of the conflicting portion destroys the overall intent and effect of any of the conflicting ordinances, in which case those ordinances so affected shall be hereby repealed in their entirety.

Section 7: Effective Date

This Ordinance shall become effective immediately upon final adoption by the City Council of the City of Groveland, except in its application to property located within the Green Swamp Area of Critical State Concern which shall be effective upon the state land planning agency issuing its final order or, if the final order is challenged, upon the challenge to the order being resolved pursuant to chapter 120.

PASSED AND ORDAINED in regular session of the City Council of the City of Groveland, Lake County, Florida, this ___ day of _____, 2015.

_____

HONORABLE TIM LOUCKS, MAYOR
City of Groveland, FL

ATTEST:

_____

Teresa Begley
City Clerk

Approved as to Form:

_____

Anita Geraci-Carver
City Attorney

Passed First Reading_____

Passed Second Reading_____

Council Member _____ moved the passage and adoption of the above and foregoing Ordinance. Motion was seconded by Council Member_____ and upon roll call on the motion the vote was as follows:

	YEA	NAY
John Griffin		
Tim Loucks		
James Smith		
Dina Sweatt		
Evelyn Wilson		