



## **APOPKA CITY COUNCIL AGENDA**

**November 1, 2023 1:30 PM**

**Apopka City Hall Council Chambers**

**APOPKA CITY COUNCIL MEETING WILL BE LIVE-STREAMED ON YOUTUBE. TO WATCH, PLEASE VISIT:**

<https://www.youtube.com/CityofApopkaFL>

### **CALL TO ORDER**

### **INVOCATION**

### **PLEDGE**

### **APPROVAL OF MINUTES**

1. Regular Council Meeting Minutes of October 18, 2023.

### **AGENDA REVIEW**

### **PROCLAMATION**

1. Week of the Family  
Presented by: Mayor Nelson

### **PUBLIC COMMENT PERIOD**

The Public Comment Period is for City-related issues that may or may not be on today's Agenda. If you are here for a matter that requires a public hearing, please wait for that item to come up on the agenda. If you wish to address the Council, you must fill out an Intent to Speak form and provide it to the City Clerk prior to the start of the meeting. If you wish to speak during the Public Comment Period, please fill out a green-colored Intent-to-Speak form. If you wish to speak on a matter that requires a public hearing, please fill out a white-colored Intent-to-Speak form. Speaker forms may be completed up to 48 hours in advance of the Council meeting. Each speaker will have four minutes to give remarks, regardless of the number of items addressed. Please refer to Resolution No. 2016-16 for further information regarding our Public Participation Policy & Procedures for addressing the City Council.

### **CONSENT (Action Item)**

1. Acceptance for Fiscal Year 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Program
2. Acceptance of Department of Transportation Grant for Enforcement of Speeding and Aggressive Driving in Apopka. Project number SC-2024-00325.
3. Acceptance of Department of Transportation Grant for Enforcement of Impaired Driving in Apopka. Project number M5HVE-2024-00342.
4. Emergency Designation under the Public Services, Fleet division with Rush Truck Centers for the repair of multiple ambulances.
5. Authorize the Mayor to sign the Professional Services Agreement with Strengthening Our Sons to provide programming.
6. Authorize the issuance of evaluated source memos for Fiscal Year 2024: People Ready, Inc. and Rush Truck Centers

7. Authorize the execution of piggyback contracts for the assigned terms: Galls LLC and all awarded vendors through the Florida Sheriffs Association of Counties and Florida Fire Chiefs Association.

#### **BUSINESS (Action Item)**

1. Approve the Phase 1 Action Plan for the Piedmont Lakes Subdivision involving the removal of dead trees and repairing broken sidewalks, curbs, and aprons

Presented by: Michael Ortiz, Josh Robinson

#### **PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)**

1. Ordinance Number 3025 – First Reading – Small-Scale Future Land Use Amendment – 3585 and 3603 Golden Gem Road  
Owner(s): Albert Mckimmie, Susan Incatasciato, and Christopher Crosby Johnson  
Applicant(s): Albert Mckimmie and Christopher Crosby Johnson  
Location: 3585 and 3603 Golden Gem Road  
Project: 20 acres  
Density: Five dwelling units per acre  
Project Manager: Jean Sanchez  
Presented by: Jean Sanchez, Senior Planner
2. Ordinance Number 3026 – First Reading – Change of Zoning – 2301 Coral Hills Road  
Owner(s): HCH Development, LLC  
Applicant(s): Sarah Maier c/o Dewberry Engineers  
Location: 2301 Coral Hills Road  
Project: 2301 Coral Hills Road Rezoning  
Density: N/A  
Project Manager: Jun Ik Sohn, Ph.D.  
Presented by: Jun Sohn, Planner
3. Resolution Number 2023-35 - Extension of the Apopka Community Redevelopment Agency  
  
Presented by: James Hitt, Community Development Director
4. Resolution 2023-36 - Authorizing the Execution of a Non-Exclusive Franchise Agreement for Commercial Solid Waste Services with JJ's Waste and Recycling, LLC, for Roll-Off Container Collection and Disposal of Waste within the City.

Presented by: Josh Robinson

#### **CITY COUNCIL REPORTS**

#### **CITY ADMINISTRATOR'S REPORT**

#### **CITY ATTORNEY'S REPORT**

#### **MAYOR'S REPORT**

#### **ADJOURNMENT**

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at least two (2) working days in advance of the meeting date and time at (407) 703-1704. F.S. 286.0105 If a person decides to appeal any decision or recommendation made by Council with respect to any matter considered at this meeting, he will need record of the proceedings, and that for such purposes he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Council meeting are invited to stand during the opening ceremony. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated

within the City Council Chambers or exit the City Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

## **CITY OF APOPKA MINUTES**

Minutes of the City Council Meeting held on October 18, 2023 at 7:00 PM, in the City of Apopka Council Chambers.

### **Present:**

- Mayor Bryan Nelson
- Commissioner Kyle Becker
- Commissioner Nick Nesta
- Commissioner Alexander Smith
- Commissioner Diane Velazquez
- Interim-City Administrator, Charles Vavrek
- Attorney Patrick Brackins

## **CALL TO ORDER**

**INVOCATION & PLEDGE OF ALLEGIANCE:** Commissioner Smith provided the Invocation, led in the Pledge of Allegiance, and gave the Fact of the Day: On October 18, 1867, the U.S. formally takes possession of Alaska after purchasing the territory from Russia for \$7.2 million, or less than two cents an acre. The Alaska purchase comprised 586,412 square miles, about twice the size of Texas, and was championed by William Henry Seward, the Secretary of State under President Andrew Johnson.

## **APPROVAL OF MINUTES**

1. Regular Council Meeting Minutes of October 4, 2023.
  - a. **Mayor Nelson** asked if anyone had any questions about either set of minutes.
  - b. Hearing further questions or comments, he asked for a motion to approve the regular council meeting minutes of October 4, 2023.
  - c. **Motion** by **Commissioner Velazquez** and seconded by **Commissioner Becker** to approve the regular council meeting minutes of October 4, 2023.
  - d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Becker, Nesta, Smith, & Velazquez voting aye.
  - e.

## **PROCLAMATION**

1. Orange Lodge No. 36 Day  
Presented by: Mayor Nelson

**Mayor Nelson** stated that this is the oldest lodge building, here in Florida. Master of the Lodge - Patrick Tessier and Treasurer of the Lodge – Gerald Rooks gave very brief comments.

2. Mobility Week 2023  
Presented by: Mayor Nelson



**Paul Schoelzel**, on behalf of FDOT and the Office of Mobile Development thanked the City for the proclamation and gave very brief comments on upcoming and past events.

## **PRESENTATION**

1. Overview of City of Apopka's Investment Policy Proposed Changes and Revisions  
Presented by: Blanche Sherman, Finance Director, and Glenn Scott with Morgan Stanley  
**Finance Director (FD) Blanche Sherman** introduced Glenn Scott, the Senior Vice-President of Morgan Stanley and the Portfolio Management Director and Nicholas Yip; who gave a presentation on the City's investment policy including revisions and proposed changes to the policy along with the City's long term goal and implementation plan.

**Glenn Scott** stated that by adopting the policy tonight the council will have fulfilled the requirements of state statute and will then be authorized the expanded powers, under state statute to invest fully, the funds that they are responsible for. *(A copy of this presentation is available upon request).*

**Commissioner Becker** asked that because the State looks at securities and depository institutions as two separate entities, is there a bifurcation between the two. **Glenn Scott** stated that we do allow maximum allocations in deposits where 100% of the city's funds could be in banks, but it would be very unusual to do that. He also stated that a bank deposit is not considered an investment, under Florida Statute; it is a deposit and it has its own set of statutes.

**Glenn Scott** went on to complete the presentation on the proposed investment policy *(a copy of this presentation is available upon request)*. Both **Commissioners Nesta** and **Becker** asked that some minor changes be made in wording. All commissioners will review further and submit any further changes to the Finance Director. **Commissioner Nesta** stated that the City has some major projects forthcoming, so we may need to be a little more aggressive on some of our flow right now, so please keep that in mind, as we craft this. **Commissioner Smith** asked what is the time lapse between the time the council approves and the time their attorney's review and approve and **Glenn Scott** stated that they can have their attorney's review once they finalize the language, they do not have to wait until the next City Council Meeting.

## **PUBLIC COMMENT**

**Sherri King – Orlando Alumnae Chapter of Delta Sigma Theta** – Gave an overview of their chapter.

**Dennis New – 105 W Magnolia Street Apopka, FL 32703** – Stated his concerns on Camp Wewa and his concern about a offer he heard that the City made to a developer in Lake county, for sewer and water.

**Rod Olsen – 3156 Rolling Hills Lane Apopka, FL 32712** – Expressed his concerned about the upkeep of the fields at the Northwest Recreation Complex, the urge for drivers to pay

more attention while going through school zones, and the Water Conservation Incentive Program.

**Ace Woodham, Jr. – 47 E Magnolia Street Apopka, FL 32703** – Expressed his concern on how the City is being ran.

**Albert McKimmie – 3607 Golden Gem Road Apopka, FL 32712** – Expressed his concern on infrastructure within the City and the City's need to take action with Orange County.

**Leroy Bell – 2308 Blue Meadows Ct Apopka, FL 32703** – Spoke on waste and his disappointment in the air quality, due to improper structure of the landfills.

**Sylvester Hall – 3091 Rolling Hills Lane Apopka, FL 32712** – Expressed his concern with not enough people stepping up to help with issues within the City. He asked if there is a plan of action to address the complaints brought forth by citizens, each meeting.

#### **CONSENT (Action Item)**

1. Acceptance of Department of Transportation Grant for Enforcement of Distracted Driving in Apopka. Project number DD-2024-00340.
2. Authorize the issuance of evaluated source memos for Fiscal Year 2023: T-Mobile USA and Verizon Wireless.
3. Award a contract for RFP 2023-A-27: Live Entertainment Production Services.
4. Award a contract for RFQ 2023-A-08: Continuing Professional Engineering Services: Stormwater Management.
5. Authorize the execution of piggyback contracts for the assigned terms: Allied Universal Corporation, Fire-Dex LLC, Musco Sports Lighting, O'Reilly Auto Parts, TPH Holdings LLC dba The Parts House, Cintas Corporation, JMD Global Developers LLC, Sprint Solutions, Inc. now T-Mobile USA, Inc, AT&T Mobility National Accounts LLC, Verizon, Motorola Solutions, Inc.
6. Accept the disbursement report for September 2023.
  - a. **Mayor Nelson** asked if anyone had any questions about any items on the Consent Agenda.
  - b. Hearing no further questions or comments, he asked for a motion to approve the six (6) Consent Agenda items.
  - c. **Motion by Commissioner Becker** and seconded by **Commissioner Smith** to approve the six (6) Consent Agenda items.
  - d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Becker, Nesta, Smith & Velazquez voting aye

## **BUSINESS (ACTION ITEMS)**

1. Amend Scope for Community Development Block Grant Coronavirus (CV) Grant Agreement. Presented by: Dr. Shakenya Jackson, Grant Administrator, and David A. Fox with Fred Fox Enterprises, Inc.

**Grant Administrator (GA) Dr. Shakenya Jackson** stated that as they were going through the environmental review for Florida Commerce they found that they need to change their scope to address a blast zone that they have within the city.

**David F. Fox** stated that one of the requirements for the environmental review is to determine above ground tanks, within the area of the project, of 100 gallons or more. Once you determine the location of the tanks, you must determine the blast zone, which are the areas that would be affected if the tanks were to explode. You cannot utilize HUD funds on the areas that would possibly be in the blast zone of the project. We found that there are two locations within the blast zone: 7<sup>th</sup> Street and 8<sup>th</sup> Street. Both are within a blast zone; one is for a fuel yard and one is for a pavement company. The other options would be that the property owners would have to do some type of encapsulation around the tanks to reduce the blast, which most businesses are not willing to do, because they are not receiving any funding for it. Based on that information, the proposed amendment would include reducing the project to take out E 7<sup>th</sup> Street between Alabama Ave and County Rd 424 on the east and S. Park Ave on the west and then E 8<sup>th</sup> Street Alabama Ave and County Rd 424 on the east and S. Park Ave on the west. *(copies of the colored maps showing the areas of the project are available upon request)*. The grant is \$800,000 and this will amend the project to be able to address the address the areas that qualify for grant funding, based on the environmental review that has been completed.

**Commissioner Nesta** asked if there is a timeline set up for this and finishing this project and is there a 'must be completed by' date and **GA Dr. Jackson** stated that we have an additional year with this project and we anticipate wrapping up the environmental review within the next two weeks. We have already bid out the project, Mayor has signed the release of funds so we are sending that over to Florida Commerce and should be able to proceed. We should be able to at least start in 30-days. **Commissioner Velazquez** asked what's the date and **GA Dr. Jackson** stated December 2024. **Commissioner Becker** asked for confirmation on the descopeing of the sidewalks for either replacing or adding additional sidewalks and **David F. Fox** stated that it was to add additional side walk. **Commissioner Becker** stated that the crosswalk designation at Alabama is almost absent, so his recommendation is to make sure that things are striped, if we are going to have sidewalk only, on one side of the street, we need to have clear indication of the crosswalk. **Mayor Nelson** stated that the city is going to fund the blast zone sidewalks.

- a. **Mayor Nelson** asked if anyone had any questions about this item.
- b. Hearing no further questions or comments, he asked for a motion to amendment of the Scope for the Community Development Block Grant Coronavirus (CV) Grant Agreement.

- c. **Motion by Commissioner Velazquez** and seconded by **Commissioner Smith** to amendment of the Scope for the Community Development Block Grant Coronavirus (CV) Grant Agreement.
- d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Becker, Nesta, Smith & Velazquez voting aye

2. The Ridge Parcel 9 – Major Development Plan  
Owner(s): KS Apopka Centerline Development, LLC  
Applicant(s): VHB c/o James R. Hoffman, P.E.  
Location: 1885 Boy Scout Road  
Project: 1885 Boy Scout Road; 40.54 +/- acres  
Density: 3.3 dwelling units per acre  
Project Manager: Jean Sanchez  
Presented by: Jean Sanchez, Senior Planner

**Senior Planner (SP) Jean Sanchez** stated The Ridge Parcel 9 – Major Development Plan (MDP) is the northernmost parcel of The Ridge PD and proposes the development of 41 single family residential lots up to two stories in height. The applicant offers front-loaded lots with a minimum lot width of 55-feet with minimum lot area of 1600 square feet and rear-loaded lots with a minimum width of 32-feet and minimum living area of 1500 square feet. Approximately 26.5 acres of the project area is wetland and will be preserved as such. Open space and stormwater areas are located adjacent to the wetland limits, buffering the wetland to the north. Both the DRC and Planning Commission recommend approval, subject to the findings of the staff report.

**Commissioner Becker** asked if they are doing any grading to make sure that if there is enough water to accumulate in the area, there is no chance of what happened at Clear Lake happening in this location. **John Prowell, VHB (Civil Engineers)** responded that all the houses will be above the 100-year flood zone, the property will be graded, and the ponds are on the low side.

- a. **Mayor Nelson** asked if anyone had any questions about this item.
- b. Hearing no further questions or comments, he asked for a motion to approve The Ridge Parcel 9 – Major Development Plan.
- c. **Motion by Commissioner Nesta** and seconded by **Commissioner Smith** to approve The Ridge Parcel 9 – Major Development Plan.
- d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Becker, Nesta, Smith & Velazquez voting aye

3. Piedmont Lakes Roadway Tree Replacement Program  
Presented by: Radley Williams, Parks and Recreation Director

**Parks and Recreation Director (PRD) Radley Director** stated that the Parks and Recreation Department is working with the Public Services Department to develop a roadway tree replacement program throughout the Piedmont Lakes neighborhood. The oak trees that were initially planted in the neighborhood were not the appropriate trees for the confined spaces between the roadway and sidewalks and should not have been allowed.

This fact has resulted in many of the oak trees along the roadway right-of-way negatively impacting the sidewalks, while other oak trees are reaching the end of their lifespan. City staff from both the Parks and Recreation Department and Public Services Department have worked with the Piedmont Lakes Home Owners Association to offer better tree options for these areas. Out of the options presented, the home owners association decided on the Little Gem Magnolia Tree as their preferred replacement tree throughout the neighborhood. From the initial assessment and work with the Piedmont Lakes Home Owners Association, City staff have developed an action plan which includes the following steps:

- I. The Public Services Department conducts a full assessment of all roadway trees throughout the Piedmont Lakes neighborhood, to include:
  - i. Assessment of tree health by a certified arborist.
  - 2 Assessment of tree impacted sidewalks by Public Services Department staff.
  - ii. Assessment of tree impacted sidewalks by Public Services Department staff.
- II. Upon noticing to the impacted homeowners, the identified trees will be removed and the stump will be ground down.
- III. Trees identified for removal will be noticed to the individual homeowners in the proximity of the tree
- IV. As part of fiscal year 2025 beginning in October 2024, the Parks and Recreation Department will utilize the City Tree Bank Fund to procure a bulk order of the required number of Little Gem Magnolia Trees (15- gallon) to replace all the trees that were removed throughout fiscal year 2024.
  - i. Delivery date and installation dates will be coordinated by the Parks and Recreation Department with the Piedmont Lakes Home Owners Association and the Public Services Department.

The Public Services Department is in the process of completing the initial assessment of the roadway trees throughout the Piedmont Lakes neighborhood (step 1 above) and will be able to provide a status update on the total number of trees impacted at the first City Council meeting in November.

**Commissioner Nesta** stated that we don't have a budgeted about for this and **PRD Williams** responded that the cost for a 15-gallon magnolia tree, right now, is about \$100. Commissioner Nesta asked if he has a rough estimate of what we will spend and **PRD Williams** stated there is about 300 homes in that neighborhood, but not every tree is impacted right now and not every homeowner will want a replacement, so we will have a better assessment at the next Council Meeting. **Commissioner Nesta** asked if this will come back to council to allocate the funds or is this approving that and spend and **PRD Williams** stated that they can approve it tonight and put whatever spend limit they want on it. **Mayor Nelson** stated that the trees won't be this budget year and **PRD Williams** stated that it can be put in as a line item for the FY '25 budget. **Mayor Nelson** stated that since we will probably have other trees, we should probably take half the lots multiplied



by 100 and earmark it, just in case we get a big run on the tree bank. He asked the finance director to get the number of lots (times) 50% (times) \$100 and earmark that for Piedmont Lakes Replacement Trees. **Commissioner Nesta** went on to ask if the stump grinding removal is funded out of this and **PRD Williams** stated that this is specifically for trees.

**Commissioner Velazquez** asked where the trees are taken down and the sidewalks need to be fixed, are we going to come back and fix them. **Michael Ortiz, Program Supervisor with Public Services**, stated yes, that is the plan. With the budget for the project, they are trying to break the project down into four phases. They have about \$400,000 that can be used.

**Commissioner Smith** asked if any of the trees will be replaced this budget year and **PRD Williams** stated that if we move at a faster pace they could come back with a budget amendment, to use those funds; we do have \$929,000 in the tree bank, right now.

**Haley Smith - Piedmont Lakes Resident** - thanked the council for addressing this issue. Stated the HOA did not ask anyone in the neighborhood, they just made the decision. A magnolia tree is not a great replacement option, because we have a magnolia tree in our yard, that was planted at the same time as the oak trees and it is doing the same things as the oak trees; also, it does not replace the canopy.

**Commissioner Velazquez** asked if there is a resident that states they don't want the tree down will we still take it down, are we giving them that option and **PRD Williams** stated that if the tree has been identified, by the arborist, to be removed because of a health issue or if it is impacting the roadway or sidewalk, the tree will be removed.

**Mayor Nelson** stated that this all began because there were residents complaining about the price for them to get an arborist to come out and assess a tree, so in an attempt to be proactive, the City partnered with them and had an arborist go out and assess the entire neighborhood.

**Ace Woodham** stated that he does not think that magnolias are the right option, but the trees in the right-of-way has been a problem in Apopka for a while.

- a. **Mayor Nelson** asked if anyone had any questions about this item.
  - b. Hearing no further questions or comments, he asked for a motion to approve the Piedmont Lakes Roadway Tree Replacement Program and set aside \$25,000 for replacement trees.
  - c. **Motion by Commissioner Nesta** and seconded by **Commissioner Smith** to approve the Piedmont Lakes Roadway Tree Replacement Program and set aside \$25,000 for replacement trees.
  - d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Becker, Nesta, Smith & Velazquez voting aye
4. Presidential Campaign Events at the Apopka Amphitheater  
Presented by: Radley Williams, Recreation Director

**PRD Williams** stated with the 2024 Presidential campaign approaching, Presidential candidates have begun campaigning across the country. To provide an attraction for candidates to visit the city of Apopka for campaign events, staff propose a fee waiver for the rental of the Apopka Amphitheater and Special Event Permit Application fee for qualifying Presidential candidates. Qualifications for these events would include:

- I. Must be an official campaign event for a candidate running for President
- II. Candidate must be qualified to debate in the national debates, or the top polling candidate from a non-Democrat/Republican party affiliation.
- III. The campaign event would have to be held on either a Monday, Tuesday, Wednesday, or Thursday
- IV. City of Apopka Special Event Permit Application will still be required, but permit fee will be waived.

The fee waiver would be for the rental and use of the Apopka Amphitheater and for the Special Event Permit Application fee. All other fees for City services, such as police and fire services, will still be required

- a. **Mayor Nelson** asked if anyone had any questions about this item.
- b. Hearing no further questions or comments, he asked for a motion to approve the Presidential Campaign Events at the Apopka Amphitheater.
- c. **Motion** by **Commissioner Velazquez** and seconded by **Commissioner Nesta** to approve the Presidential Campaign Events at the Apopka Amphitheater.
- d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Becker, Nesta, Smith & Velazquez voting aye

5. City-Owned Property Disposal in the CRA District - Station Street Project  
Presented by: James Hitt, Community Development Director

**Community Development Director (CDD) James Hitt** stated that they are asking to go out and do an advertisement, it is a minimum of a 30-day ad. The legal notice has already been proposed and they need the authorization to advertise, again, by way of the CRA regulations from Florida Statutes.

**Commissioner Becker** stated that we did not follow this process for when the BID went out on Station Street and **CDD Hitt** stated, correct, we did a normal BID process, but in this case, we have to do the legal notice for the disposal of the property. **Commissioner Becker** asked by noticing this, does this open it up to allow for other people to stress interest in this property and render the RFP process mute. **Attorney Patrick Brackins** stated that this opens up the opportunity for others to come in, but it is up to the council to choose what is in the best interest of the City. But if you did not follow this particular notice procedure, it would have voided what you did or it could have given the opportunity to void it. **Mayor Nelson** said so it is null in void within the RFP and **Attorney Brackins** said that he disagrees that it null in voids the RFP, but he does agree that if the council does not do this, it will; you could not move forward with the development, right now, that you want.

**Commissioner Becker** stated that the lead-in packet references what 'potential use' is, but the council as not yet agreed, collectively, to do that.

**Commissioner Smith** asked for confirmation on the RFP and the person that is already there, if they will have any legal claims against the City, for opening this again. **Attorney Brackins** stated that there is no binding issue right now, they have not entered into a binding Developer's Agreement (DA), he understands there is a protest period, which is a lot different than if the City went ahead and entered into the agreement now, without having complied with this statute. You have to comply with the law before you dispose of the property.

**Commissioner Nesta** stated that in the lead-in packet it says that 'negotiations surrounding the DA stalled earlier this year, but are not moving forward, due, in part to, change of attorney. He thanked the attorney for bringing this up. He stated that moving forward, for the current RFP winner, it is what it is, and hopefully they understand that this is the process now, that we need to be following. He stated that the met with the developer that was going to be there for the project and they seemed very interested.

**CDD Hitt** stated that if get multi-submittals we will follow the process, but if we only get one and it's the same one, we can continue to move forward; we already have a DA that was being worked on, but this is a requirement that we have to do per CRA regulations.

**Mayor Nelson** asked when will the DA be done and **CDD Hitt** stated about 1.5-2 months.

**Commissioner Velazquez** stated that she is happy that this is finally coming to light.

- a. **Mayor Nelson** asked if anyone had any questions about this item.
- b. Hearing no further questions or comments, he asked for a motion to approve the City-Owned Property Disposal in CRA District -Station Street Project.
- c. **Motion** by **Commissioner Smith** and seconded by **Commissioner Velazquez** to approve the City-Owned Property Disposal in the CRA District – Station Street Project.
- d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Becker, Nesta, Smith & Velazquez voting aye

6. City-Owned Property Disposal in the CRA District - 207 E. 8th Street  
Presented by: James Hitt, Community Development Director

**CDD Hitt** stated that the city has had discussions regarding this site being a possible location for the Apopka Resource Center. **Commissioner Nesta** asked what type of building can go on this property and **CDD Hitt** stated that it is tight, with a 5ft setback, you are down to a 40ft wide structure. If you ended up putting parking in the back you'd have to narrow that down probably down another 10 feet, so you are looking at 30 feet. You can do a 10ft to 12ft foot driveway, which you do have to have a 5ft landscape buffer between a driveway and the property line, so the other option would be to move the structure line back as far as possible and put in a small parking lot on the front with maybe two or three

side-type parking spaces. It is a very tight space, but it is possible.



- a. **Mayor Nelson** asked if anyone had any questions about this item.
  - b. Hearing no further questions or comments, he asked for a motion to approve the City-Owned Property Disposal in CRA District – 207 E. 8<sup>th</sup> Street.
  - c. **Motion** by **Commissioner Velazquez** and seconded by **Commissioner Smith** to approve the City-Owned Property Disposal in CRA District – 207 E. 8<sup>th</sup> Street.
  - d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Becker, Nesta, Smith & Velazquez voting aye
7. City-Owned Property Disposal in the CRA District - Northeast Corner of E. 8th Street & S. Highland Ave.  
Property Disposal for Four (4) Single-Family Lots in the CRA.  
Presented by: James Hitt, Community Development Director

**CDD Hitt** stated that this area is basically drainage ditches, right now. We do have plans from Public Services that are looking to pipe that for underground drainage, so it ends up becoming more usable, you just can not build some thing on it. You can maybe put a sidewalk on it, so we looked at doing 50ft lots. A plat and surveys have been created to establish a 0.83-acre neighborhood park, and four (4) new single-family homes. It is intended that the neighborhood park located to the rear (north) of the four lots and will be funded, in part, from the CRA budget at \$105,000. The plat will still be required to be approved by the Planning Commission and City Council prior to any negotiated sale or conveyance. The purpose is to sell four lots with one affordable single-family home on each lot. The single-family home sites include a corner lot at 0.22 acres (80' x 120'), and three (3) lots fronting E. 8th Street at 0.17 acres each (60' x 120' each). The recommended motions are to approve publication of the notice of property disposal as outlined in the Florida Statutes once the plat process has been completed and to direct staff to amend the sample notice to include details pertaining to the subdivision once completed and intended use of the properties.

**Commissioner Nesta** stated that he understood that IT had somethings stored here and **IT Department Supervisor, Robert Shelton** stated that historically that was a Streets Division Compound were some small engine repair, street signs, etc. were located. Some staff were there many years ago and while that staff was there they had computers and phones; the city owned infrastructure being fiber-optic that goes to that location. Not only to that location, but to the existing fueling island across 8<sup>th</sup> Street adjacent to this property. We need to relocate that fiber from this property and put it on the existing fuel island. **Commissioner Nesta** asked what does that cost and timeline look like and **Robert Shelton** stated that cost is undetermined at this time.

**Commissioner Smith** asked if there is any brown field at this location and **CDD Hitt** stated that all of downtown is a brown field and **Commissioner Smith** asked who would pay for the cleanup and **CDD Hitt** stated that the environmental assessment did not call for any cleanup.

**Nikki McGuire** asked for the address for this property and **CDD Hitt** stated 305 E 8<sup>th</sup> Street.

**Mary Davis Johnson – 2432 Misty Cove Circle Apopka, FL 32712** – Asked about the CRA process and inquired about the website for researching more information.

**Sylvester Hall - 3091 Rolling Hills Lane Apopka, FL 32712** - asked if this is on the website as of right now and if not, what is the timeline and how will the public know when it is advertised. **CDD Hitt** stated that it will be within the next two to three weeks and it will be on the website and in the newspaper.

- a. **Mayor Nelson** asked if anyone had any questions about this item.
  - b. Hearing no further questions or comments, he asked for a motion to approve the City-Owned Property Disposal in CRA District -Northeast Corner of E. 8<sup>th</sup> Street & S. Highland Ave.
  - c. **Motion by Commissioner Smith** and seconded by **Commissioner Velazquez** to approve the City-Owned Property Disposal in CRA District -Northeast Corner of E. 8<sup>th</sup> Street & S. Highland Ave.
  - d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Becker, Nesta, Smith & Velazquez voting aye
8. Sole Source and Waiver Designation to Stryker Sales LLC. & Flex Financial (a division of Stryker Sales LLC.).  
Presented by: Blanche Sherman, Finance Director, Sean Wylam, Fire Chief

**FD Sherman** stated that waiver is pertaining to the 30-day notice and the annual approval. This is a ten-year lease that was discussed during the budget workshops. We did incorporate funds in the budget, for this.

- a. **Mayor Nelson** asked if anyone had any questions about this item.
- b. Hearing no further questions or comments, he asked for a motion to approve the Sole Source and Waiver Designation to Stryker Sales, LLC & Flex Financial (a division of Stryker Sales, LLC).
- c. **Motion by Commissioner Nesta** and seconded by **Commissioner Becker** to approve
- d. the Sole Source and Waiver Designation to Stryker Sales, LLC & Flex Financial (a division of Stryker Sales, LLC).
- e. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Becker, Nesta, Smith & Velazquez voting aye

**FD Sherman** stated that she needs a motion for authorization for the City Administrator to execute the lease agreement for an ALS 360 program after the negotiations are completed and terms and conditions are resolved with legal counsel.

**Commissioner Nesta** asked if that was noticed and if it has to be noticed separately.

**Attorney Brackins** stated that the council is good to vote on this, because it is noticed, it is the subject of it, she is asking for the authority to go ahead and do it. The notice requirements have been covered.

- a. **Motion by Commissioner Smith** and seconded by **Commissioner Velazquez** to authorization for the City Administrator to execute the lease agreement for an ALS 360 program after the negotiations are completed and terms and conditions are resolved with legal counsel.
- b. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Becker, Nesta, Smith & Velazquez voting aye

9. FY23-24 Roadway Resurfacing Program

Presented by: Deodat Budhu, Public Services Director

**Public Services Director (PSD) Deodat Budhu** gave a presentation of the FY 23-24 Roadway Resurfacing Program. The presentation summarizes roadways proposed to be Cold-in-Placed, Milled & Resurfaced, as well as those roadways proposed for Cape Seal/Micro surface Treatment. The list of roads selected for Cold In-Place include Hermit Smith Rd and Jason Dwelley Pkwy (from the Firehouse LN to W Ponkan Rd). The list of roads selected for Milled & Resurfaced include E 1<sup>st</sup> Street, Edgewood Drive, S McGee Ave, and Lexington Pkwy. The list of roads selected for Cape Seal /Micro Surface include Jason Dwelley Pkwy (from Firehouse LN to W Kelly Pkwy), the Summerset Sub-division, and the Oaks Sub-division. The recommended motion is to approve the FY 23-24 Roadway Resurfacing Program list and amend the FY 23-24 budget amount to reflect \$104,520.86 for an additional cost coverage. Mayflower Avenue reconstruction will be added to FY 24-25 Roadway Resurfacing program list.

*A copy of this presentation is available upon request.*

- a. **Mayor Nelson** asked if anyone had any questions about this item.
- b. Hearing no further questions or comments, he asked for a motion to approve the FY 23-24 Roadway Resurfacing Program.
- c. **Motion by Commissioner Becker** and seconded by **Commissioner Velazquez** to approve the FY 23-24 Roadway Resurfacing Program.
- d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Becker, Nesta, Smith & Velazquez voting aye

10. FY 23-24 Individual Distributed Wastewater Treatment System (IDWTS) Conversion Project

Presented by: Deodat Budhu, Public Services Director, Erica Atkinson, Environmental Program Supervisor

**(PSD) Deodat Budhu** stated that this presentation is on the Individual Distributed Wastewater Treatment System Conversion Project, whereby a homeowner can convert their septic tank to this treatment system. The IDWTS Conversion Program includes installing an additional ninety (90) OnSyte units in the Wekiva Glen neighborhood. The presentation attached summarizes the history of the existing conversion program and its future needs. The recommended motion is to approve the IDWTS Conversion Program Amendment 4 Cost-Share update, which will add, to our budget, an additional \$1,162,500 plus the balance of the original agreement, which is \$16,237.50, to bring the total to \$1,178,737.50 to make this project a realization.

**Erica Atkinson** gave a detailed PowerPoint presentation on the project (*a copy of this presentation is available upon request*).

After the detailed presentation, the council discussed this item, then opened the floor to public comment.

**Rich Webber – 2009 S Lake Pleasant** – Urged to council to get more classification from the DEP, if they are going to table this item. He put a septic in about a year ago and recently received a notice saying that all septic's, as of 2030, on any property less than an acre have to be to an atm union.

**Albert Mckimmie – 3606 Golden Gem Rd** – Stated that the presentation was confusing and he still has questions; he asked what other associated costs may there be that are not being talked about. There will be other costs that the homeowner will be responsible for (i.e. the electricity).

**Mayor Nelson** asked for clarification and gave a scenario: the sewer cost \$50 a month, so that would go toward paying for the sewer plant. With the OnSyte System, the \$44, right now it is going to OnSyte who is maintaining all of the systems, but if in five years they quit and we take it over, we will then collect the \$44 a month and that money will go into a separate account to pay for the maintenance and repairs of the systems. So, we will have reserve month based on this maintenance cost, at some point we will start collecting.

**FD Sherman** stated that we pay OnSyte but we also collect the money from the customer.

- a. **Mayor Nelson** asked if anyone had any questions about this item.
- b. Hearing no further questions or comments, he asked for a motion to table this item to the next council meeting.
- c. **Motion by Commissioner Nesta** and seconded by **Commissioner Becker** to table this item to the next council meeting.
- d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Becker, Nesta, Smith & Velazquez voting aye

## CITY COUNCIL REPORTS

**Commissioner Velazquez**

- Extending condolences to the Peery Family, for the loss of John Peery.
- Somewhere in the public comments, someone made a reference to Lake County receiving a proposal from Apopka to provide utilities to a limited services area and asked for clarification and **Mayor Nelson** stated that they are asking if we can do it, but there is no formal agreement, it will first have to come to City Council. **Commissioner Becker** stated that the email he saw, the County Official of Lake County implied that the City of Apopka had approached them and **Mayor Nelson** said no. **Commissioner Velazquez** asked if we are considering it and **Mayor Nelson** stated that we had a meeting with Mount Dora and they spoke on maybe having a partnership on a bigger sewer plant in the northwest part of the city and he told them to come give us an idea of what that would look like. That was just an initial discussion on whether we would want to partner on a wastewater plant.
- We are done with Hispanic Month, we did not get a Proclamation, but I did some research and I wanted to recognize the contribution that the Hispanic community has done for the City of Apopka. There are over twenty-five eateries and restaurants within the City, we also have the Farmworkers who provide much service to the workers in our nurseries and farms, and then we have Hope Community who is a big outreach for the Hispanic community. Thank you for making Apopka, contributing your services and businesses to the City of Apopka. Also thank you to the Central Florida Prep School for inviting me, as part of their Hispanic event.

#### **Commissioner Becker**

- Mr. Peery's funeral service was beautifully done; I am wearing the orange tonight, in his honor.
- During Public Comment there were some legitimate concerns surrounding Camp Wewa and asked who is the go-to person to make sure the facilities are good and safe and **City Administrator (CA) Chuck Vavrek** stated that Radley Williams would be the one to bring the concerns to their attention and make sure that they are addressed. **Radley William** stated that he is working on a punch list program and will share with the council when it is complete.
- Have we looked at the facility on Lust Rd and said that it is okay to have people going to the site and getting things from the site and **CA Vavrek** said that he will look into it.
- Read a letter that was sent to his home which read: "We appeal to you, as representatives of City of Apopka and respectfully ask to please investigate the working conditions of employee within the (intentionally omitted) department. This year seven employees have left the (intentionally omitted) department, please help". He said to whomever sent that, everything should be addressed to City address also he has no ability to help if he does not know what the situation is. He would recommend to whomever wrote the letter to try to run the concerns through the chain of command and if those behaviors continue seek out the State of Federal Guidelines, because the EEOC handles situations as such.
- I will be out of town next week.

#### **Commissioner Smith**

- Condolences to the Peery Family; I was not aware that they had the services already.
- I also went to the Prep School and spoke to the Civics Class and look forward to going back again.
- The Heart and Soul Festival was Saturday night and we recognized Othello Swift as the Community Servant Award for the 2023 Heart and Soul Festival.



- Thank you to the police department for supporting the night out at the New Hope Missionary Baptist Church
- Thank you to the Mayor, Commissioners, and police department or their support at the Homegoing Service of Pastor Rev. Dericho
- The warehouse on Lust Rd was left off of the list of surplus property. I know this one that we spoke on before and was waiting to see what the process was. **Mayor Nelson** stated that it is not in the CRA so it does not have to go through that process. **Commissioner Becker** stated that it is subject to the process that Attorney Shepherd is going to present.

#### **Commissioner Nesta**

- Asked if everyone received a letter, like Commissioner Becker, because he got one to his personal property, as well. **Commissioners Velazquez** and **Smith** stated that as of yesterday they have not.
- Prayers to the City of Apopka in regards to the many deaths that have occurred recently. We also had a 1-year-old pass away and that family will be using the funds that I allocated for the space and permit.
- Camp Wewa is everyone's topic; it needs to be 'are you all willing to spend seven figures to get this park to where it needs to be to make it a park and an overnight experience or are we wanting this just to be a park and go from there.' I know we are waiting on the State to see what our limitations are. **Mayor Nelson** stated that he is going to try to go up to Tallahassee the first week in November and one of his appointments will be with DEP, if everyone agrees that we want the overnight experience.

#### **CITY ADMINISTRATOR'S REPORT**

- Staff met with the Angle Group and his team and we are currently meeting on an every other week scenario. One of Mr. Angles concerns was that before he produced the primary goal report he wanted to have the NIOSH report and that report, based on what he was told will not be available until after April of 2024. His question was do I have a problem with him moving forward and reviewing the current policies and procedures at the Fire Department, which I told him I do not, because that was one of the three objectives. They did give me a list of the people that they want to meet and those people will be you (the council) also, they will meet with you all individually.

#### **CITY ATTORNEY'S REPORT**

No Report

#### **MAYOR'S REPORT**

- A Hispanic Heritage Proclamation was presented to the Hispanic Leadership Committee on October 10<sup>th</sup>, he will have Stacy send Commissioner Velazquez a copy.
- John Peery was a good friend
- Apopka Recycles Day, Nov. 18<sup>th</sup> – Edward's Field 9:00am – Noon sponsored by Waste Management and Orlando Recyclables

#### **ADJOURNMENT**

The meeting adjourned at 11:09 PM.

*All video recordings of City Council Meetings are always posted on the City of Apopka's YouTube page, for viewing.*

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Bryan Nelson, Mayor

Attest: \_\_\_\_\_  
Susan M. Bone, City Clerk

Minutes Transcribed by: \_\_\_\_\_  
Victoria Parks, Deputy City Clerk





## City of Apopka CITY COUNCIL STAFF REPORT

**Section:** CONSENT (Action Item)

**Item #:** 1.

**Meeting Date:** November 1, 2023

**Department:** Police Department

**SUBJECT:**

Acceptance for Fiscal Year 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

**REQUEST:**

The Police Department has been awarded a grant to receive \$20,650.00 in funding to put towards the purchase of a multi-use radar speed measurement / messaging sign trailer for the Patrol and Support Services Divisions.

**SUMMARY:**

Attached, you will find a memorandum of our intended use of the awarded grant funds in accordance with the grant application requirements.

**FUNDING SOURCE:**

N/A

**RECOMMENDED MOTION:**

Authorize the department's acceptance of funding in accordance with the 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

**ATTACHMENTS:**

1. JAG Grant Award Memo - 2023 Speed-Message Trailer ACCEPTANCE



***City of Apopka***  
***Police Department***  
***112 E. 6<sup>th</sup> Street Apopka, Florida 32703***

**Memorandum**

Date: October 23, 2023  
To: Honorable Bryan Nelson and Commissioners  
RE: 2023 Justice Assistance Grant

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This letter is to give notice that the police department has been awarded Federal Funding from the Department of Justice, Bureau of Justice Assistance. The funds are going to be used to purchase new equipment designed to encourage safer driving, display important messages to the public, and enhance intelligence gathering efforts.

The department would like to purchase a multi-use radar speed measurement / messaging sign trailer that has the optional capability to house an automated License Plate Recognition (LPR) device. This multi-use trailer combines these two platforms and will allow us the capability to conduct both directed traffic calming enforcement as well as directing messages to the public for community awareness situations such as upcoming events or road closures. The trailer will also have the ability to collect traffic data in problem areas and also is capable of deploying one of the departments LPR's for collecting intelligence data via license plate recognition technology.

If you have any questions, please feel free to contact me or Lieutenant Jason Woertman.

Respectfully,

A handwritten signature in black ink that reads "Mike McKinley". The signature is written in a cursive, stylized font.

Michael McKinley  
Chief of Police



## City of Apopka CITY COUNCIL STAFF REPORT

**Section:** CONSENT (Action Item)

**Item #:** 2.

**Meeting Date:** November 1, 2023

**Department:** Police Department

**SUBJECT:**

Acceptance of Department of Transportation Grant for Enforcement of Speeding and Aggressive Driving in Apopka. Project number SC-2024-00325.

**REQUEST:**

Authorize the Police Chief to accept and sign the grant award.

**SUMMARY:**

The Police Department applied for and received grant funding for the enforcement of speeding and aggressive driving in Apopka. The Police Department has received an award for the following grant in the listed amount:

1. Enforcement of Speeding and Aggressive Driving in Apopka      \$59,000.00

(\$55,000.00 in overtime for salary and benefits funding for enforcement efforts and \$4,000.00 for the purchase of speed measurement devices.)

**FUNDING SOURCE:**

Grant Funding from the Department of Transportation with no matching funds required.

**RECOMMENDED MOTION:**

Authorize the Chief of Police to accept and sign to accept the listed grant.

**ATTACHMENTS:**

1. FDOTSubgrantAgreement-2024 Speed

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

**SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS**

|                                                                                                                                                                                              |  |                                                                                                                                                                                                                                            |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <i>For FDOT Use Only</i><br><b>Project Number:</b> SC-2024-00325                                                                                                                             |  | <b>FDOT Contract Number:</b> G2P03                                                                                                                                                                                                         |  |
| <b>Federal Funds Awarded:</b> \$59,000                                                                                                                                                       |  | <b>FDOT UEI/SAM Number:</b> RFKGNHR7ZH37                                                                                                                                                                                                   |  |
| <b>Subgrant Award (Start) Date:</b>                                                                                                                                                          |  | <b>Subgrant End Date:</b> 09/30/2024                                                                                                                                                                                                       |  |
| <b>Part I: GENERAL ADMINISTRATIVE INFORMATION</b>                                                                                                                                            |  |                                                                                                                                                                                                                                            |  |
| 1. Project Title: Enforcement of Speeding and Aggressive Driving in Apopka                                                                                                                   |  |                                                                                                                                                                                                                                            |  |
| 2. Federal Funding: \$59,000                                                                                                                                                                 |  | Match: \$ Total Cost: \$59,000                                                                                                                                                                                                             |  |
| 3. Subrecipient Agency:<br>Agency Name: City of Apopka<br><br>Address: 120 E. Main St.<br>City: Apopka<br>State: Florida<br>Zip: 32703                                                       |  | 4. Implementing Agency:<br>Agency Name: Apopka Police Department<br><br>Address: 112 E. 6th St.<br>City: Apopka<br>State: Florida<br>Zip: 32703                                                                                            |  |
| 5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies): 59-6000265 021                                                                                                       |  |                                                                                                                                                                                                                                            |  |
| 6. UEI/SAM Number: U5ELGNDQMLV3                                                                                                                                                              |  |                                                                                                                                                                                                                                            |  |
| 7. Chief Financial Officer:<br>Name: Shekenya Jackson<br>Address: 150 E. 5th St.<br>City: Apopka<br>State: Florida<br>Zip: 32703<br>Telephone: (407) 703-1819<br>E-mail: SJackson@apopka.net |  | 8. Project Director: (Can not receive any benefit under this subgrant)<br>Name: Jason Woertman<br>Address: 112 E. 6th St.<br>City: Apopka<br>State: Florida<br>Zip: 32703<br>Telephone: (407) 703-1771 486<br>E-mail: Jwoertman@apopka.net |  |
| 9. Financial Reimbursement Contact:<br>Name: Steve Harmon<br>Title: Traffic Sergeant<br>Telephone: (407) 703-1771 489<br>E-Mail: Sharmon@apopka.net                                          |  | 10. Project Activity Contact:<br>Name: Steve Harmon<br>Title: Traffic Sergeant<br>Telephone: (407) 703-1771 489<br>E-Mail: Sharmon@apopka.net                                                                                              |  |
| 11. Payment Remittance Address:<br>Name: City of Apopka<br>Address: 120 E Main St<br>City: Apopka<br>State: Florida<br>Zip: 32703                                                            |  |                                                                                                                                                                                                                                            |  |

## Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Project Objectives
4. Evaluation

### 1. Statement of the Problem:

Consisting of nearly 35 square miles, the City of Apopka is located in northwest Orange County, Florida, and is the second largest municipality in Orange County. Apopka ranks in the top 35% of the "Speeding and Aggressive Driving - Group II" category in the fiscal year (FY) 2024 Highway Safety Matrix.

Specifically, concerning speeding and/or aggressive driving, Apopka's police officers investigated 417 crashes during the five years from January 1, 2018, to December 31, 2022. Unfortunately, these numbers are likely a gross underestimate in terms of the actual number of speed-related crashes. Florida Statutes and Rules of Evidence make attributing high speed in traffic crashes challenging, even for the most experienced investigators.

The chance of fatalities in a crash doubles for every 10 miles per hour (MPH) a car travels above 50 mph. According to the National Safety Council, if a car is traveling at 30 mph and accelerates at 60 mph, the amount of energy upon impact is four times greater. Speeding is part of the overall problem of aggressive driving, which can involve following too closely, refusing to yield the right-of-way, running red lights, weaving in and out of traffic, and passing improperly.

The Apopka Police Department plans to adopt a strategy of aggressive public education and enforcement to reduce the risk of harm to our citizens. It is our goal to increase safety awareness and reduce injury crashes.

### 2. Proposed Solution:

High visibility enforcement campaigns have been used to deter speeding and aggressive driving throughout both specific and general deterrence. In the high visibility enforcement model, our officers will select high-crash or high-violation geographical areas using either expanded regular patrols or designated aggressive driving patrols. The purpose of this model is to convince the public that speeding and aggressive driving actions are likely to be detected and that offenders will be stopped and punished.

Officers will focus on drivers who commit common aggressive driving actions such as speeding, following too closely, and running red lights. Our proposed program aims to reduce traffic fatalities and injuries by implementing enforcement campaigns targeting speed and aggressive driving infractions. The Apopka Police Department will utilize resources to conduct high-visibility enforcement operations at locations identified as having a high frequency of traffic crashes and/or fatalities to supplement existing traffic operations. The Project Coordinator (or management designee) will collect and retain data for Safety Office Inspections and reports.

Two (2) existing speed trailers and one (1) message board will be utilized to discourage drivers from speeding and unsafe driving, and will be situated in areas with high crash rates and citizen complaints.

The Traffic Unit supervisor will be responsible for the allocation of personnel to achieve the greatest impact on speeding and aggressive driving within our jurisdictional limits. The Project Coordinator will coordinate these enforcement campaigns at least twice a month and will ensure that the day and time of enforcement are alternated. Doing so will allow the Traffic Unit to address a broad range of complaints and different peak crash times.

In addition, the Project Coordinator (or management designee) will ensure that funds from this program are used prudently and conservatively, and for funds to be used during the entire subgrant cycle. Every officer who participates under this subgrant will complete mandated training and will complete the Florida Department of Transportation (FDOT) Safety Office Daily Activity Log. These logs will be submitted to and maintained by the Project Coordinator, who will ensure that copies are attached to each reimbursement invoice.

### **3. Project Objectives:**

- a. Start enforcement activities within 60 days of subgrant award, unless otherwise approved by the FDOT State Safety Office.
- b. Strive to decrease speed and/or aggressive driving crashes and fatalities citywide by 5% when compared to the 10/01 to 06/30 time period from the previous year.
- c. Conduct at least 3 speed and/or aggressive driving high visibility overtime enforcement operations per month.
- d. Participate in the state Southern Slow Down campaign through speed and/or aggressive driving overtime enforcement operations and educational/community activities.
- e. Conduct and or participate in 3 educational/community outreach events to increase speed and/or aggressive driving awareness during the project period.
- f. Provide speed and/or aggressive driving information and education to the public through the use of message boards/local media outlets/social media/press releases at least 3 times during the project period.

### **4. Evaluation:**

- a. Enforcement activity start date.
- b. Speed and/or aggressive driving crashes and fatalities are reduced by 5% citywide, compared to the 10/01 to 06/30 time period from the previous year.
- c. The number of speed and/or aggressive driving high visibility overtime enforcement operations conducted per month.
- d. The number of speed and/or aggressive driving overtime enforcement operations conducted, and education/community activities conducted/participated in during the Southern Slow Down campaign.
- e. The number of educational/community outreach events conducted or participated in to increase speed and/or aggressive driving awareness during the project period.
- f. The number of instances that speed and/or aggressive driving information and education is provided to the public through the use of message boards/local media outlets/social media/press releases during the project period.



Part III: PROJECT DETAIL BUDGET

Project Title: Enforcement of Speeding and Aggressive Driving in Apopka  
Project Number: SC-2024-00325  
FDOT Contract Number: G2P03

| Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment. |                                                                                                                                      |               |       |            |                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|---------------|-------|------------|-------------------|
| BUDGET CATEGORY                                                                                                                                                                                          | NARRATIVE                                                                                                                            | FEDERAL FUNDS | MATCH | TOTAL COST | INDIRECT ELIGIBLE |
| A. Personnel Services                                                                                                                                                                                    |                                                                                                                                      |               |       |            |                   |
| Overtime Salary and Benefits                                                                                                                                                                             | Overtime Salary and Benefits for law enforcement officers, benefits to include FICA (Social Security and Medicare), and Retirement.  | \$55,000      | \$    | \$55,000   | No                |
| Subtotal:                                                                                                                                                                                                |                                                                                                                                      | \$55,000      | \$    | \$55,000   |                   |
| B. Contractual Services                                                                                                                                                                                  |                                                                                                                                      |               |       |            |                   |
| Subtotal:                                                                                                                                                                                                |                                                                                                                                      | \$            | \$    | \$         |                   |
| C. Expenses                                                                                                                                                                                              |                                                                                                                                      |               |       |            |                   |
| Speed Measurement Device (Under \$5,000 per unit)                                                                                                                                                        | Purchase of speed measurement devices necessary for program implementation. Individual devices can not have cost of \$5,000 or more. | \$4,000       | \$    | \$4,000    | No                |
| Subtotal:                                                                                                                                                                                                |                                                                                                                                      | \$4,000       | \$    | \$4,000    |                   |
| D. Equipment Costing \$5000 or More                                                                                                                                                                      |                                                                                                                                      |               |       |            |                   |
| Subtotal:                                                                                                                                                                                                |                                                                                                                                      | \$            | \$    | \$         |                   |
| E. Indirect Cost                                                                                                                                                                                         |                                                                                                                                      |               |       |            |                   |
| Subtotal:                                                                                                                                                                                                |                                                                                                                                      | \$            |       | \$         |                   |
| Total Cost of Project:                                                                                                                                                                                   |                                                                                                                                      | \$59,000      | \$    | \$59,000   |                   |

Part IV: PERFORMANCE REPORT

Project Title:Enforcement of Speeding and Aggressive Driving in Apopka

Project Number:SC-2024-00325

FDOT Contract Number:G2P03

|                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Minimum Performance Standards</b><br>The following are the minimum performance standards required in this subgrant agreement. The status of these standards will be reported using FDOT form number 500-065-19 Performance Report and shall be included with each request for reimbursement. |
| 1. Submit request(s) for financial reimbursement.                                                                                                                                                                                                                                               |
| 2. Provide performance report(s).                                                                                                                                                                                                                                                               |
| 3. Collect and analyze crash data to determine focus areas for targeted speed and aggressive driving enforcement.                                                                                                                                                                               |
| 4. Conduct speed and aggressive driving high visibility enforcement operations.                                                                                                                                                                                                                 |
| 5. Conduct outreach/educational activities for speed and aggressive driving.                                                                                                                                                                                                                    |
|                                                                                                                                                                                                                                                                                                 |
| <b>National Highway Traffic Safety Administration (NHTSA) Required Activity Reporting</b><br>The following statistics are required reporting for any traffic safety enforcement grant. (enforcement grants only)                                                                                |
| 1. Number of seat belt citations issued during subgrant-funded enforcement activities.                                                                                                                                                                                                          |
| 2. Number of impaired driving arrests made during subgrant-funded enforcement activities.                                                                                                                                                                                                       |
| 3. Number of speeding citations issued during subgrant-funded enforcement activities.                                                                                                                                                                                                           |

## Part V: Acceptance and Agreement

**Conditions of Subgrant Agreement.** Upon approval of this subgrant agreement for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient and its Implementing Agency. This agreement is line item specific and an amendment to the subgrant agreement is required for any reallocation of funds provided under this subgrant agreement.

### FEDERAL REGULATIONS

- 1. Access to Public Records and Monitoring.** The Florida Department of Transportation (FDOT), National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the Subrecipient and to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this subgrant agreement, as provided under applicable State or Federal law.

In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures will include on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of subgrant activity via telephone calls from FDOT State Safety Office staff to Subrecipients. By entering into this subgrant agreement, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the project into compliance with this subgrant agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.

- 2. Audit.** The administration of resources awarded through the Department to the Subrecipient by this subgrant agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. With the exception of documents protected by State law, the Subrecipient shall comply with all audit and audit reporting requirements as specified below.
  - (a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this subgrant agreement. By entering into this subgrant agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
  - (b) The Subrecipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this subgrant agreement is subject to the following requirements:
    - i. In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Part VI to this subgrant agreement provides the required Federal award identification information needed by the Subrecipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this subgrant agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
    - ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

- iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other than Federal entities).
- iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.332 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this subgrant agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
  - 1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Department
  - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance
  - 3. Wholly or partly suspend or terminate the Federal award
  - 4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency)
  - 5. Withhold further Federal awards for the Project or program
  - 6. Take other remedies that may be legally available
- vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

The Auditor General's Office at the following address:

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

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

- viii. Any reports or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, Florida Statutes, and Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- ix. The Subrecipient, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

- (c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation and the Comptroller General of the United States, or their designees.
- (d) The Subrecipient shall permit, and shall require its contractors to permit, the Department's and NHTSA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

3. **Offsets.** If, after subgrant completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient if, upon demand, payment of the claimed amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

4. **Buy America Act.** The Subrecipient agrees to comply and require consultants and contractors to comply with all applicable standards, orders, and regulations issued pursuant to the Buy America Act, Buy America Act Waiver (Docket No. NHTSA-2015-0065) and NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:

The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is \$5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

Each manufactured end product must comply with the provisions of the Buy America Act. Additionally, any manufactured add-on to an end product is, itself, an end product that must comply with the Act.

To be reimbursed with Federal highway safety grant funds for a purchase, a State must comply with the requirements of the Buy America Act. Non-compliance will result in denial of reimbursement.

5. **Clean Air Act and Federal Water Pollution Control Act.** Subgrant agreements for amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient shall include this provision in all subcontract awards in excess of \$150,000.

**6. Code of Conduct.** The Subrecipient has established, will maintain, and enforce a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

(a) The Subrecipient agrees to the following disclosures:

- i. The Subrecipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the subrecipient has taken or proposes to take to avoid or mitigate such conflict.
- ii. NHTSA will review the disclosure and may require additional relevant information from the subrecipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
- iii. Conflicts of interests that require disclosure must include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any subrecipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of the award. Key personnel shall include any person owning more than 20 percent interest in a subrecipient, and the officers, employees or agents of a subrecipient who are responsible for making decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

**7. Conferences and Inspection of Work.** Conferences may be held at the request of any party to this subgrant agreement. Representatives of the Department or the U.S. Department of Transportation (USDOT), or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

**8. Contract Work Hours and Safety Standards Act.** Where applicable, all subcontracts under this subgrant agreement in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**9. Debarment and Suspension.** No subcontract issued under this subgrant agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**10. Disadvantaged Business Enterprises (DBE).**

(a) The Subrecipient agrees to the following assurance:

The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The Subrecipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this subgrant agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

- (b) The Subrecipient agrees to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

**11. Methods of procurement.** Subrecipients must follow the procurement standards in 2 CFR 200 sections 200.318 through 200.327.

**12. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

- (a) The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

**13. Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this Subgrant, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all purchase orders for work or products under this subgrant.

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**14. Equal Employment Opportunity.** No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this Agreement, or any project, program, or activity that receives or benefits from this Agreement. The Subrecipient agrees to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, herein incorporated by reference. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.



In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices.

- 15. No Federal Obligation.** This agreement is financed by federal funds. However, payments to the subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, NHTSA, or any representatives of the federal government makes the United States a party to this Agreement.
- 16. Nondiscrimination.** Subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:
- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), 49 CFR part 21, and 28 CFR 50.3
  - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects)
  - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.*), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex)
  - (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27
  - (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age)
  - (f) The Civil Rights Restoration Act of 1987, (Pub. L. 100–209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, Subrecipient's and contractors, whether such programs or activities are Federally-funded or not)
  - (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38
  - (h) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
  - (i) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087–74100)
  - (j) Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government by ensuring that equity is advanced across the Federal Government
  - (k) Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation by ensuring that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation
  - (l) Nondiscrimination Clause.

During the performance of this subgrant, the Subrecipient agrees:

- (a) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time

- (b) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein
- (c) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT or NHTSA
- (d) That, in event a Subrecipient fails to comply with any nondiscrimination provisions in this subgrant, the FDOT State Safety Office will have the right to impose such subgrant sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient under the contract/agreement until the Subrecipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.
- (e) To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this program

**17. Ownership of Data and Creative Material.** The ownership of material, discoveries, inventions and results developed, produced, or discovered by this subgrant agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property, herein incorporated by reference.

The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this Subgrant. The Federal and State awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal and State purposes, and to authorize others to do so.

The Federal Government has the right to:

- (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal and State purposes.

**18. Political Activity.** The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**19. Prohibition on certain telecommunications and video surveillance services or equipment.** Subrecipients are prohibited from obligating or expending loan or subgrant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

**20. Property Accountability.** The Subrecipient shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this subgrant agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or 2 CFR, 200.310-200.316, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this subgrant agreement.

**21. Restrictions on Lobbying.** The Subrecipient agrees to comply and require consultants and contractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

- (a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:
  - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - iii. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.
  - iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

## 22. Termination and Suspension.

- (a) **Generally.** If: (i) the Subrecipient abandons or, before the end of the federal fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR Part 200.340-343.
- (b) **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.
- (c) **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

**23. Human Trafficking.** The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.

**24. Unauthorized Aliens.** The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

- 25. Title VII - Civil Rights Act of 1964.** Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VII of the Civil Rights Act of 1964 (42 U.S.C. 1981, et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.
- 26. Americans with Disabilities Act of 1990 (ADA).** Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12101, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.
- 27. Integrity Certification.** By signing this Subgrant Agreement, the Subrecipient certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 28. Federal Encouragements.**
- (a) **Vehicle Pursuits.** Pursuant to 23 U.S.C. 402(j), all law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.
  - (b) **Policy on Banning Text Messaging While Driving.** In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, subrecipients are encouraged to:
    - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the subrecipient agency and/or the Government.
    - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving.
    - iii. Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are \$15,000 or more.
- 29. Reversion of Unexpended Subgrant Funds.** All funds granted by the Department under this Agreement that have not been expended during the term of this Agreement shall revert to the Department.

## STATE REGULATIONS

- 30. Compliance with State Procurement of Personal Property and Services Laws.** The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this subgrant agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.
- (a) **Section 287.133 (2)(a), F.S.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on 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 section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - (b) **Section 287.134 (2)(a), F.S.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

- (c) The convicted vendor list and discriminatory vendor list can be found on the Florida Department of Management Services (DMS) website.

**31. Compliance with State Public Records Laws.** The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Department subgrant agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. If the Subrecipient is unable to ascertain how best to comply with its obligations, it should seek the advice of counsel and/or FDOT State Safety Office.

The Department shall unilaterally cancel this subgrant agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Subrecipient in conjunction with this subgrant agreement.

**32. Cooperation with Inspector General.** It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this subgrant agreement. Section 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

**33. E-Verify.** Subrecipients:

- (a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- (b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

**34. Indemnification and Insurance.**

- (a) **Indemnification.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Subrecipient shall indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Subrecipient and persons employed or utilized by the Subrecipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

- (b) **Subrecipient Contracts.** Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

"To the fullest extent permitted by law, the Subrecipient's contractor/consultant shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity."

- (c) **Workers' Compensation.** The Subrecipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Subrecipient shall ensure that its contractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), the Subrecipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

**35. Reimbursement Obligation.** The State of Florida's performance and obligation to reimburse the Subrecipient shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature.

**36. Responsibility for Claims and Liability.** Subject to the limitations of Section 768.28, F.S., the Subrecipient shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of Subrecipient, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this subgrant agreement which is caused by the Subrecipient's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this subgrant agreement specifically agree that no provision in this subgrant agreement is intended to create in the public or any member thereof, a third-party beneficiary, or to authorize anyone not a party to this subgrant agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this subgrant agreement.

**37. Restrictions on Lobbying.** No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies, per Section 216.347, F.S.

**38. Retention of Records.** The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this subgrant agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or AG access to such records, which are not protected by State law, upon request. The Subrecipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or AG upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

**39. Tangible Property.** Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

#### MISCELLANEOUS PROVISIONS

**40. Prohibited Interests.** The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

- i. "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
- ii. The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.
- iii. The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.

**41. Interest of Members of, or Delegates to, Congress or Legislature.** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

**42. Department Not Obligated to Third Parties.** The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

**43. Relationship of Parties.** The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

**44. When Rights and Remedies Not Waived.** In no event shall the making by the Department of any payment to the Subrecipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Subrecipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

**45. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

- 46. Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver by either party of its sovereign immunity for any damages claimed by third parties.
- 47. Bonus or Commission.** By execution of the Agreement the Subrecipient represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- 48. Notices.** Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following address:
- Florida Department of Transportation  
Attn: Traffic Safety Administrator  
State Safety Office, MS 53  
605 Suwannee Street  
Tallahassee, Florida 32399-0450
- 49. Agreement Format.** All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- 50. Jury Trial Waiver.** The Subrecipient and the Department hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this agreement and for any counterclaim therein.
- 51. Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.
- 52. Agreement not Assignable.** The Subrecipient may not assign any of its rights or obligations under this Agreement.
- 53. IRS Form 990 Annual Report and Executive Compensation Reporting.** Pursuant to Governor's Executive Order 20-44, if the Subrecipient is required by the Internal Revenue Code to file **IRS Form 990** and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Subrecipient shall submit an Annual Report to the Department, including the most recent **IRS Form 990**, detailing the total compensation for each member of the Subrecipient executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. Subrecipient shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports required by this Amendment within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Subrecipient. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at **fdotsingleaudit@dot.state.fl.us** within 180 days following the end of each tax year of the Subrecipient receiving Department funding.

## GRANT MANAGEMENT

- 54. Amendments.** The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this subgrant agreement. Amendments to this subgrant agreement will be approved if the modification(s) to be made will achieve or improve upon the outcome of this subgrant agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this subgrant agreement shall be in the form of a written request signed by one of the original signatories of this subgrant agreement, or successor in the same position. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.
- 55. Disputes and Appeals.** Any dispute, disagreement, or question of fact arising under this subgrant agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

Florida Department of Transportation  
Attn: Traffic Safety Administrator  
State Safety Office, MS 53  
605 Suwannee Street  
Tallahassee, Florida 32399-0450

Florida Department of Transportation  
Attn: Governor's Highway Safety Representative  
State Safety Office, MS 53  
605 Suwannee Street  
Tallahassee, Florida 32399-0450

The Subrecipient shall proceed diligently with the performance of this subgrant agreement and in accordance with the Department's decision(s).

- 56. Equipment.** Any equipment purchased under this subgrant agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds.
- (a) **Use of Equipment.** All equipment shall be used for the originally authorized subgrant agreement purpose(s) for as long as needed for those purposes. Subrecipients must maintain an inventory control system that has adequate safeguards in place to prevent loss, damage, or theft.
  - (b) **Equipment Costing \$5,000 or more.** Equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more per unit shall be subject to the following requirements:
    - i. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT State Safety Office.
    - ii. Dispositions must be requested and shall receive prior written approval from the FDOT State Safety Office.
  - (c) **Disposition of Equipment Costing \$5,000 or more.** In the event the equipment is no longer needed for the originally authorized subgrant agreement purpose(s) or has reached the end of its useful life, Subrecipients should use the Equipment Disposition Request Form 500-065-026 to coordinate with the FDOT State Safety Office to obtain required approvals to dispose of the equipment or transfer the equipment to another agency for use.
  - (d) **Disposition of Equipment Costing Less than \$5,000.** Equipment that does not meet the unit purchase price threshold of \$5,000 should be disposed of in accordance with the agency's own procurement and disposition policies. Documentation of this disposition should be noted in the Subrecipient files.
  - (e) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.
  - (f) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR Section 200.313. The Subrecipient must use the equipment for the authorized purposes of the project, whether or not the project continues to be supported by the Federal award, unless the FDOT State Safety Office, on behalf of USDOT, provides written authorization for another use of the equipment that is permissible under 2 CFR Section 200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the project or in accordance with other authorized uses under 2 CFR Section 200.313, is subject to repossession by the FDOT State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this project or for other uses authorized by USDOT.
- 57. Expense Purchases for \$200 or more:** Any office, training, communication, or computer supplies (including computers) with a per item unit cost of \$200 or more within the Expense Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.
- 58. Excusable Delays.** Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient shall not be in default by reason of any failure in performance of this subgrant agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subrecipient. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient. If the failure to perform is caused by the failure of the Subrecipient's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient and its consultant or contractor, and without the fault or negligence of any of them, the Subrecipient shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the FDOT State Safety Office shall have ordered the Subrecipient in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.
- Upon request of the Subrecipient, the FDOT State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.



If the Subrecipient is unable to fulfill the activities stated in the Proposed Solution or Project Objectives in this agreement (Part II: PROJECT PLAN AND SUPPORTING DATA) due to the COVID-19 pandemic, the Subrecipient must contact the FDOT State Safety Office immediately to discuss potential amendments and/or alternate plans.

- 59. How this Subgrant Agreement is Affected by Provisions Being Held Invalid.** If any provision of this subgrant agreement is held invalid, the remainder of this subgrant agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.
- 60. Ineligibility for Future Funding.** The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:
- (a) Failure to provide the required audits
  - (b) Failure to provide required performance and final narrative reports in the required time frame
  - (c) Failure to perform work described in Part II of this subgrant agreement
  - (d) Failure to provide reimbursement requests and performance reports in a timely manner
  - (e) Providing fraudulent performance reports or reimbursement requests
  - (f) Misuse of equipment purchased with Federal highway safety funds
- 61. Performance.** In the event of default, noncompliance, or violation of any provision of this subgrant agreement by the Subrecipient, the Subrecipient's consultant(s) or contractor(s) and supplier(s), the Subrecipient agrees that the Department will impose sanctions. Such sanctions include withholding of reimbursements, retainage, cancellation, termination, or suspension of this subgrant agreement in whole or in part. In such an event, the Department shall notify the Subrecipient of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the project. The Subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.
- 62. Personnel Hired or Paid Under this Subgrant Agreement.**
- (a) **Project Director.** Persons holding the position of Project Director for this subgrant agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this subgrant agreement.
  - (b) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this subgrant agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this subgrant agreement. No other allocation method is allowable for reimbursement.
  - (c) **Bonuses or stipends.** Bonuses or one-time stipends issued to Subrecipient employees will not be eligible for subgrant reimbursement, as they are not considered salary and are an addition to the salary amounts approved for Subgrant execution. Increases in Subgrant employee salary must be approved by the FDOT State Safety Office. Annual fluctuations in benefits approved in the Subgrant are allowable and eligible for reimbursement.
  - (d) **Overtime.**
    - i. **Overtime Hours.** Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as "overtime", per the Subrecipient policies will be eligible for reimbursement by this subgrant agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported, and billed based on hours worked for each subgrant agreement type.
    - ii. **Reserve Officer Hours.** Subgrant funds can be used to reimburse detail pay for reserve officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for reserve officer detail to receive reimbursement for reserve officer hours.

- iii. **Overtime Rate.** Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient's payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

**63. Reports.** The following reports are required for reimbursement of subgrant funding:

- (a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described in Part IV of this subgrant agreement.
- (b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.
- (c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.
- (d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for subgrant agreement monitoring.

**64. Term of this Subgrant Agreement.** Each subgrant agreement shall begin on the date the last party signs this subgrant agreement and shall end on September 30, unless otherwise stipulated by the FDOT State Safety Office on the first page of this respective subgrant agreement. In the event this subgrant agreement is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135 (6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

**65. Travel.**

- (a) **Required Forms.** Travel costs for approved travel shall be submitted on the FDOT Contractor Travel Form (FDOT Form No. 300-000-06) or other approved Florida Department of Financial Services form and will be reimbursed in accordance with Section 112.061, F.S. and the most current version of the *Disbursement Handbook for Employees and Managers*.
- (b) **Authorization and Restriction.** All travel authorized under this subgrant shall be subject to any additional authorization requirements or restrictions imposed by: the Governor's Executive Order or other guidance; any requirements or forms for travel cost reimbursement imposed by the Subrecipient that do not violate FDOT travel cost reimbursement requirements; and/or FDOT during the subgrant period.
- (c) **Prerequisite Approvals.** All subgrant travel that has billable costs shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the subgrant activities and is within the travel budget of the project and relevant to the project. Additional detail is required if the travel meets any of the following criteria:
  - i. Purchase of Air fare
  - ii. Travel to conference
  - iii. Travel which includes a registration fee
  - iv. Out-of-subgrant-specified work area travel

v. Out-of-state travel

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in the travel budget.

- (d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed \$225.00 per night (before taxes and fees). A Subrecipient and/or traveler will be required to expend his or her own funds for paying the overnight lodging/hotel room rate in excess of \$225.00 plus the applicable percentage of fees (other than flat fees). If multiple travelers share a room and the individual cost of the lodging/hotel exceeds the \$225.00 per night limit, the Subrecipient and/or travelers will be required to expend his or her own funds for paying the excess amount. If another entity is covering the cost of the overnight lodging/hotel then this paragraph does not apply.
- (e) **Lodging for Subgrant Funded Statewide Coalition Meetings and Conferences.** Lodging contracts may be funded to accommodate attendance of subgrant funded statewide coalition meetings, conferences, and programs. If a lodging contract is executed to cover lodging cost, all travelers shall be expected to use the contract, and any attendees choosing alternate lodging accommodations based on preference, shall do so at their own out of pocket costs. Cost for these lodging contracts will be reviewed and approved for program appropriateness and costs savings to the State, as determined and approved by the FDOT State Safety Office.

**66. Vehicles.** Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Rule 60B-1.004 F.A.C. Subrecipients who are responsible for the operation and use vehicles for official state business are allowed to permit persons other than state officials or employees to travel in the vehicle provided these persons are conducting official state business or only on special occasions if the purpose of the travel can be more usefully served by including such persons and no additional expense is involved.

It is permissible to transport persons other than state officials and employees during disasters and emergency situations where the state must protect life and property. Providing assistance to motorists whose vehicles are disabled may be considered as an emergency when there is a need to protect life and property.

Any vehicles used for personal reasons or not being used by the Subrecipient for the purposes described in this subgrant agreement shall be subject to repossession by the FDOT State Safety Office.

## FINANCIAL/FISCAL

**67. Allowable Costs.** The allowability of costs incurred under this subgrant agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the Subrecipient. Only costs directly related to this subgrant agreement shall be allowable.

**68. Subcontract Agreements.**

- (a) **Requirement for Pre- Approval.** All subcontract agreements must be submitted to the FDOT State Safety Office in draft form for review and approval. Approval of this subgrant agreement does not constitute approval of subcontract agreements.
- (b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include at a minimum the following information:
  - i. Beginning and end dates of the subcontract agreement (not to exceed this subgrant agreement period)
  - ii. Total contract amount
  - iii. Scope of work/Services to be provided
  - iv. Quantifiable, measurable, and verifiable units of deliverables
  - v. Minimum level of service to be performed and criteria for evaluating successful completion
  - vi. Budget/Cost Analysis
  - vii. Method of compensation/Payment Schedule

(c) **Additional Required Clauses.**

- i. **All subcontract agreements shall contain the following statement:**  
“The parties to this contract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # (insert project number). A final invoice must be received by (insert date) or payment will be forfeited.”
- ii. **Buy American Act clause** (see Section 4 of Part V)
- iii. **Certification Regarding Federal Lobbying** (see Section 21 of Part V)
- iv. **Cooperation with Inspector General** (see Section 32 of Part V)
- v. **DBE Clause** (see Section 10 of Part V)
- vi. **E-Verify clause** (see Section 33 of Part V)
- vii. **Nondiscrimination clause** (see Section 16 of Part V)
- viii. **Clean Air Act and Federal Water Pollution Control Act clause** (subcontracts in excess of \$150,000) (see Section 5 of Part V)
- ix. **Integrity Certification Clause** (see Section 27 of Part V)
- x. **Contract Work Hours and Safety Standards Act** (subcontracts in excess of \$100,000) (see Section 8 of Part V)
- xi. **Indemnification and Insurance** (see Section 34 of Part V)
- xii. **Policy on Banning Text Messaging While Driving Act** (subcontracts in excess of \$15,000) (see Section 28 of Part V)
- xiii. **Human Trafficking Clause** (see Section 23 of Part V)
- xiv. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms** (see Section 12 of Part V)
- xv. **Termination for Convenience** (see Section 22 of Part V)

**69. Indirect Costs.** Indirect costs included in this subgrant agreement in Part III, under the indirect line item are based on the indirect costs rate the Subrecipient used in the competitive concept paper application process. The rate will be applied in accordance with 2 CFR 200 and the Subrecipients federally approved rate agreement. If the Subrecipient does not have a federally approved costs rate agreement, a de minimis rate of 10% of modified total direct costs in the manner described in 2 CFR 200.414 will be used. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A de minimis certification form must be submitted to the Department for review and approval.] All subgrant awards are based on cost benefit, available funding, and if the indirect costs rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.

**70. Obligation of Subgrant Funds.** Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of this subgrant agreement period. Only project costs incurred on or after the effective date and on or prior to the end date of this subgrant agreement are eligible for reimbursement. A cost is incurred when the Subrecipient's employee or approved contractor or consultant performs the service required or when goods are received by the Subrecipient, notwithstanding the date of order.

**71. Procedures for Reimbursement.**

- (a) **Overview.** The Department agrees to compensate the Subrecipient for services described in Part II (Project Plan and Supporting Data). The Schedule of Financial Assistance is included as Part III (Project Detail Budget).
- (b) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation as established in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report). **ALL requests for reimbursement shall include FDOT Form 500-065-019 Performance Report for the period of reimbursement.** Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

- (c) **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Subrecipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report) was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges. Invoices for cost reimbursement subgrants must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved subgrant budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. **Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: [http://www.fldfs.com/aadir/reference\\_guide.htm](http://www.fldfs.com/aadir/reference_guide.htm)

Listed below are types and examples of supporting documentation:

i. **Personnel Services.**

- a. **Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions, and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- b. **Fringe Benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

- ii. **Contractual Services.** Should be supported by a copy of the approved subcontract agreement, invoice showing payment request and dates of service from the vendor, and proof of payment by the Subrecipient.
- iii. **Expenses.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
- iv. **Travel.** Reimbursement for travel must be in accordance with s. 112.061, F.S. and the most recent version of the FDOT Disbursement Handbook, which includes submission of the travel costs on an approved state travel form along with supporting receipts and invoices.
- v. **Equipment Costing \$5,000 or More.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
- vi. **Indirect Cost.** If the subgrant stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal the totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.

Subgrant agreements between state agencies, and/or subgrant agreements between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.

- (d) **Frequency and Deadlines for Submission.**

- i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner may result in this subgrant agreement being terminated.
  - ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 following the end of this subgrant agreement period. Such request should be distinctly identified as **Final**.  
**The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 following the end of this subgrant agreement period.**
- (e) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this subgrant agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.
  - (f) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of \$5,000 or more and a useful life of one year or more shall be accompanied by an Equipment Accountability Form (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.
  - (g) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.
  - (h) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient.
  - (i) **Reimbursement Timeline.** Subrecipients providing goods and services to the Department should be aware of the following time frames. The FDOT State Safety Office has a 30-day review process to approve goods and services that starts on the date of receipt of financial reimbursement request. After that review and approval, the Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. Financial reimbursement requests may be returned if not completed properly. If a payment is not available within 40 days from the FDOT State Safety Office approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the financial reimbursement request amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Financial reimbursement requests that have to be returned to a Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The financial reimbursement request payment requirements do not start until a properly completed financial reimbursement request is provided to the Department.
  - (j) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the Department. The Subrecipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of subgrant agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or subgrant agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this subgrant agreement term.
  - (k) **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Subrecipients who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
  - (l) **Projects with Non-profit Entities.** Pursuant to Section 216.1366, Florida Statutes, the Subrecipient shall provide documentation to indicate the amount of state funds:
    - i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Subrecipient.

- ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to s. 215.985, Florida Statutes, and must additionally be posted to the Subrecipient's website, if the Subrecipient is a non-profit organization and maintains a website. The Subrecipient shall utilize FDOT Form No. 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 2023, with non-profit organizations.

- 72. Tracking and Retention of Financial Records.** The Subrecipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this subgrant agreement shall be maintained and made available upon request to the Department at all times during the period of this subgrant agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Subrecipients general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- 73. Program Income.** Program income means gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of the subgrant award during the subgrant period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the subgrant award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the project.
- 74. Registration for Attendance.** No activities funded under this subgrant agreement shall charge a registration fee for attendance.
- 75. Responsibility of Subrecipient.** The Subrecipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this project shall be disbursed in accordance with the provisions of the Project Detail Budget as approved by the FDOT State Safety Office. All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

## REQUIREMENTS

- 76. Child Safety Seats.** Any agency that receives child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician.
- 77. Enforcement.**
- (a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement and does not include handheld radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.
  - (b) **Aircraft Enforcement.** Subgrant funding will not be utilized or reimbursed for enforcement from aircraft.
  - (c) **Investigations and Court.** Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court, or administrative hearings.
  - (d) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this subgrant agreement period.
  - (e) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this subgrant agreement.  
High Visibility Enforcement is defined as:

**Intense:** Enforcement activities are over and above what normally takes place.

**Frequent:** Enforcement occurs often enough to create general deterrence.

**Visible:** A majority of the public sees or hears about the enforcement.

**Strategic:** Enforcement targets high-risk locations during high-risk times.

- (f) **Hours Limit.** Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. Extenuating circumstances must be documented in the activity report. There is no pay period limit on hours worked.

(g) **Impaired Driving Enforcement.**

- i. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Expansion of enforcement operation hours can be adjusted based on supporting data and prior approval by the FDOT State Safety Office. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.
- ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving mobilizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.
- iii. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:
  - a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course
  - b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course
  - c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course
  - d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course
  - e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course
  - f. Be an active certified Drug Recognition Expert (DRE)

- (h) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

- (i) **Occupant Protection Enforcement.** All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday. Safety belt enforcement is encouraged for both day and nighttime.

- (j) **Speed and Aggressive Driving Enforcement.** All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving mobilization for Operation Southern Slow Down.

- i. **Required Credentials for Speed Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment.
- ii. **Conforming Product List.** Any speed measuring device purchase with subgrant funding should be in accordance with State approved Speed Measuring Devices listed in 15B-2.013 F.A.C.

(k) **Teen Safe Driving Enforcement.**

- i. **Hours of Emphasis.** Emphasis of enforcement operations should be during the hours of 11:00 pm to 6:00 am aligning with the parameters of Florida's Graduated Driver Licensing (GDL) Laws. Expansion of enforcement operation hours can be adjusted based on supporting data and prior approval by the FDOT State Safety Office. The agency will maintain detailed records of enforcement operations. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded Computer Aided Report (CAD).



- ii. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system must be certified in the use of that piece of equipment.

## **78. Public Service Announcements, Marketing, and Advertisements.**

- (a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.
- (b) **Media Plan.** All paid media reimbursed with subgrant funds shall contain a traffic safety message. In order to maximize the effectiveness of the paid media, when marketing or advertising is included in subgrant activities, it shall be done only in conjunction with proven, effective countermeasures, and when the message of the media is designed to call attention to those countermeasures. Before incurring costs related to the paid media, a final draft of the media and media plan shall be submitted to the FDOT State Safety Office for review.

Media plans should include the following:

- i. What program/policy the paid media is supporting
  - ii. How the paid media will be implemented to support an operational enforcement program whether it be a periodic crackdown/mobilization or an on-going saturation or roving patrol
  - iii. The amount allocated for paid media
  - iv. Anticipated creative costs associated with the paid media
  - v. The measures that will be used to assess message recognition and penetration of the target audience.
- (c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation, or Funded by FDOT", or FDOT logo, "Brought to you by ...." or "Provided by ..." may also be used for this requirement. Television commercials must include a statement as set forth above. The name of the Subrecipient and its logo can appear on the paid media, if approved by the FDOT State Safety Office, but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.
  - (d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., which includes items such as tickets, seats, food, travel, apparel, memorabilia, etc., to any representative of this subgrant agreement or any of their traffic safety partners unless the item or service is regularly made available to the general public at no cost.

## **79. Public Information and Education Items.** Public Information and Education Items are defined as materials whose purpose is to convey substantive information about highway safety. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials are all allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial informational and educational content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a Subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and approval.

Requests should include the following:

- (a) What public information or educational item is being requested
- (b) What program/policy is the item supporting
- (c) Who the target audience is
- (d) How the item will be distributed
- (e) Estimated unit cost(s) for the item
- (f) Current inventory levels (if any) of the item

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this subgrant agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

Printed materials (tip cards, brochures, safety pledges, surveys, activity books, booklets, guides, etc.) can be freely distributed, however tangible items (helmets, DVDs, CD-ROMs, flash or thumb drives, reflective tape, etc.) require the person receiving the item to interact with the Subrecipient in some manner related to the goal of the project in order to receive the item. Interaction includes attending a presentation, having a discussion with a program representative, signing a pledge sheet, filling out a survey form, answering a traffic safety question, etc. The results of this interaction must be reported in the performance report.

Where feasible, either the Florida Department of Transportation logo or the words "Funding provided by the Florida Department of Transportation or Funded by FDOT" shall appear on or in all items. "Brought to you by" or "Provided by" may also be used for this requirement. The name of the Subrecipient and its logo can appear on any of the public information and education items. The names of individuals connected with the Subrecipient shall not appear on any printed materials, and advertisements paid for with highway safety funds.

Per 2 CFR 200 and NHTSA Memo "Use of NHTSA Highway Safety Grant Funds for Certain Purchases" (dated May 18, 2016), Use of NHTSA grant funds to purchase promotional items or memorabilia (backpacks, cups, flashlights, key chains, magnets, shirts, stickers, sunglasses, umbrellas, etc.) is prohibited and therefore unallowable under this subgrant agreement.

## **80. Publication and Printing of Observational Surveys and Other Reports.**

- (a) **Review and Publication.** During this subgrant agreement period, but before publication or printing, the final draft of any report or reports required under this subgrant agreement or pertaining to this subgrant agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After this subgrant agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.
- (b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without advance approval.
- (c) **Required Language.** Each publication or other printed report covered by Paragraph 80(a) above shall include the following statement on the cover page:
  - i. This report was prepared for the FDOT State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.
  - ii. The conclusions and opinions expressed in these reports are those of the Subrecipient and do not necessarily represent those of the FDOT State Safety Office, Department of Transportation, State of Florida, and/or the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, or any other agency of the State or Federal Government.

**81. Safety Belt Policy.** Each Subrecipient shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

## **82. Special Conditions.**

## Part VI: Federal Financial Assistance (Single Audit Act)

### Federal resources awarded pursuant to this subgrant are as follows:

#### CFDA Number and Title:

- ☒ 20.600 - State and Community Highway Traffic Safety Program (NHTSA 402 Funds)
- ☐ 20.614 - National Highway Traffic Safety Administration Discretionary Safety Grants (NHTSA 403 funds)
- ☐ 20.616 - National Priority Safety Program (NHTSA 405 Funds)
- ☐ 20.205 - Highway Planning and Construction (FHWA Federal Aid Highway Program, Federal Lands Highway Program)

**\*Federal Funds Awarded:** \$59,000

**Awarding Agency:** Florida Department of Transportation

**Indirect Cost Rate:** 0%

**\*\*Award is for R&D:** No

\*The federal award amount may change with supplemental agreements

\*\*Research and Development as defined at §200.87, 2 CFR Part 20

### Federal resources awarded pursuant to this subgrant are subject to the following audit requirements:

- (a) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards  
[www.ecfr.gov](http://www.ecfr.gov)

### Federal resources awarded pursuant to this subgrant may also be subject to the following:

- (a) Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)  
[www.fsr.gov](http://www.fsr.gov)
- (b) Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)  
<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

| <b>Federal Award Identification Number (FAIN):</b> | <b>FAIN Award Date:</b> |
|----------------------------------------------------|-------------------------|
| 69A37522300004020FLO                               | 05/16/2022              |

Project Title:

Enforcement of Speeding and Aggressive Driving in Apopka

Project Number:

SC-2024-00325

FDOT Contract Number:

G2P03

IN WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

(For FDOT Use Only)

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

By:

Authorized FDOT State Safety Office Representative

Date:

Date Signed

Reviewed for the Florida Department of Transportation:

By:

Authorized FDOT Attorney

Date:

Date Signed

SUBRECIPIENT

By:

Signature of Authorized Representative

Name:

Authorized Representative's Name Printed

Title:

Authorized Representative's Title Printed

Date:

Date Signed

IMPLEMENTING AGENCY

By:

Signature of Authorized Representative

Name:

Authorized Representative's Name Printed

Title:

Authorized Representative's Title Printed

Date:

Date Signed

NOTE: These signatures are the only recognized authorized representatives for this agreement, unless delegation is granted in writing.

SUB-2024-Apopka-PD-00325

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Amendment Number: Original

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## City of Apopka CITY COUNCIL STAFF REPORT

**Section:** CONSENT (Action Item)

**Item #:** 3.

**Meeting Date:** November 1, 2023

**Department:** Police Department

**SUBJECT:**

Acceptance of Department of Transportation Grant for Enforcement of Impaired Driving in Apopka. Project number M5HVE-2024-00342.

**REQUEST:**

Authorize the Police Chief to accept and sign the grant award.

**SUMMARY:**

The Police Department applied for and received grant funding for the enforcement of impaired driving in Apopka. The Police Department has received an award for the following grant in the listed amount:

1. Enforcement of Impaired Driving in Apopka \$12,000.00

(reimbursement funds will be used for overtime for salary and benefits for enforcement efforts.)

**FUNDING SOURCE:**

Grant Funding from Department of Transportation with no matching funds required.

**RECOMMENDED MOTION:**

Authorize the Chief of Police to accept and sign to accept the listed grant.

**ATTACHMENTS:**

1. FDOTSubgrantAgreement-Impaired 2024

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

**SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS**

|                                                                                                                                                                                              |                                                                                                                                                                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>For FDOT Use Only</i>                                                                                                                                                                     |                                                                                                                                                                                                                                            |
| <b>Project Number:</b> M5HVE-2024-00342                                                                                                                                                      | <b>FDOT Contract Number:</b> G2P44                                                                                                                                                                                                         |
| <b>Federal Funds Awarded:</b> \$12,000                                                                                                                                                       | <b>FDOT UEI/SAM Number:</b> RFKGNHR7ZH37                                                                                                                                                                                                   |
| <b>Subgrant Award (Start) Date:</b>                                                                                                                                                          | <b>Subgrant End Date:</b> 09/30/2024                                                                                                                                                                                                       |
| <b>Part I: GENERAL ADMINISTRATIVE INFORMATION</b>                                                                                                                                            |                                                                                                                                                                                                                                            |
| 1. Project Title: Enforcement of Impaired Driving in Apopka                                                                                                                                  |                                                                                                                                                                                                                                            |
| 2. Federal Funding: \$12,000                      Match: \$                      Total Cost: \$12,000                                                                                        |                                                                                                                                                                                                                                            |
| 3. Subrecipient Agency:<br>Agency Name: City of Apopka<br><br>Address: 120 E. Main St.<br>City: Apopka<br>State: Florida<br>Zip: 32703                                                       | 4. Implementing Agency:<br>Agency Name: Apopka Police Department<br><br>Address: 112 E. 6th St.<br>City: Apopka<br>State: Florida<br>Zip: 32703                                                                                            |
| 5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies): 59-6000265 021                                                                                                       |                                                                                                                                                                                                                                            |
| 6. UEI/SAM Number: U5ELGNDQMLV3                                                                                                                                                              |                                                                                                                                                                                                                                            |
| 7. Chief Financial Officer:<br>Name: Shekenya Jackson<br>Address: 150 E. 5th St.<br>City: Apopka<br>State: Florida<br>Zip: 32703<br>Telephone: (407) 703-1819<br>E-mail: SJackson@apopka.net | 8. Project Director: (Can not receive any benefit under this subgrant)<br>Name: Jason Woertman<br>Address: 112 E. 6th St.<br>City: Apopka<br>State: Florida<br>Zip: 32703<br>Telephone: (407) 703-1771 486<br>E-mail: Jwoertman@apopka.net |
| 9. Financial Reimbursement Contact:<br>Name: Steve Harmon<br>Title: Traffic Sergeant<br>Telephone: (407) 703-1771 489<br>E-Mail: Sharmon@apopka.net                                          | 10. Project Activity Contact:<br>Name: Steve Harmon<br>Title: Traffic Sergeant<br>Telephone: (407) 703-1771 489<br>E-Mail: Sharmon@apopka.net                                                                                              |
| 11. Payment Remittance Address:<br>Name: City of Apopka<br>Address: 120 E. Main St.<br>City: Apopka<br>State: Florida<br>Zip: 32703                                                          |                                                                                                                                                                                                                                            |

## Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Project Objectives
4. Evaluation

### 1. Statement of the Problem:

Impaired driving is involved in 30% of all motor vehicle fatalities in the United States (11,654 in 2020). Alcohol impairment is measured by the amount of alcohol in the blood or blood alcohol concentration (BAC). As the BAC increases, the effects include a decline in visual and multi-tasking functions, reduced concentration, impaired perception, and an inability to respond quickly to emergencies. There is an average of one person killed every 45 minutes in the United States with an alcohol-impaired driver.

The problem is complicated by the growing number of impaired driving incidents that involve legal and illegal drugs, which require a blood or urine test. The frequency of impaired driving crashes is highest between the hours of midnight and 2 a.m., and on weekends. Impaired driving crashes disproportionately lead to fatalities, ranking second in the total number of fatalities, behind lane departure crashes.

Apopka is a gateway to Lake and Seminole Counties via US-441 and FL-436, where the combined daily traffic volume exceeds 86,000 vehicles. Apopka currently has three State Toll Roads (SR-429, SR-451, and SR-414) that traverse through the city limits. With these three toll roads, along with the approximate 9-mile stretch of US-441, Apopka provides easy access to the nightlife of Downtown Orlando for those who live north of Orange County. Within the City of Apopka, the second largest municipality in Orange County, Apopka Police Officers investigated 172 impaired driving crashes during the five-year period of January 1, 2018, through December 31, 2022. These figures have resulted in Apopka placing 8th out of 104 agencies in the FY2024 Highway Safety Matrix - Ranking of Florida Cities (Group II - Population of 15,000-74,999).

Sources:

Centers for Disease Control and Prevention  
Orange County Property Appraiser  
Signal Four Analytics  
Florida Strategic Highway Safety Plan (SHSP)

### 2. Proposed Solution:

With the FDOT subgrant funding, the Apopka Police Department (PD) will utilize countermeasures detailed in the National Highway Traffic Safety Administration (NHTSA) Tenth Edition of the "Countermeasures that Work (CTW): A Highway Safety Countermeasure Guide for State Highway Safety Offices." Specifically, the CTW's found under Chapter 1: Alcohol-and Drug-Impaired Driving. This includes CTW Chapter 1) Sections:

- 2. Deterrence: Enforcement: Subsections  
2.2 High Visibility Saturation Patrols
- 5. Prevention, Intervention, Communications, and Outreach: Subsections  
5.2 Mass-Media Campaigns  
5.4 Alternative Transportation  
5.5 Designated Drivers
- 6. Underage Drinking and Drinking and Driving: Subsections  
6.2 Zero-Tolerance Law Enforcement  
6.5 Youth Programs
- 7. Drug-Impaired Driving: Subsection  
7.1 Enforcement of Drug-Impaired Driving

CTW Chapter 1) Section 2. Subsection 2.2; Section 6. Subsection 6.2; Section 7. Subsection 7.1: Apopka PD will conduct 4 publicized Driving Under the Influence (DUI) high visibility enforcement (HVE)

saturation/heightened operations/patrols citywide per quarter.

A publicized HVE saturation patrol consists of law enforcement officers patrolling a specific area looking for impaired drivers. The primary purpose of publicized saturation patrol programs is to deter driving after drinking by increasing the perceived risk of arrest. Saturation patrols will be extensively publicized and conducted regularly.

Each law enforcement officer receiving overtime reimbursement during any HVE saturation will have their work documented through the use of an activity report. We understand that we can either use the FDOT Impaired Driving High Visibility Enforcement Activity Report or our agency's activity report. If we use our activity report, we understand it must include at the minimum, but are not limited to:

- Name of the law enforcement officer,
- The Date, Start and End Time, and Total Hours Worked That Shift
- Location of Each Contact,
- Type of contact (DUI, speed, aggressive driving, safety belt violation, etc.)  
If citations/warnings/arrests are coded, a definition of each code must be provided. Example Code: A. – No Safety Belt
- If the contact was a citation, warning, and/or arrest,
- Comments on that contact. Example Comments: 2 Speeding Citations/1 Safety Belt Warning Speeding educational materials provided; and
- A listing of statistics for that activity report that includes totals, for at the minimum: Total Number of Contacts, Total Number of Educational Materials Distributed, Total Arrests (DUI), Total Speed Citations, and Total Safety Belt Citations. (Note: Child Passenger Restraint violations do count toward the total safety belt violations)

During all enforcement operations related to this subgrant, drug-impaired driving and zero-tolerance traffic laws will be enforced.

All impaired driving enforcement operations related to this subgrant will be conducted in accordance with the Conditions of Subgrant Agreement as listed in Part V.

All enforcement activities will start within 60 days of this subgrant's award date unless otherwise approved by the FDOT State Safety Office.

CTW Chapter 1) Section 5. Subsections 5.2, 5.4, and 5.5 and Section 6. Subsection 6.5: Apopka PD will also be conducting and/or participating in 2 educational/community outreach events focused on increasing awareness around the dangers of impaired driving during the project period.

Our agency will conduct a public engagement campaign through the use of message boards, local media outlets, social media, and/or press releases to raise awareness of the dangers of impaired driving at least 2 times during the project period.

Lastly, we will also participate in the Drive Sober or Get Pulled Over campaign waves throughout the year.

### 3. Project Objectives:

- a. Start enforcement activities within 60 days of subgrant award, unless otherwise approved by the FDOT State Safety Office.
- b. Strive to decrease impaired driving crashes and fatalities citywide by 5% when compared to the 10/01 to 06/30 time period from the previous year.
- c. Conduct at least 4 impaired driving high visibility overtime enforcement operations per quarter.
- d. Participate in the Drive Sober or Get Pulled Over campaign through impaired driving overtime enforcement operations and educational/community activities.
- e. Conduct and/or participate in 2 educational/community outreach events/activities focused on increasing



awareness around the dangers of impaired driving during the project period.

- f. Provide impaired driving information and education to the public through the use of multimedia outlets (i.e., message boards, local media outlets, social media, press releases, printed materials, etc.) at least 2 times during the project period.

**4. Evaluation:**

- a. Enforcement activity start date.
- b. Impaired driving crashes and fatalities are reduced by 5% citywide, when compared to the 10/01 to 06/30 time period from the previous year.
- c. The number of impaired driving high visibility overtime enforcement operations conducted each quarter.
- d. The number of impaired driving overtime enforcement operations conducted, and education/community activities conducted/participated in during the Drive Sober or Get Pulled Over campaign.
- e. The number of educational/community outreach events/activities conducted or participated in on increasing awareness around the dangers of impaired driving during the project period.
- f. The number of instances that impaired driving information and education is provided to the public through the use of multimedia outlets during the project period.

Part III: PROJECT DETAIL BUDGET

Project Title: Enforcement of Impaired Driving in Apopka  
Project Number: M5HVE-2024-00342  
FDOT Contract Number: G2P44

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.

| BUDGET CATEGORY                     | NARRATIVE                                                                                                                          | FEDERAL FUNDS | MATCH | TOTAL COST | INDIRECT ELIGIBLE |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|---------------|-------|------------|-------------------|
| A. Personnel Services               |                                                                                                                                    |               |       |            |                   |
| Overtime Salary and Benefits        | Overtime Salary and Benefits for law enforcement officers, benefits to include FICA (Social Security and Medicare) and Retirement. | \$12,000      | \$    | \$12,000   | No                |
| Subtotal:                           |                                                                                                                                    | \$12,000      | \$    | \$12,000   |                   |
| B. Contractual Services             |                                                                                                                                    |               |       |            |                   |
| Subtotal:                           |                                                                                                                                    | \$            | \$    | \$         |                   |
| C. Expenses                         |                                                                                                                                    |               |       |            |                   |
| Subtotal:                           |                                                                                                                                    | \$            | \$    | \$         |                   |
| D. Equipment Costing \$5000 or More |                                                                                                                                    |               |       |            |                   |
| Subtotal:                           |                                                                                                                                    | \$            | \$    | \$         |                   |
| E. Indirect Cost                    |                                                                                                                                    |               |       |            |                   |
| Subtotal:                           |                                                                                                                                    | \$            |       | \$         |                   |
| Total Cost of Project:              |                                                                                                                                    | \$12,000      | \$    | \$12,000   |                   |

Part IV: PERFORMANCE REPORT

Project Title: Enforcement of Impaired Driving in Apopka  
Project Number: M5HVE-2024-00342  
FDOT Contract Number: G2P44

|                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Minimum Performance Standards</b><br>The following are the minimum performance standards required in this subgrant agreement. The status of these standards will be reported using FDOT form number 500-065-19 Performance Report and shall be included with each request for reimbursement. |
| 1. Submit request(s) for financial reimbursement.                                                                                                                                                                                                                                               |
| 2. Provide performance report(s).                                                                                                                                                                                                                                                               |
| 3. Collect and analyze crash data to determine focus areas for targeted impaired driving enforcement.                                                                                                                                                                                           |
| 4. Conduct impaired driving high visibility enforcement (HVE) operations.                                                                                                                                                                                                                       |
| 5. Conduct and/or participate in outreach/educational event/activities for impaired driving.                                                                                                                                                                                                    |
| 6. Disseminate impaired driving information and education to the public through the use of either message boards, local media outlets, social media, and/or press releases during this claim period.                                                                                            |
|                                                                                                                                                                                                                                                                                                 |
| <b>National Highway Traffic Safety Administration (NHTSA) Required Activity Reporting</b><br>The following statistics are required reporting for any traffic safety enforcement grant. (enforcement grants only)                                                                                |
| 1. Number of seat belt citations issued during subgrant-funded enforcement activities.                                                                                                                                                                                                          |
| 2. Number of impaired driving arrests made during subgrant-funded enforcement activities.                                                                                                                                                                                                       |
| 3. Number of speeding citations issued during subgrant-funded enforcement activities.                                                                                                                                                                                                           |

## Part V: Acceptance and Agreement

**Conditions of Subgrant Agreement.** Upon approval of this subgrant agreement for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient and its Implementing Agency. This agreement is line item specific and an amendment to the subgrant agreement is required for any reallocation of funds provided under this subgrant agreement.

### FEDERAL REGULATIONS

1. **Access to Public Records and Monitoring.** The Florida Department of Transportation (FDOT), National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the Subrecipient and to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this subgrant agreement, as provided under applicable State or Federal law.

In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures will include on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of subgrant activity via telephone calls from FDOT State Safety Office staff to Subrecipients. By entering into this subgrant agreement, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the project into compliance with this subgrant agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.

2. **Audit.** The administration of resources awarded through the Department to the Subrecipient by this subgrant agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. With the exception of documents protected by State law, the Subrecipient shall comply with all audit and audit reporting requirements as specified below.
  - (a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this subgrant agreement. By entering into this subgrant agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
  - (b) The Subrecipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this subgrant agreement is subject to the following requirements:
    - i. In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Part VI to this subgrant agreement provides the required Federal award identification information needed by the Subrecipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this subgrant agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
    - ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

- iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other than Federal entities).
- iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.332 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this subgrant agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
  1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Department
  2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance
  3. Wholly or partly suspend or terminate the Federal award
  4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency)
  5. Withhold further Federal awards for the Project or program
  6. Take other remedies that may be legally available
- vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

The Auditor General's Office at the following address:

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

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

- viii. Any reports or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, Florida Statutes, and Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
  - ix. The Subrecipient, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.
- (c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation and the Comptroller General of the United States, or their designees.
- (d) The Subrecipient shall permit, and shall require its contractors to permit, the Department's and NHTSA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.
- 3. Offsets.** If, after subgrant completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient if, upon demand, payment of the claimed amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- 4. Buy America Act.** The Subrecipient agrees to comply and require consultants and contractors to comply with all applicable standards, orders, and regulations issued pursuant to the Buy America Act, Buy America Act Waiver (Docket No. NHTSA-2015-0065) and NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:
- The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is \$5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.
- Each manufactured end product must comply with the provisions of the Buy America Act. Additionally, any manufactured add-on to an end product is, itself, an end product that must comply with the Act.
- To be reimbursed with Federal highway safety grant funds for a purchase, a State must comply with the requirements of the Buy America Act. Non-compliance will result in denial of reimbursement.
- 5. Clean Air Act and Federal Water Pollution Control Act.** Subgrant agreements for amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient shall include this provision in all subcontract awards in excess of \$150,000.

**6. Code of Conduct.** The Subrecipient has established, will maintain, and enforce a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

(a) The Subrecipient agrees to the following disclosures:

- i. The Subrecipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the subrecipient has taken or proposes to take to avoid or mitigate such conflict.
- ii. NHTSA will review the disclosure and may require additional relevant information from the subrecipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
- iii. Conflicts of interests that require disclosure must include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any subrecipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of the award. Key personnel shall include any person owning more than 20 percent interest in a subrecipient, and the officers, employees or agents of a subrecipient who are responsible for making decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

**7. Conferences and Inspection of Work.** Conferences may be held at the request of any party to this subgrant agreement. Representatives of the Department or the U.S. Department of Transportation (USDOT), or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

**8. Contract Work Hours and Safety Standards Act.** Where applicable, all subcontracts under this subgrant agreement in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**9. Debarment and Suspension.** No subcontract issued under this subgrant agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**10. Disadvantaged Business Enterprises (DBE).**

(a) The Subrecipient agrees to the following assurance:

The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The Subrecipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this subgrant agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

- (b) The Subrecipient agrees to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

**11. Methods of procurement.** Subrecipients must follow the procurement standards in 2 CFR 200 sections 200.318 through 200.327.

**12. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

- (a) The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

**13. Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this Subgrant, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all purchase orders for work or products under this subgrant.

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**14. Equal Employment Opportunity.** No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this Agreement, or any project, program, or activity that receives or benefits from this Agreement. The Subrecipient agrees to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, herein incorporated by reference. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.



In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices.

- 15. No Federal Obligation.** This agreement is financed by federal funds. However, payments to the subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, NHTSA, or any representatives of the federal government makes the United States a party to this Agreement.
- 16. Nondiscrimination.** Subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:
- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), 49 CFR part 21, and 28 CFR 50.3
  - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects)
  - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.*), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex)
  - (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27
  - (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age)
  - (f) The Civil Rights Restoration Act of 1987, (Pub. L. 100–209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, Subrecipient's and contractors, whether such programs or activities are Federally-funded or not)
  - (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38
  - (h) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
  - (i) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087–74100)
  - (j) Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government by ensuring that equity is advanced across the Federal Government
  - (k) Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation by ensuring that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation
  - (l) Nondiscrimination Clause.

During the performance of this subgrant, the Subrecipient agrees:

- (a) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time

- (b) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein
- (c) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT or NHTSA
- (d) That, in event a Subrecipient fails to comply with any nondiscrimination provisions in this subgrant, the FDOT State Safety Office will have the right to impose such subgrant sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient under the contract/agreement until the Subrecipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.
- (e) To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this program

**17. Ownership of Data and Creative Material.** The ownership of material, discoveries, inventions and results developed, produced, or discovered by this subgrant agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property, herein incorporated by reference.

The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this Subgrant. The Federal and State awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal and State purposes, and to authorize others to do so.

The Federal Government has the right to:

- (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal and State purposes.

**18. Political Activity.** The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**19. Prohibition on certain telecommunications and video surveillance services or equipment.** Subrecipients are prohibited from obligating or expending loan or subgrant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

**20. Property Accountability.** The Subrecipient shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this subgrant agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or 2 CFR, 200.310-200.316, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this subgrant agreement.

**21. Restrictions on Lobbying.** The Subrecipient agrees to comply and require consultants and contractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

- (a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:
  - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - iii. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.
  - iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

## 22. Termination and Suspension.

- (a) **Generally.** If: (i) the Subrecipient abandons or, before the end of the federal fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR Part 200.340-343.
- (b) **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.
- (c) **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

**23. Human Trafficking.** The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.

**24. Unauthorized Aliens.** The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

- 25. Title VII - Civil Rights Act of 1964.** Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VII of the Civil Rights Act of 1964 (42 U.S.C. 1981, et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.
- 26. Americans with Disabilities Act of 1990 (ADA).** Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12101, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.
- 27. Integrity Certification.** By signing this Subgrant Agreement, the Subrecipient certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 28. Federal Encouragements.**
- (a) **Vehicle Pursuits.** Pursuant to 23 U.S.C. 402(j), all law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.
  - (b) **Policy on Banning Text Messaging While Driving.** In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, subrecipients are encouraged to:
    - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the subrecipient agency and/or the Government.
    - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving.
    - iii. Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are \$15,000 or more.
- 29. Reversion of Unexpended Subgrant Funds.** All funds granted by the Department under this Agreement that have not been expended during the term of this Agreement shall revert to the Department.

## STATE REGULATIONS

- 30. Compliance with State Procurement of Personal Property and Services Laws.** The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this subgrant agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.
- (a) **Section 287.133 (2)(a), F.S.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on 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 section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - (b) **Section 287.134 (2)(a), F.S.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

- (c) The convicted vendor list and discriminatory vendor list can be found on the Florida Department of Management Services (DMS) website.

**31. Compliance with State Public Records Laws.** The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Department subgrant agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. If the Subrecipient is unable to ascertain how best to comply with its obligations, it should seek the advice of counsel and/or FDOT State Safety Office.

The Department shall unilaterally cancel this subgrant agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Subrecipient in conjunction with this subgrant agreement.

**32. Cooperation with Inspector General.** It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this subgrant agreement. Section 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

**33. E-Verify.** Subrecipients:

- (a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- (b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

**34. Indemnification and Insurance.**

- (a) **Indemnification.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Subrecipient shall indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Subrecipient and persons employed or utilized by the Subrecipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

- (b) **Subrecipient Contracts.** Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

"To the fullest extent permitted by law, the Subrecipient's contractor/consultant shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity."

- (c) **Workers' Compensation.** The Subrecipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Subrecipient shall ensure that its contractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), the Subrecipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

**35. Reimbursement Obligation.** The State of Florida's performance and obligation to reimburse the Subrecipient shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature.

**36. Responsibility for Claims and Liability.** Subject to the limitations of Section 768.28, F.S., the Subrecipient shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of Subrecipient, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this subgrant agreement which is caused by the Subrecipient's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this subgrant agreement specifically agree that no provision in this subgrant agreement is intended to create in the public or any member thereof, a third-party beneficiary, or to authorize anyone not a party to this subgrant agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this subgrant agreement.

**37. Restrictions on Lobbying.** No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies, per Section 216.347, F.S.

**38. Retention of Records.** The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this subgrant agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or AG access to such records, which are not protected by State law, upon request. The Subrecipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or AG upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

**39. Tangible Property.** Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

#### MISCELLANEOUS PROVISIONS

**40. Prohibited Interests.** The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

- i. "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
- ii. The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.
- iii. The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.

**41. Interest of Members of, or Delegates to, Congress or Legislature.** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

**42. Department Not Obligated to Third Parties.** The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

**43. Relationship of Parties.** The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

**44. When Rights and Remedies Not Waived.** In no event shall the making by the Department of any payment to the Subrecipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Subrecipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

**45. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

- 46. Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver by either party of its sovereign immunity for any damages claimed by third parties.
- 47. Bonus or Commission.** By execution of the Agreement the Subrecipient represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- 48. Notices.** Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following address:
- Florida Department of Transportation  
Attn: Traffic Safety Administrator  
State Safety Office, MS 53  
605 Suwannee Street  
Tallahassee, Florida 32399-0450
- 49. Agreement Format.** All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- 50. Jury Trial Waiver.** The Subrecipient and the Department hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this agreement and for any counterclaim therein.
- 51. Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.
- 52. Agreement not Assignable.** The Subrecipient may not assign any of its rights or obligations under this Agreement.
- 53. IRS Form 990 Annual Report and Executive Compensation Reporting.** Pursuant to Governor's Executive Order 20-44, if the Subrecipient is required by the Internal Revenue Code to file **IRS Form 990** and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Subrecipient shall submit an Annual Report to the Department, including the most recent **IRS Form 990**, detailing the total compensation for each member of the Subrecipient executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. Subrecipient shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports required by this Amendment within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Subrecipient. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at **fdotsingleaudit@dot.state.fl.us** within 180 days following the end of each tax year of the Subrecipient receiving Department funding.

## GRANT MANAGEMENT

- 54. Amendments.** The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this subgrant agreement. Amendments to this subgrant agreement will be approved if the modification(s) to be made will achieve or improve upon the outcome of this subgrant agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this subgrant agreement shall be in the form of a written request signed by one of the original signatories of this subgrant agreement, or successor in the same position. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.
- 55. Disputes and Appeals.** Any dispute, disagreement, or question of fact arising under this subgrant agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

Florida Department of Transportation  
Attn: Traffic Safety Administrator  
State Safety Office, MS 53  
605 Suwannee Street  
Tallahassee, Florida 32399-0450

Florida Department of Transportation  
Attn: Governor's Highway Safety Representative  
State Safety Office, MS 53  
605 Suwannee Street  
Tallahassee, Florida 32399-0450

The Subrecipient shall proceed diligently with the performance of this subgrant agreement and in accordance with the Department's decision(s).

- 56. Equipment.** Any equipment purchased under this subgrant agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds.
- (a) **Use of Equipment.** All equipment shall be used for the originally authorized subgrant agreement purpose(s) for as long as needed for those purposes. Subrecipients must maintain an inventory control system that has adequate safeguards in place to prevent loss, damage, or theft.
  - (b) **Equipment Costing \$5,000 or more.** Equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more per unit shall be subject to the following requirements:
    - i. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT State Safety Office.
    - ii. Dispositions must be requested and shall receive prior written approval from the FDOT State Safety Office.
  - (c) **Disposition of Equipment Costing \$5,000 or more.** In the event the equipment is no longer needed for the originally authorized subgrant agreement purpose(s) or has reached the end of its useful life, Subrecipients should use the Equipment Disposition Request Form 500-065-026 to coordinate with the FDOT State Safety Office to obtain required approvals to dispose of the equipment or transfer the equipment to another agency for use.
  - (d) **Disposition of Equipment Costing Less than \$5,000.** Equipment that does not meet the unit purchase price threshold of \$5,000 should be disposed of in accordance with the agency's own procurement and disposition policies. Documentation of this disposition should be noted in the Subrecipient files.
  - (e) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.
  - (f) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR Section 200.313. The Subrecipient must use the equipment for the authorized purposes of the project, whether or not the project continues to be supported by the Federal award, unless the FDOT State Safety Office, on behalf of USDOT, provides written authorization for another use of the equipment that is permissible under 2 CFR Section 200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the project or in accordance with other authorized uses under 2 CFR Section 200.313, is subject to repossession by the FDOT State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this project or for other uses authorized by USDOT.
- 57. Expense Purchases for \$200 or more:** Any office, training, communication, or computer supplies (including computers) with a per item unit cost of \$200 or more within the Expense Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.
- 58. Excusable Delays.** Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient shall not be in default by reason of any failure in performance of this subgrant agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subrecipient. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient. If the failure to perform is caused by the failure of the Subrecipient's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient and its consultant or contractor, and without the fault or negligence of any of them, the Subrecipient shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the FDOT State Safety Office shall have ordered the Subrecipient in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.
- Upon request of the Subrecipient, the FDOT State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.



If the Subrecipient is unable to fulfill the activities stated in the Proposed Solution or Project Objectives in this agreement (Part II: PROJECT PLAN AND SUPPORTING DATA) due to the COVID-19 pandemic, the Subrecipient must contact the FDOT State Safety Office immediately to discuss potential amendments and/or alternate plans.

- 59. How this Subgrant Agreement is Affected by Provisions Being Held Invalid.** If any provision of this subgrant agreement is held invalid, the remainder of this subgrant agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.
- 60. Ineligibility for Future Funding.** The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:
- (a) Failure to provide the required audits
  - (b) Failure to provide required performance and final narrative reports in the required time frame
  - (c) Failure to perform work described in Part II of this subgrant agreement
  - (d) Failure to provide reimbursement requests and performance reports in a timely manner
  - (e) Providing fraudulent performance reports or reimbursement requests
  - (f) Misuse of equipment purchased with Federal highway safety funds
- 61. Performance.** In the event of default, noncompliance, or violation of any provision of this subgrant agreement by the Subrecipient, the Subrecipient's consultant(s) or contractor(s) and supplier(s), the Subrecipient agrees that the Department will impose sanctions. Such sanctions include withholding of reimbursements, retainage, cancellation, termination, or suspension of this subgrant agreement in whole or in part. In such an event, the Department shall notify the Subrecipient of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the project. The Subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.
- 62. Personnel Hired or Paid Under this Subgrant Agreement.**
- (a) **Project Director.** Persons holding the position of Project Director for this subgrant agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this subgrant agreement.
  - (b) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this subgrant agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this subgrant agreement. No other allocation method is allowable for reimbursement.
  - (c) **Bonuses or stipends.** Bonuses or one-time stipends issued to Subrecipient employees will not be eligible for subgrant reimbursement, as they are not considered salary and are an addition to the salary amounts approved for Subgrant execution. Increases in Subgrant employee salary must be approved by the FDOT State Safety Office. Annual fluctuations in benefits approved in the Subgrant are allowable and eligible for reimbursement.
  - (d) **Overtime.**
    - i. **Overtime Hours.** Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as "overtime", per the Subrecipient policies will be eligible for reimbursement by this subgrant agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported, and billed based on hours worked for each subgrant agreement type.
    - ii. **Reserve Officer Hours.** Subgrant funds can be used to reimburse detail pay for reserve officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for reserve officer detail to receive reimbursement for reserve officer hours.

- iii. **Overtime Rate.** Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient's payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

**63. Reports.** The following reports are required for reimbursement of subgrant funding:

- (a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described in Part IV of this subgrant agreement.
- (b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.
- (c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.
- (d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for subgrant agreement monitoring.

**64. Term of this Subgrant Agreement.** Each subgrant agreement shall begin on the date the last party signs this subgrant agreement and shall end on September 30, unless otherwise stipulated by the FDOT State Safety Office on the first page of this respective subgrant agreement. In the event this subgrant agreement is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135 (6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

**65. Travel.**

- (a) **Required Forms.** Travel costs for approved travel shall be submitted on the FDOT Contractor Travel Form (FDOT Form No. 300-000-06) or other approved Florida Department of Financial Services form and will be reimbursed in accordance with Section 112.061, F.S. and the most current version of the *Disbursement Handbook for Employees and Managers*.
- (b) **Authorization and Restriction.** All travel authorized under this subgrant shall be subject to any additional authorization requirements or restrictions imposed by: the Governor's Executive Order or other guidance; any requirements or forms for travel cost reimbursement imposed by the Subrecipient that do not violate FDOT travel cost reimbursement requirements; and/or FDOT during the subgrant period.
- (c) **Prerequisite Approvals.** All subgrant travel that has billable costs shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the subgrant activities and is within the travel budget of the project and relevant to the project. Additional detail is required if the travel meets any of the following criteria:
  - i. Purchase of Air fare
  - ii. Travel to conference
  - iii. Travel which includes a registration fee
  - iv. Out-of-subgrant-specified work area travel

v. Out-of-state travel

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in the travel budget.

- (d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed \$225.00 per night (before taxes and fees). A Subrecipient and/or traveler will be required to expend his or her own funds for paying the overnight lodging/hotel room rate in excess of \$225.00 plus the applicable percentage of fees (other than flat fees). If multiple travelers share a room and the individual cost of the lodging/hotel exceeds the \$225.00 per night limit, the Subrecipient and/or travelers will be required to expend his or her own funds for paying the excess amount. If another entity is covering the cost of the overnight lodging/hotel then this paragraph does not apply.
- (e) **Lodging for Subgrant Funded Statewide Coalition Meetings and Conferences.** Lodging contracts may be funded to accommodate attendance of subgrant funded statewide coalition meetings, conferences, and programs. If a lodging contract is executed to cover lodging cost, all travelers shall be expected to use the contract, and any attendees choosing alternate lodging accommodations based on preference, shall do so at their own out of pocket costs. Cost for these lodging contracts will be reviewed and approved for program appropriateness and costs savings to the State, as determined and approved by the FDOT State Safety Office.

**66. Vehicles.** Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Rule 60B-1.004 F.A.C. Subrecipients who are responsible for the operation and use vehicles for official state business are allowed to permit persons other than state officials or employees to travel in the vehicle provided these persons are conducting official state business or only on special occasions if the purpose of the travel can be more usefully served by including such persons and no additional expense is involved.

It is permissible to transport persons other than state officials and employees during disasters and emergency situations where the state must protect life and property. Providing assistance to motorists whose vehicles are disabled may be considered as an emergency when there is a need to protect life and property.

Any vehicles used for personal reasons or not being used by the Subrecipient for the purposes described in this subgrant agreement shall be subject to repossession by the FDOT State Safety Office.

## FINANCIAL/FISCAL

**67. Allowable Costs.** The allowability of costs incurred under this subgrant agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the Subrecipient. Only costs directly related to this subgrant agreement shall be allowable.

**68. Subcontract Agreements.**

- (a) **Requirement for Pre- Approval.** All subcontract agreements must be submitted to the FDOT State Safety Office in draft form for review and approval. Approval of this subgrant agreement does not constitute approval of subcontract agreements.
- (b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include at a minimum the following information:
  - i. Beginning and end dates of the subcontract agreement (not to exceed this subgrant agreement period)
  - ii. Total contract amount
  - iii. Scope of work/Services to be provided
  - iv. Quantifiable, measurable, and verifiable units of deliverables
  - v. Minimum level of service to be performed and criteria for evaluating successful completion
  - vi. Budget/Cost Analysis
  - vii. Method of compensation/Payment Schedule

(c) **Additional Required Clauses.**

- i. **All subcontract agreements shall contain the following statement:**  
"The parties to this contract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # (insert project number). A final invoice must be received by (insert date) or payment will be forfeited."
- ii. **Buy American Act clause** (see Section 4 of Part V)
- iii. **Certification Regarding Federal Lobbying** (see Section 21 of Part V)
- iv. **Cooperation with Inspector General** (see Section 32 of Part V)
- v. **DBE Clause** (see Section 10 of Part V)
- vi. **E-Verify clause** (see Section 33 of Part V)
- vii. **Nondiscrimination clause** (see Section 16 of Part V)
- viii. **Clean Air Act and Federal Water Pollution Control Act clause** (subcontracts in excess of \$150,000) (see Section 5 of Part V)
- ix. **Integrity Certification Clause** (see Section 27 of Part V)
- x. **Contract Work Hours and Safety Standards Act** (subcontracts in excess of \$100,000) (see Section 8 of Part V)
- xi. **Indemnification and Insurance** (see Section 34 of Part V)
- xii. **Policy on Banning Text Messaging While Driving Act** (subcontracts in excess of \$15,000) (see Section 28 of Part V)
- xiii. **Human Trafficking Clause** (see Section 23 of Part V)
- xiv. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms** (see Section 12 of Part V)
- xv. **Termination for Convenience** (see Section 22 of Part V)

**69. Indirect Costs.** Indirect costs included in this subgrant agreement in Part III, under the indirect line item are based on the indirect costs rate the Subrecipient used in the competitive concept paper application process. The rate will be applied in accordance with 2 CFR 200 and the Subrecipients federally approved rate agreement. If the Subrecipient does not have a federally approved costs rate agreement, a de minimis rate of 10% of modified total direct costs in the manner described in 2 CFR 200.414 will be used. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A de minimis certification form must be submitted to the Department for review and approval.] All subgrant awards are based on cost benefit, available funding, and if the indirect costs rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.

**70. Obligation of Subgrant Funds.** Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of this subgrant agreement period. Only project costs incurred on or after the effective date and on or prior to the end date of this subgrant agreement are eligible for reimbursement. A cost is incurred when the Subrecipient's employee or approved contractor or consultant performs the service required or when goods are received by the Subrecipient, notwithstanding the date of order.

**71. Procedures for Reimbursement.**

- (a) **Overview.** The Department agrees to compensate the Subrecipient for services described in Part II (Project Plan and Supporting Data). The Schedule of Financial Assistance is included as Part III (Project Detail Budget).
- (b) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation as established in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report). **ALL requests for reimbursement shall include FDOT Form 500-065-019 Performance Report for the period of reimbursement.** Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

- (c) **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Subrecipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report) was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges. Invoices for cost reimbursement subgrants must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved subgrant budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. **Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: [http://www.fldfs.com/aadir/reference\\_guide.htm](http://www.fldfs.com/aadir/reference_guide.htm)

Listed below are types and examples of supporting documentation:

i. **Personnel Services.**

- a. **Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions, and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- b. **Fringe Benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

- ii. **Contractual Services.** Should be supported by a copy of the approved subcontract agreement, invoice showing payment request and dates of service from the vendor, and proof of payment by the Subrecipient.
- iii. **Expenses.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
- iv. **Travel.** Reimbursement for travel must be in accordance with s. 112.061, F.S. and the most recent version of the FDOT Disbursement Handbook, which includes submission of the travel costs on an approved state travel form along with supporting receipts and invoices.
- v. **Equipment Costing \$5,000 or More.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
- vi. **Indirect Cost.** If the subgrant stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal the totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.

Subgrant agreements between state agencies, and/or subgrant agreements between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.

- (d) **Frequency and Deadlines for Submission.**

- i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner may result in this subgrant agreement being terminated.
  - ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 following the end of this subgrant agreement period. Such request should be distinctly identified as **Final**.  
**The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 following the end of this subgrant agreement period.**
- (e) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this subgrant agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.
  - (f) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of \$5,000 or more and a useful life of one year or more shall be accompanied by an Equipment Accountability Form (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.
  - (g) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.
  - (h) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient.
  - (i) **Reimbursement Timeline.** Subrecipients providing goods and services to the Department should be aware of the following time frames. The FDOT State Safety Office has a 30-day review process to approve goods and services that starts on the date of receipt of financial reimbursement request. After that review and approval, the Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. Financial reimbursement requests may be returned if not completed properly. If a payment is not available within 40 days from the FDOT State Safety Office approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the financial reimbursement request amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Financial reimbursement requests that have to be returned to a Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The financial reimbursement request payment requirements do not start until a properly completed financial reimbursement request is provided to the Department.
  - (j) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the Department. The Subrecipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of subgrant agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or subgrant agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this subgrant agreement term.
  - (k) **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Subrecipients who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
  - (l) **Projects with Non-profit Entities.** Pursuant to Section 216.1366, Florida Statutes, the Subrecipient shall provide documentation to indicate the amount of state funds:
    - i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Subrecipient.

- ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to s. 215.985, Florida Statutes, and must additionally be posted to the Subrecipient's website, if the Subrecipient is a non-profit organization and maintains a website. The Subrecipient shall utilize FDOT Form No. 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 2023, with non-profit organizations.

- 72. Tracking and Retention of Financial Records.** The Subrecipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this subgrant agreement shall be maintained and made available upon request to the Department at all times during the period of this subgrant agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Subrecipients general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- 73. Program Income.** Program income means gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of the subgrant award during the subgrant period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the subgrant award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the project.
- 74. Registration for Attendance.** No activities funded under this subgrant agreement shall charge a registration fee for attendance.
- 75. Responsibility of Subrecipient.** The Subrecipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this project shall be disbursed in accordance with the provisions of the Project Detail Budget as approved by the FDOT State Safety Office. All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

## REQUIREMENTS

- 76. Child Safety Seats.** Any agency that receives child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician.
- 77. Enforcement.**
- (a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement and does not include handheld radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.
  - (b) **Aircraft Enforcement.** Subgrant funding will not be utilized or reimbursed for enforcement from aircraft.
  - (c) **Investigations and Court.** Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court, or administrative hearings.
  - (d) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this subgrant agreement period.
  - (e) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this subgrant agreement.  
High Visibility Enforcement is defined as:

**Intense:** Enforcement activities are over and above what normally takes place.

**Frequent:** Enforcement occurs often enough to create general deterrence.

**Visible:** A majority of the public sees or hears about the enforcement.

**Strategic:** Enforcement targets high-risk locations during high-risk times.

- (f) **Hours Limit.** Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. Extenuating circumstances must be documented in the activity report. There is no pay period limit on hours worked.

(g) **Impaired Driving Enforcement.**

- i. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Expansion of enforcement operation hours can be adjusted based on supporting data and prior approval by the FDOT State Safety Office. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.
- ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving mobilizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.
- iii. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:
  - a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course
  - b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course
  - c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course
  - d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course
  - e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course
  - f. Be an active certified Drug Recognition Expert (DRE)

- (h) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

- (i) **Occupant Protection Enforcement.** All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday. Safety belt enforcement is encouraged for both day and nighttime.

- (j) **Speed and Aggressive Driving Enforcement.** All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving mobilization for Operation Southern Slow Down.

- i. **Required Credentials for Speed Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment.
- ii. **Conforming Product List.** Any speed measuring device purchase with subgrant funding should be in accordance with State approved Speed Measuring Devices listed in 15B-2.013 F.A.C.

(k) **Teen Safe Driving Enforcement.**

- i. **Hours of Emphasis.** Emphasis of enforcement operations should be during the hours of 11:00 pm to 6:00 am aligning with the parameters of Florida's Graduated Driver Licensing (GDL) Laws. Expansion of enforcement operation hours can be adjusted based on supporting data and prior approval by the FDOT State Safety Office. The agency will maintain detailed records of enforcement operations. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded Computer Aided Report (CAD).



- ii. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system must be certified in the use of that piece of equipment.

## **78. Public Service Announcements, Marketing, and Advertisements.**

- (a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.
- (b) **Media Plan.** All paid media reimbursed with subgrant funds shall contain a traffic safety message. In order to maximize the effectiveness of the paid media, when marketing or advertising is included in subgrant activities, it shall be done only in conjunction with proven, effective countermeasures, and when the message of the media is designed to call attention to those countermeasures. Before incurring costs related to the paid media, a final draft of the media and media plan shall be submitted to the FDOT State Safety Office for review.

Media plans should include the following:

- i. What program/policy the paid media is supporting
  - ii. How the paid media will be implemented to support an operational enforcement program whether it be a periodic crackdown/mobilization or an on-going saturation or roving patrol
  - iii. The amount allocated for paid media
  - iv. Anticipated creative costs associated with the paid media
  - v. The measures that will be used to assess message recognition and penetration of the target audience.
- (c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation, or Funded by FDOT", or FDOT logo, "Brought to you by ...." or "Provided by ..." may also be used for this requirement. Television commercials must include a statement as set forth above. The name of the Subrecipient and its logo can appear on the paid media, if approved by the FDOT State Safety Office, but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.
  - (d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., which includes items such as tickets, seats, food, travel, apparel, memorabilia, etc., to any representative of this subgrant agreement or any of their traffic safety partners unless the item or service is regularly made available to the general public at no cost.

## **79. Public Information and Education Items.** Public Information and Education Items are defined as materials whose purpose is to convey substantive information about highway safety. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials are all allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial informational and educational content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a Subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and approval.

Requests should include the following:

- (a) What public information or educational item is being requested
- (b) What program/policy is the item supporting
- (c) Who the target audience is
- (d) How the item will be distributed
- (e) Estimated unit cost(s) for the item
- (f) Current inventory levels (if any) of the item

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this subgrant agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

Printed materials (tip cards, brochures, safety pledges, surveys, activity books, booklets, guides, etc.) can be freely distributed, however tangible items (helmets, DVDs, CD-ROMs, flash or thumb drives, reflective tape, etc.) require the person receiving the item to interact with the Subrecipient in some manner related to the goal of the project in order to receive the item. Interaction includes attending a presentation, having a discussion with a program representative, signing a pledge sheet, filling out a survey form, answering a traffic safety question, etc. The results of this interaction must be reported in the performance report.

Where feasible, either the Florida Department of Transportation logo or the words "Funding provided by the Florida Department of Transportation or Funded by FDOT" shall appear on or in all items. "Brought to you by" or "Provided by" may also be used for this requirement. The name of the Subrecipient and its logo can appear on any of the public information and education items. The names of individuals connected with the Subrecipient shall not appear on any printed materials, and advertisements paid for with highway safety funds.

Per 2 CFR 200 and NHTSA Memo "Use of NHTSA Highway Safety Grant Funds for Certain Purchases" (dated May 18, 2016), Use of NHTSA grant funds to purchase promotional items or memorabilia (backpacks, cups, flashlights, key chains, magnets, shirts, stickers, sunglasses, umbrellas, etc.) is prohibited and therefore unallowable under this subgrant agreement.

## **80. Publication and Printing of Observational Surveys and Other Reports.**

- (a) **Review and Publication.** During this subgrant agreement period, but before publication or printing, the final draft of any report or reports required under this subgrant agreement or pertaining to this subgrant agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After this subgrant agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.
- (b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without advance approval.
- (c) **Required Language.** Each publication or other printed report covered by Paragraph 80(a) above shall include the following statement on the cover page:
  - i. This report was prepared for the FDOT State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.
  - ii. The conclusions and opinions expressed in these reports are those of the Subrecipient and do not necessarily represent those of the FDOT State Safety Office, Department of Transportation, State of Florida, and/or the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, or any other agency of the State or Federal Government.

**81. Safety Belt Policy.** Each Subrecipient shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

## **82. Special Conditions.**

## Part VI: Federal Financial Assistance (Single Audit Act)

### Federal resources awarded pursuant to this subgrant are as follows:

#### CFDA Number and Title:

- ☐ 20.600 - State and Community Highway Traffic Safety Program (NHTSA 402 Funds)
- ☐ 20.614 - National Highway Traffic Safety Administration Discretionary Safety Grants (NHTSA 403 funds)
- ☒ 20.616 - National Priority Safety Program (NHTSA 405 Funds)
- ☐ 20.205 - Highway Planning and Construction (FHWA Federal Aid Highway Program, Federal Lands Highway Program)

**\*Federal Funds Awarded:** \$12,000

**Awarding Agency:** Florida Department of Transportation

**Indirect Cost Rate:** 0%

**\*\*Award is for R&D:** No

\*The federal award amount may change with supplemental agreements

\*\*Research and Development as defined at §200.87, 2 CFR Part 20

### Federal resources awarded pursuant to this subgrant are subject to the following audit requirements:

- (a) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards  
[www.ecfr.gov](http://www.ecfr.gov)

### Federal resources awarded pursuant to this subgrant may also be subject to the following:

- (a) Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)  
[www.fsr.gov](http://www.fsr.gov)
- (b) Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)  
<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

| <b><u>Federal Award Identification Number (FAIN):</u></b> | <b><u>FAIN Award Date:</u></b> |
|-----------------------------------------------------------|--------------------------------|
| 69A3752330000405DFLM                                      | 02/14/2022                     |

|                       |                                           |
|-----------------------|-------------------------------------------|
| Project Title:        | Enforcement of Impaired Driving in Apopka |
| Project Number:       | M5HVE-2024-00342                          |
| FDOT Contract Number: | G2P44                                     |

IN WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

(For FDOT Use Only)

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Authorized FDOT State Safety Office Representative

Date: \_\_\_\_\_  
Date Signed

Reviewed for the Florida Department of Transportation:

By: \_\_\_\_\_  
*Authorized FDOT Attorney*

Date: \_\_\_\_\_  
Date Signed

**SUBRECIPIENT**

By: \_\_\_\_\_  
Signature of Authorized Representative

Name: \_\_\_\_\_  
*Authorized Representative's Name Printed*

Title: \_\_\_\_\_  
*Authorized Representative's Title Printed*

Date: \_\_\_\_\_  
Date Signed

**IMPLEMENTING AGENCY**

By: \_\_\_\_\_  
Signature of Authorized Representative

Name: \_\_\_\_\_  
*Authorized Representative's Name Printed*

Title: \_\_\_\_\_  
*Authorized Representative's Title Printed*

Date: \_\_\_\_\_  
Date Signed

**NOTE: These signatures are the only recognized authorized representatives for this agreement, unless delegation is granted in writing.**



## City of Apopka CITY COUNCIL STAFF REPORT

**Section:** CONSENT (Action Item)

**Item #:** 4.

**Meeting Date:** November 1, 2023

**Department:** Public Services

**SUBJECT:**

Emergency Designation under the Public Services, Fleet division with Rush Truck Centers for the repair of multiple ambulances.

**REQUEST:**

Acceptance and ratification of the Emergency Designation with Rush Truck Centers for the repair of multiple ambulances.

**SUMMARY:**

Three ambulances are out of service due to needed repairs:

Ambulance # 4 Unit 13-2133: Transmission issue.

Ambulance #11 Unit 13-1555: Engine issue.

Ambulance #21 Unit 13-1170: Engine issue.

The vehicles were initially towed to the closest repair provider, AAMCO Transmission & Total Car Care located at 1009 E. Semoran Blvd, Apopka, 32703. AAMCO Transmission & Total Car Care was unable to provide the services needed to repair the ambulances. Two additional vendors were contacted: Rush Truck Centers and Trans Diesel of Central Florida. Rush Truck Centers was able to provide the quickest response and was selected to perform the emergency repair services. The vehicles were towed to their facility located at 2350 Diversified Way, Orlando, 32804.

Authorization is also being requested on the consent agenda for today's City Council meeting for an evaluated source for Rush Truck Centers for continued emergency service repairs to public safety vehicles in the future if needed. The evaluated source would remain active for fiscal year 2024 (FY24) or until which time a more suitable contract is located or a formal solicitation can be advertised and contracted.

The Purchasing Policy allows for emergency repairs as follows:

**107.3.9.8.1. EMERGENCY REPAIRS**

Repairs needed immediately to restore public services or to alleviate a safety or environmental hazard. A description of the emergency shall be attached to the purchase order or check request, with approval from the Finance Department and City Administrator. For any emergency purchase exceeding \$50,000.00, the Department Director is required to present notification at the next regularly scheduled City Council meeting for acceptance and ratification of the emergency purchase by City Council. The notification must include the nature of the emergency and all known purchases related to the emergency.

The following ambulance repair services are required:

| Vehicle | Repair | Amount |
|---------|--------|--------|
|---------|--------|--------|

|                            |                                                                                                 |                 |
|----------------------------|-------------------------------------------------------------------------------------------------|-----------------|
| Ambulance # 4 Unit 13-2133 | Transmission repair (stuck in 5 <sup>th</sup> gear)<br>Under Warranty: no cost for transmission | \$0             |
| Ambulance #11 Unit 13-1555 | Engine replacement due to misfire of cylinders:<br>4, 5, 6, 7                                   | \$21,142        |
| Ambulance #21 Unit 13-1170 | Engine replacement due to misfire of cylinders:<br>2, 7                                         | \$30,165        |
| <b>Total</b>               |                                                                                                 | <b>\$51,307</b> |

An additional 20% contingency in the amount of \$10,262 is also being sought for any additional repairs that are discovered while the vehicles above are being repaired.

**FUNDING SOURCE:**

FY24 Budgetary Appropriations.

**RECOMMENDED MOTION:**

Accept and ratify the emergency designation with Rush Truck Centers for the services provided in the total amount of \$51,307, with an additional 20% contingency of \$10,262.

**ATTACHMENTS:**

None



## City of Apopka CITY COUNCIL STAFF REPORT

**Section:** CONSENT (Action Item)

**Item #:** 5.

**Meeting Date:** November 1, 2023

**Department:** Parks and Recreation

**SUBJECT:**

Authorize the Mayor to sign the Professional Services Agreement with Strengthening Our Sons to provide programming.

**REQUEST:**

Authorize the Mayor to sign the Professional Services Agreement with Strengthening Our Sons to provide programming.

**SUMMARY:**

To help increase and improve the recreational, cultural, and educational opportunities and offerings to City of Apopka residents and visitors, the Parks and Recreation Department seeks out partners in programming who are interested in operating high quality programming at City of Apopka Parks and Recreation facilities. Staff have identified Strengthening Our Sons as an organization to provide mentoring and tutoring programming at the Billie Dean Center for teenage boys. The program serves boys between the ages of 9 and 19 years of age and provides once-a-month mentorship training on leadership, financial responsibility, etiquette/grooming, health and nutrition, civic engagement, and many other life skills. Program sessions are two-hours and delivered in both virtual and in-person formats. Registration is required, but the program is offered free for participants. Additional program information is attached for review. Staff see this as a great opportunity to partner with a group to bring additional educational and life skill services to the teenage community while increasing programming at the Billie Dean Center, and would complement the current programming offered to teenage girls through the Butterfly Effect program. The proposed agreement would expire on December 31, 2024, with renewals brought back to the Council for approval annually, if desired by the Parks and Recreation Department.

**FUNDING SOURCE:**

N/A

**RECOMMENDED MOTION:**

Staff recommend approval for authorization of the Recreational Professional Services Agreement with Strengthening Our Sons.

**ATTACHMENTS:**

1. Strengthening Our Sons Brochure 2023
2. Strengthening of our Sons Contract 2023-2024 (unsigned) pdf

## Workshops



SOS meetings are held on:

**1st Saturdays of the Month**  
10 am - 12 pm

**Virtual Sessions on**  
**Zoom as well as Face to**  
**Face**

**Face to Face mentoring**  
**will continue in 2023.**

## Our Mentors

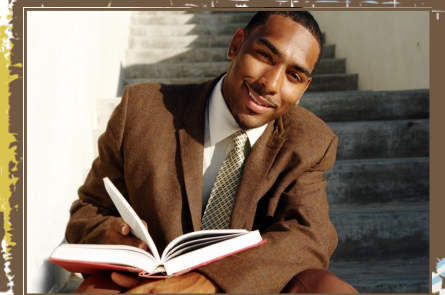
Mr. Christopher Holt  
Mr. Troy Johnson III  
Mr. Carl Walker  
Mr. Andre Hill

Mr. Tarik Andrews  
Mr. Charles Coleman  
Mr. Corey Straugher

## Sponsorships

All donations are welcome. Donations can be made through our website, mailed to the address below.

If you are interested in becoming a private business or corporate donor, private donor, facilitator for a workshop, or mentor please contact our office.



## Strengthening Our Sons Male Youth Leadership Program

### Program Contact Information

Program Director: Mrs. Tammie Holt

**Strengthening Our Sons, Inc.**

2700 West Hall Ln., #135

Maitland, FL 32751

Intervention/Prevention: 407.504.7788

E-mail: [info@strengtheningoursons.org](mailto:info@strengtheningoursons.org)

Website: [www.strengtheningoursons.org](http://www.strengtheningoursons.org)

**Strengthening Our Sons in a 501c3 Non-Profit Organization**





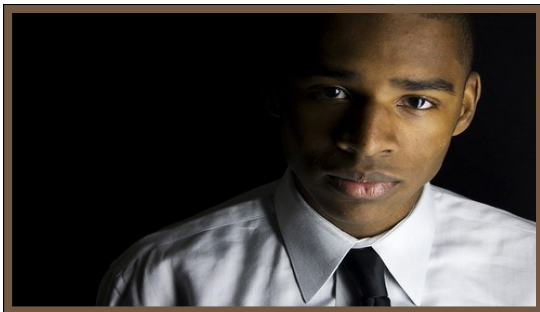
## About Us

### Our Mission

Strengthening Our Sons is a male youth leadership program created to empower young males with essential skills for success. Our mission is to equip young males with social, professional, and personal life skills that will help them in their personal life growth.

### Our Goal

Strengthening our Sons' goal is to empower young males between the ages of 9 and 19 to be leaders. Our curriculum uses an approach that focuses on building essential skills needed so our young males become productive and positive men.



### Our Motto

*A boy without a father figure is  
like an explorer without a map.*

## About The Program

Strengthening Our Sons is a male youth leadership program that recognizes what a young male needs from year to year. We are a curriculum based program that places pivotal importance on **Health, Education, and Relationships** at each stage of life. All of our workshops are male lead and meets on scheduled Saturdays from 10 a.m. - 12 p.m. virtually online or at designated locations each year which can change.

Each session our mentors cover a different topic from the curriculum and we ensure that the material and its presentations are developmentally attuned to the appropriate stage for each mentee. When mentees enter our program they are grouped in three different phases according to their age. Phase I ages (9-12), Phase II ages (13-15), & Phase III ages (16-19). Group mentoring can be administered in two groups; Middle and High School students based on topic and number of kids in program. Even though our program mentors in groups, our mentors individually develop a close relationship with each mentee.

## Program Objectives

**EMPOWERING BOYS WITH THE KNOWLEDGE,  
AND AWARENESS TO TAKE A PROACTIVE ROLE  
IN IMPROVING THEIR LIVES.**

### We are helping male youths:

- Improve their grades
- Improve their behavior
- Become leaders in their school
- Become leaders in their community

### Topics we cover are:

- Cultural Empowerment
- Identity Development
- Understanding Manhood
- Life Skills Training
- Etiquette/Grooming
- Financial Responsibility
- Health & Nutrition
- Relationships
- Civic Engagement
- College Preparation



**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF APOPKA, FLORIDA  
AND  
STRENGTHENING OF OUR SONS, [ A FLORIDA CORPORATION, NOT FOR  
PROFIT]**

**THIS AGREEMENT** (“Agreement”) is entered into this 1st day of November, 2023, between the CITY OF APOPKA, a municipal corporation of the State of Florida (“City”), and Strengthening of Our Sons, a Florida non-profit corporation, (“Provider”). That for and in consideration of the covenants of the parties hereafter set forth and for other good and valuable considerations, the parties hereto mutually agreed as follows:

1. Provider acknowledges that it is an independent contractor and is not an employee of the City and that as such, the Provider will not look to the City for workers’ compensation insurance coverage or any other employee benefit provided by the City to its employees.
2. This Agreement shall commence on the 1st day of November, 2023, and shall continue until the 31st day of December, 2024, unless terminated by either party pursuant to the terms of this Agreement.
3. Provider will provide mentoring/tutoring classes and clinics (“Classes/Clinics”) at various Parks and Recreation facilities of the City. Classes/Clinics will be held at the determination of mutually agreed upon City owned locations, dates, and times between the Provider and the City.
4. The term of payment by the Provider to City, in consideration of this Agreement, shall be in the amount of twenty (20%) percent of total program fees collected by the Provider, for programming provided for this agreement at City owned facilities. Payment will be delivered via check, cash, or credit card to the City of Apopka Parks and Recreation Department by no later than fifteen (15) days after the completion of each program season.  
**Initial:** \_\_\_\_\_

5. The Provider will assume responsibility for the following:
  - a) The Provider shall make all necessary pre-class arrangements such as preparing and assembling needed materials and equipment.
  - b) The Provider shall keep accurate records of attendance and report same to the City as requested or as required by this Agreement.
  - c) Provide specific program dates and times for approval by the Parks and Recreation Director. Dates are subject to change at the sole discretion of the City. If requested by the City, the Provider will relinquish all rights to the facility for any and all City functions or private rentals of the facility.
  - d) The Provider may provide a scholarship program, to be administered at their sole

discretion and expense, which may provide financial assistance to those participants who otherwise would not be able to participate.

6. The Provider shall supply a Certificate of Insurance no later than fourteen (14) days prior to program date or expiration of existing Certificate. See Exhibit A for insurance requirements.
7. Prior to the execution of this Agreement, Provider shall have all instructors/coaches fingerprint and background check through the City of Apopka Police Department including a criminal background check for Provider and Provider's officials, agents, employees, or subcontractors providing instructor/coaching services under this Agreement. The Provider shall be responsible for updating the City in writing with any additions and deletions of the individuals authorized to provide instructor/coaching services under this Agreement. In the event that additional individuals are authorized to perform such instructor/coaching services, the Provider shall inform the City so they will be scheduled for fingerprint and background check, prior to such individual commencing such instructor/coaching services. It shall be in the City's complete and sole discretion as to whether the individual's results are acceptable.
8. The Provider shall indemnify and hold harmless City from and against all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of, or resulting from the conduct of Classes/Clinics, delivery of services, or conduct of other activities contemplated by this Agreement or the occupancy of the City facilities by Provider, its agents, invitees and/or guests under this Agreement. City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of the original government contract or this Agreement to the contrary, nothing in these agreements shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of City for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claims against City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.
9. The Provider shall take all reasonable precautions for the safety of, and will provide reasonable protection to prevent damage, injury or loss to all persons and property on City facilities.
10. Provider understands and agrees that by virtue of this Agreement, all of its documents, records, and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida's Public Records law. If Provider will act on behalf of City as provided under Section 119.011(2), Florida Statutes, Provider, subject to the terms of Chapter 119, Florida Statutes, and any other applicable legal and equitable remedies, shall:

- a. Keep and maintain public records required by City to perform the service.
  - b. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided by Florida law.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract term if Provider does not transfer the records to City.
  - d. Upon completion of the contract, transfer, at no cost, to City all public records in possession of Provider or keep and maintain public records required by City to perform the service. If Provider transfers all public records to City upon completion of the contract, Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. If Provider keeps and maintains public records upon completion of contract, Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology of City.
  - e. If Provider does not comply with a public record request timely, City shall enforce the contract provisions in accordance with the contract.
11. The undersigned agrees to abide by the regulations governing use of City facilities and is responsible for charges incurred per Exhibit B, attached hereto and incorporated herein.
  12. The Provider and its agents, representatives, employees, and subcontractors, further agree and ensure to conduct themselves in such a manner as to advance good relations for the City and its citizens.
  13. Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
  14. All notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as FedEx), or by certified U.S. Mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

|                                                                                                                 |                                                                                                |
|-----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| City of Apopka<br>120 East Main Street<br>Apopka, Florida 32703<br>Attn: Radley Williams<br>Recreation Director | Provider: Strengthening of our Sons<br>2700 West Hall Ln. Ste. #135<br>Maitland, Florida 32757 |
|-----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
  15. This instrument contains the entire Agreement between the parties and supersedes any prior

understanding or agreement, either written or oral. No prior or present agreements or representation shall be binding on any of the parties hereto unless incorporated in the Agreement. This Agreement may not be changed, extended or renewed orally, but only by agreement in writing signed by the party against whom enforcement of any waiver, change, modification, discharge or extension is sought.

CITY OF APOPKA, FLORIDA

ATTEST

---

Susan Bone, City Clerk

---

Bryan Nelson, Mayor

Approved as to form

---

Cliff Shepard, City Attorney

Witnesses:

Strengthening Our Sons, a Florida non-profit corporation:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
OR ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, who is ☐ personally known to me  
OR ☐ who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

**Exhibit A**  
**City of Apopka**  
**Recreation Insurance Requirements**

The original insurance certificate and all extensions to the insurance certificate should be sent to:  
City of Apopka, Human Resources, 120 East Main Street, Apopka, FL 32703  
or E-mailed to [riskmanagement@apopka.net](mailto:riskmanagement@apopka.net)  
Phone: 407-703-1805  
**Certificate Holder: City of Apopka**

***Day Care Services/Exercise Classes***

1. City of Apopka endorsed as an Additional Insured in the amount of \$1,000,000 per occurrence with regard to General Liability.
2. Businesses having more than 4 employees must provide a Certificate of Worker's Compensation Liability insurance in the amount of \$1,000,000/1,000,000/1,000,000
3. Name the City of Apopka, its officers, representatives, employees, agents, Providers and volunteers as additional insured and provide Primary and Non-Contributory coverage with respect to the city.
4. Waiver of Subrogation in favor of the City of Apopka regarding General Liability and Worker's Compensation Liability

Description may read:

City of Apopka, its officers, representatives, employees, agents, Providers and volunteers are named as additional insured with respect to general liability. Coverage afforded to the additional insured is Primary and Non-Contributory. Waiver of Subrogation in favor of the City of Apopka is added to the General Liability and the Workers Compensation policies.

---

**NOTES**

- Please make sure that the description section of the certificate explicitly states that the City of Apopka is named as an additional insured.
- We cannot accept certificates that have an, "if required by written contract" clause unless we do have a contract in place listing our insurance requirements.
- The Certificate Holder must read: City of Apopka

## **Exhibit B**

### **City of Apopka Code of Ordinances**

#### **Chapter 58 - PARKS AND RECREATION**

- **Sec. 58-5. - General requirements for use of grounds and facilities.**

Each person shall clean up all debris, extinguish all fires when such fires are permitted, and leave the premises in good order, and the facilities in a neat and sanitary condition.

(Code 1983, § 15-2)





## City of Apopka CITY COUNCIL STAFF REPORT

**Section:** CONSENT (Action Item)

**Item #:** 6.

**Meeting Date:** November 1, 2023

**Department:** Finance Department

**SUBJECT:**

Authorize the issuance of evaluated source memos for Fiscal Year 2024: People Ready, Inc. and Rush Truck Centers

**REQUEST:**

Approve the issuance of evaluated source memos for fiscal year (FY) 2024.

**SUMMARY:**

The departments purchase large amounts of various commodities in its daily operations, including equipment, tooling, and services throughout the year. This purchasing may be accomplished via evaluated source memo when a vendor is in the best interest of the City. In accordance with Section 107.3 of the City's Purchasing Policy:

**107.3.9.8.4. EVALUATED SOURCE**

Only after conducting a comprehensive review of all available competitive sources and all other applicable competitive considerations, may products or services be purchased from a vendor without obtaining competitive prices (when it has been determined that it is in the best interest of the City to use that vendor). Documentation must be attached clearly defining why it is in the best interest of the City not to obtain quotes with each purchase and/or why this vendor is to be used when other vendors may supply their products at a lesser price. Proven quality differences and proximity of supplier are some examples of the reasons why a vendor may be declared an Evaluated Source. The City Administrator must give approval for the Evaluated Source designation. The Evaluated Source designation will expire each fiscal year after approval and may be renewed upon submission of a new request with documentation.

Contingent to any purchase order being issued, the listed pricing sources are reviewed by the appropriate departments and legal review where applicable. City Council staff report approvals, source memos and contractual information are kept on record with each purchase order issued. In accordance with Section 107.3.9.8.4. of the City's Purchasing Policy, staff requests blanket purchase order approval of the attached vendors for the purchase of the referenced commodities. The amounts shown will remain within the approved budget as designated.

**Summary of Requested Evaluated Source Vendors:**

| Department      | Vendor             | Description                                          | Requested Amount                     |
|-----------------|--------------------|------------------------------------------------------|--------------------------------------|
| Public Services | People Ready Inc.  | Sanitation/Streets Division Temporary Labor          | \$300,000                            |
| Public Services | Rush Truck Centers | Emergency Service Repairs for Public Safety Vehicles | Within FY24 Budgetary Appropriations |

**Vendor Evaluated Source Memo Details:**

|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
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| Vendor:              | People Ready Inc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Department:          | Public Services: Sanitation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Description:         | Sanitation/Streets Division Temporary Labor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Requested Amount:    | \$300,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Policy Requirements: | <p><b>Comprehensive review of all available competitive sources and all other applicable competitive considerations:</b><br/>People Ready Inc. is the only temporary labor provider in the city limits.<br/>Other possible vendors contacted:</p> <ol style="list-style-type: none"><li>1. Goodwill Apopka Job Connection Center does not provide contract labor.</li><li>2. A2Z Global Staffing whose listed phone number is no longer in service and they have no website.</li><li>3. Labor Worx does not provide sanitation workers.</li><li>4. HH Staffing does not provide sanitation workers.</li><li>5. Labor Finders in Orlando (407-843-5050) does not provide sanitation workers.</li></ol> <p>The Solid Waste Manager has never received a sales call from another temporary agency that provide outside labor jobs, other than People Ready Inc., in the last 9 years.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Policy Requirements: | <p><b>Proven quality differences and proximity of supplier:</b><br/>People Ready Inc. has proven to reliably provide temporary workers for Streets and Sanitation Divisions for years in a grueling job that is not easily filled. They also provide solid waste specific training to the workers. Labor Ready is located at 717 S. OBT which is within 10 minutes of Public Services. The close proximity of their location is a key benefit that facilitates quick service for workers on short notice and ease of transportation for the workers, a benefit that promotes lower turn over by the temp workers.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Policy Requirements: | <p><b>Justification/Documentation clearly defining why it is in the best interest of the City not to obtain quotes with each purchase and/or why this vendor:</b><br/>The Sanitation Division typically uses four temporary laborers, but can be from two to eight temporary laborers per day on an ongoing basis. Getting daily quotes for temporary labor would be burdensome and time-consuming and preclude the flexibility benefit of using a temporary service.<br/>The work required of these workers is very grueling and untried workers often fail to perform. People Ready Inc. has a lot of experience as the primary labor provider for the City of Apopka. People Ready Inc. also provides these services for Waste Management Inc., which provides solid waste services for Orange County in the Apopka area. People Ready Inc. has a proven record of providing workers that can perform in this environment. The level of staff training provided, the proximity of the location to Public Services, and the proven reliability and performance provide value that would not likely be overcome by a slightly lower price if it were found. This service is critical to providing solid waste service and it is used on an ongoing and daily basis. The research indicates Apopka Goodwill Job Connects, A2Z Global Staffing, HH Staffing, Laborworx and Labor Ready do not provide temporary sanitation workers.</p> |

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|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vendor:              | Rush Truck Centers                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Department:          | Public Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Description:         | Emergency Service Repairs for Public Safety Vehicles                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Requested Amount:    | Within FY24 Budgetary Appropriations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Policy Requirements: | <p><b>Comprehensive review of all available competitive sources and all other applicable competitive considerations:</b></p> <p>During the most recent emergency repair of three ambulances, the following three vendors were contacted:</p> <p>AAMCO Transmission &amp; Total Car Care<br/>Trans Diesel of Central Florida<br/>Rush Truck Centers</p> <p>Both AAMCO transmission &amp; Total Car Care and Trans Diesel of Central Florida were unable to immediately respond to the ambulance repairs or did not have the facilities to service all three ambulances. It is imperative for emergency vehicles to have a quick turnaround time for repairs to keep the departments operational. When selecting a vehicle repair service provider, staff must consider the following before a vendor is selected:</p> <ul style="list-style-type: none"> <li>• Manpower/staffing</li> <li>• Size of facilities</li> <li>• Equipment capabilities</li> <li>• Supply of parts</li> <li>• Priority and scheduling</li> </ul> <p>These items are considered before pricing, due to the vehicle needing to be delivered/towed to assess the repairs before pricing can be provided.</p> |
| Policy Requirements: | <p><b>Proven quality differences and proximity of supplier:</b></p> <p>Rush Truck Centers is being requested as an evaluated source for emergency public safety vehicle repairs due to the following:</p> <ul style="list-style-type: none"> <li>• Ability to prioritize the city's vehicles.</li> <li>• Same day express services.</li> <li>• Mobile and on-site service capability.</li> <li>• Large repair facility allows for heavy duty vehicles.</li> <li>• Large repair facility is capable of receiving multiple large vehicles to be serviced simultaneously.</li> <li>• Heavy equipment hydraulic lifts, essential for the repairs on larger ford vehicles and ambulances.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Policy Requirements: | <p><b>Justification/Documentation clearly defining why it is in the best interest of the City not to obtain quotes with each purchase and/or why this vendor:</b></p> <p>The fleet division requires a mechanical repair service provider that is able to respond to immediate emergency repair services for public safety vehicles. It is imperative for emergency vehicles to have a quick turnaround time for repair to keep the departments operational.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

**FUNDING SOURCE:**

Approved FY24 budget

**RECOMMENDED MOTION:**

Approve the issuance of blanket purchase orders to the referenced vendors, not to exceed budgetary appropriations.

**ATTACHMENTS:**

None



## City of Apopka CITY COUNCIL STAFF REPORT

**Section:** CONSENT (Action Item)

**Item #:** 7.

**Meeting Date:** November 1, 2023

**Department:** Finance Department

**SUBJECT:**

Authorize the execution of piggyback contracts for the assigned terms: Galls LLC and all awarded vendors through the Florida Sheriffs Association of Counties and Florida Fire Chiefs Association.

**REQUEST:**

Authorize the execution of piggyback contract for the assigned terms.

**SUMMARY:**

The department purchases various commodities in its daily operations, including equipment, tooling, and services throughout the year. A piggyback contract can be executed via another entity's agreement when the items or services have already been bid by other governmental agencies or special co-operative agreements, provided such contracts are the result of a competitive bidding process and all terms and conditions are the same. This method provides for the most efficient method of purchase or best cost savings for the quantities that are being utilized. These contracts are also encouraged when applicable for operational proficiencies and to minimize staff processing time. Contractual information is kept on record with each purchase order issued.

Per Purchasing Policy 107.3.17 - Piggyback Contracts:

Piggyback contracts will only be authorized during the period of time that the original contract is active and has not expired (if the original contract expires or terminates, so shall the piggyback contract). The Department Director or designee must review and confirm potential piggyback contracts for applicability and scope. The request for utilizing a piggyback contract must be submitted to the Finance Department for purchasing review. Upon approval, the Purchasing Administrator or designee shall submit their review to the City Attorney for final approval. Contracts that are over \$50,000 will also require City Council approval. Multi-Year Piggybacks: if determined to be over \$50,000 and once authorized by City Council, if the dollar amount allotted in the fiscal year budget is available for the services or commodities, it will not require additional City Council approval.

Below is a full listing of the piggyback contracts that are being requested by; department submittal, vendor, description, source, and expiration dates.

|                  |                          |
|------------------|--------------------------|
| Department:      | Fire Department          |
| Vendor:          | Galls, LLC               |
| Description:     | Uniforms                 |
| Source:          | Broward Sheriff's Office |
| Bid/Contract #:  | 23013AG                  |
| Expiration Date: | August 16, 2026          |
| Renewals:        | Yes                      |

Department: Citywide  
Vendor: All Awarded Vendors (Attached)  
Source: The Florida Sheriffs Association of Counties and Florida Fire Chiefs Association

Bid/Contract #: FSA23 - VEF17.0: Fire & Rescue Vehicles, Boats & Equipment.  
FSA22 - PWR1.0: Electric Vehicle (EV) Charging, Other Power Stations, Other  
Related Equipment & Software  
FSA23 - VEL31.0: Pursuit, Administrative, & Other Vehicles  
FSA23 - VEH21.0: Heavy Trucks & Buses  
FSA23 - EQU21.0: Equipment

Expiration Date: FSA23 - VEF17.0: March 31, 2025, renewal option available.  
FSA22 - PWR1.0: June 30, 2024, renewal option available.  
FSA23 - VEL31.0: September 30, 2024, renewal option available.  
FSA23 - VEH21.0: September 30, 2024, renewal option available.  
FSA23 - EQU21.0: March 31, 2025, renewal option available.

**FUNDING SOURCE:**

As authorized, adopted, and per the appropriated fiscal year budgetary funding within each departmental budget.

**RECOMMENDED MOTION:**

Authorize the execution of piggyback contracts per the assigned terms.

**ATTACHMENTS:**

1. FSA Master Awarded Vendor List

| Awarded Vendor                                 | Active on Contract                        | Sales Contact    | Email                                                                          | City             | State | Phone Number   |
|------------------------------------------------|-------------------------------------------|------------------|--------------------------------------------------------------------------------|------------------|-------|----------------|
| ACF Standby Systems                            | Equipment                                 | Carlos Acetuno   | C.Aceituno@acfpower.com                                                        | Tampa            | FL    | (407) 450-5393 |
| Alamo Group Texas LLC                          | Equipment                                 |                  | bids@alamo-group.com                                                           | Seguin           | TX    | (830) 372-9637 |
| All Roads Kenworth, LLC.                       | Equipment                                 | Michael Crawford | mcrawford@allroadstrucks.com                                                   | Dundalk          | MD    | (352) 427-5462 |
| All Roads Kenworth, LLC.                       | Heavy Trucks & Buses                      | Michael Crawford | mcrawford@allroadstrucks.com                                                   | Dundalk          | MD    | (352) 427-5462 |
| All Traffic Solutions, Inc.                    | Equipment                                 |                  | contracts@alltrafficsolutions.com                                              | State College    | PA    | (814) 237-9005 |
| Alligator Alley Harley-Davidson                | Pursuit, Administrative, & Other Vehicles | Scott Otton      | stephen@alligatoralleyharley.com                                               | Sunrise          | FL    | 954 7935167    |
| Alta Construction Equipment Florida, LLC       | Equipment                                 | K. Gray          | kgray@altaequipfl.com                                                          | Tampa            | FL    | (813) 391-8159 |
| Ameri-Recreational Sports, LLC                 | Equipment                                 | T. Bond          | tbond@arspowersports.com                                                       | Okeechobee       | FL    | (863) 467-0900 |
| America Wild LLC                               | Pursuit, Administrative, & Other Vehicles | Chris Warren     | chris@reconpowerbikes.com                                                      | Fort Wayne       | IN    | 888 4852589    |
| ARI Phoenix, Inc.                              | Equipment                                 | Tekla Goodwin    | teklagoodwin@ari-hetra.com                                                     | Lebanon          | OH    | (513) 229-3750 |
| AssetWorks Inc formerly Trapeze Software       | Electric Vehicle Charging                 | John Crane       | <a href="mailto:john.crane@assetworks.com">john.crane@assetworks.com</a>       |                  |       | (484) 801-0317 |
| ATMAX Equipment Co.                            | Equipment                                 |                  | anneg@mowermax.com                                                             | Tampa            | FL    | (813) 634-1111 |
| Bachrodt FT, LLC dba Palmetto Ford of Miami    | Heavy Trucks & Buses                      | Charlie Rodgers  | croders@palmettofordtrucks.com                                                 | Miami            | FL    | (305) 470-1334 |
| Bachrodt FT, LLC dba Palmetto Ford of Miami    | Pursuit, Administrative,                  | Charlie Rodgers  | croders@palmettofordtrucks.com                                                 | Miami            | FL    | 305 4701334    |
| BBA PUMPS                                      | Equipment                                 | J. Booth         | jbooth@bbapumps.com                                                            | North Charleston | SC    | (843) 849-3676 |
| Beck Chrysler Dodge Jeep                       | Equipment                                 |                  | contractinfo@beckfleet.com                                                     | palatka          | FL    | (386) 937-9394 |
| Blink Network LLC*                             | Electric Vehicle Charging                 | Amy Dobrikova    | <a href="mailto:adobrikova@blinkcharging.com">adobrikova@blinkcharging.com</a> |                  |       |                |
| Bozard Ford *                                  | Heavy Trucks & Buses                      | Jeffrey Eason    | jeason@bozard.com                                                              | St. Augustine    | FL    | (904) 436-6321 |
| Bozard Ford                                    | Pursuit, Administrative,                  | Jeffrey Eason    | jeason@bozard.com                                                              | St. Augustine    | FL    | 904 4366321    |
| Broyhill Equipment LLC                         | Heavy Trucks & Buses                      | Tammy Steemken   | accounting@broyhill.com                                                        | Dakota City      | NE    | (402) 987-3412 |
| Bush Hog LLC                                   | Equipment                                 | Jill             | jill@manufacturerssolutionsteam.com                                            | Selma            | AL    | (334) 874-2700 |
| Carswell Distributing Company                  | Equipment                                 |                  | amoss@carswelldist.com                                                         | Winston-Salem    | NC    | (678) 951-5732 |
| Certified Lift Installation & Maintenance Corp | Equipment                                 |                  | PJSTERN@LIFTNOW.COM                                                            | Yorktown Heights | NY    | (914) 424-3479 |
| Chrysler Dodge Jeep Ft Walton Beach            | Pursuit, Administrative,                  | Eric Jore        | ejore@steponeauto.com                                                          | Ft. Walton Beach | FL    | 407 2345116    |
| Clark Equipment Company                        | Equipment                                 | Barry Hanson     | barry.hanson@doosan.com                                                        | West Fargo       | ND    | (701) 241-8793 |
| Container Systems & Equipment Co., Inc.        | Equipment                                 | William Young    | byoung@containersys.com                                                        | Daytona Beach    | FL    | (386) 253-5555 |
| Container Systems & Equipment Co., Inc.        | Heavy Trucks & Buses                      | William Young    | byoung@containersys.com                                                        | Daytona Beach    | FL    | (386) 253-5555 |
| Crimson Technology Products, LLC               | Equipment                                 | Stacia Certer    | scarter@crimsontechnologyproducts.com                                          | Apopka           | FL    | 4074944435     |
| Cumberland International Trucks of Florida     | Heavy Trucks & Buses                      | Chuck Calhoun    | ccalhoun@cltte.com                                                             | Orlando          | FL    | (407) 849-6440 |
| DeLand Truck Center, Inc.                      | Equipment                                 | Howard Williams  | howard@delandtruckcenter.com                                                   | DeLand           | FL    | (386) 734-8740 |
| DeLand Truck Center, Inc.                      | Heavy Trucks & Buses                      | Howard Williams  | howard@delandtruckcenter.com                                                   | DeLand           | FL    | (386) 734-8740 |
| Dobbs Equipment, LLC                           | Equipment                                 | Dave Walsch      | dave.walsh@dobbsequipment.com                                                  | Fort Myers       | FL    | (239) 334-3627 |
| Duke Equipment, Inc                            | Equipment                                 |                  | SteveR@floridaforklift.com                                                     | Tampa            | FL    | (813) 422-0462 |
| Duval Ford LLC                                 | Heavy Trucks & Buses                      | Richard Tackett  | richard.tackett@duvalfleet.com                                                 | Jacksonville     | FL    | (904) 388-2144 |
| Duval Ford LLC                                 | Pursuit, Administrative,                  | Richard Tackett  | richard.tackett@duvalfleet.com                                                 | Jacksonville     | FL    | 904 3882144    |
| EFE, INC                                       | Equipment                                 |                  | cvaughn@evergladesfarmequipment.com                                            | Wellington       | FL    | (561) 897-0693 |

| Awarded Vendor                                | Active on Contract        | Sales Contact    | Email                                                                                      | City               | State | Phone Number   |
|-----------------------------------------------|---------------------------|------------------|--------------------------------------------------------------------------------------------|--------------------|-------|----------------|
| Embankscape Equipment LLC                     | Equipment                 | J. Korthals      | <a href="mailto:jkorthals@rcmowersus.com">jkorthals@rcmowersus.com</a>                     | Suamico            | WI    | (480) 848-8904 |
| Emergency Vehicles, Inc. (EVI)                | Fire & Rescue Vehicles,   | Lee Potter       | <a href="mailto:lee@evi-fl.com">lee@evi-fl.com</a>                                         |                    |       |                |
| Energreen America Inc                         | Equipment                 | Larry Katzer     | <a href="mailto:larry.katzer@energgreenamerica.com">larry.katzer@energgreenamerica.com</a> | Aiken              | SC    | (706) 724-4739 |
| Environmental Products Group, Inc.            | Equipment                 |                  | <a href="mailto:chaase@myepg.com">chaase@myepg.com</a>                                     | Apopka             | FL    | (407) 798-0004 |
| ETR, L.L.C.                                   | Fire & Rescue Vehicles,   | Jerry Michaluk   | <a href="mailto:jerry@etrllc.org">jerry@etrllc.org</a>                                     |                    |       |                |
| ETR, L.L.C.                                   | Pursuit, Administrative,  | Jerry Michaluk   | <a href="mailto:jerry@etrllc.org">jerry@etrllc.org</a>                                     | Altamonte Springs  | FL    | (407) 339-6737 |
| Evervac Equipment                             | Equipment                 | Austen Everett   | <a href="mailto:Aeverett@Evervacfl.com">Aeverett@Evervacfl.com</a>                         | Tampa              | FL    | (352) 213-7675 |
| Excellance, Inc                               | Fire & Rescue Vehicles,   | Christina Biller | <a href="mailto:christina@excellance.com">christina@excellance.com</a>                     |                    |       |                |
| Federal Contracts Corp                        | Equipment                 |                  | <a href="mailto:info@federalcontractscorp.com">info@federalcontractscorp.com</a>           | Tampa              | FL    | (813) 631-0000 |
| Florida Coast Equipment, Inc.                 | Equipment                 | J. Moreno        | <a href="mailto:jmoreno@floridacoasteq.com">jmoreno@floridacoasteq.com</a>                 | West Palm Beach    | FL    | (561) 209-2705 |
| Florida Kenworth, LLC                         | Heavy Trucks & Buses      | Matthew Peterson | <a href="mailto:Matt.Peterson@csmttruck.com">Matt.Peterson@csmttruck.com</a>               | Orlando            | FL    | (407) 864-7071 |
| Florida Transportation Systems, Inc.          | Heavy Trucks & Buses      | Robert Frick     | <a href="mailto:rfrick@fts4buses.com">rfrick@fts4buses.com</a>                             | Tampa              | FL    | (813) 980-0174 |
| Ford Crestview                                | Pursuit, Administrative,  | Eric Jore        | <a href="mailto:ejore@steponeauto.com">ejore@steponeauto.com</a>                           | Crestview          | FL    | 407 2345116    |
| Ford Motor Company dba Ford Pro Charging*     | Electric Vehicle Charging | Gabe de Paz      | <a href="mailto:proposals@groups.ford.com">proposals@groups.ford.com</a>                   |                    |       |                |
| Garber Chevrolet Buick GMC, Inc.              | Pursuit, Administrative,  | Ryan Davis       | <a href="mailto:garberfleet@garberautomall.com">garberfleet@garberautomall.com</a>         | Green Cove Springs | FL    | 904 2642442    |
| Garber Chrysler Dodge Truck, Inc.             | Pursuit, Administrative,  | Ryan Davis       | <a href="mailto:rdavis@garberautomall.com">rdavis@garberautomall.com</a>                   | Green Cove Springs | FL    | 904 2642442    |
| Garber Ford Inc                               | Pursuit, Administrative,  | Ryan Davis       | <a href="mailto:rdavis@garberautomall.com">rdavis@garberautomall.com</a>                   | Green Cove Springs | FL    | 904 2642442    |
| GATORMOTO UTILITY VEHICLES AND MORE LLC       | Fire & Rescue Vehicles,   | Brett Jackrel    | <a href="mailto:bjackrel@motoelectricvehicles.com">bjackrel@motoelectricvehicles.com</a>   |                    |       |                |
| Genserve LLC                                  | Equipment                 |                  | <a href="mailto:rspence@genserveinc.com">rspence@genserveinc.com</a>                       | Coral Springs      | FL    | (954) 909-2851 |
| Genset Services, Inc.                         | Equipment                 |                  | <a href="mailto:mpalmer@gensetservices.com">mpalmer@gensetservices.com</a>                 | Pompano Beach      | FL    | (954) 956-9252 |
| Glade & Grove Supply Co LLC                   | Equipment                 |                  | <a href="mailto:kenh@gladeandgrove.com">kenh@gladeandgrove.com</a>                         | Belle Glade        | FL    | (561) 996-3095 |
| Gravois Aluminum Boats, LLC DBA Metal Shark B | Fire & Rescue Vehicles,   | Dean Jones       | <a href="mailto:djones@metalsarkboats.com">djones@metalsarkboats.com</a>                   |                    |       |                |
| Great Southern Equipment (Company)            | Equipment                 |                  | <a href="mailto:rferwerda@gsequipment.net">rferwerda@gsequipment.net</a>                   | Tampa              | FL    | (813) 248-4971 |
| Green Thumb Palm Beach                        | Equipment                 |                  | <a href="mailto:jmiller@greenthumbpalmbeach.com">jmiller@greenthumbpalmbeach.com</a>       | West Palm Beach    | FL    | (561) 333-2355 |
| HD Hyundai Infracore North America LLC        | Equipment                 | Randy Shearin    | <a href="mailto:randy.shearin@hhi-di.com">randy.shearin@hhi-di.com</a>                     | Suwanee            | GA    | (678) 714-6660 |
| Holland Pump Company                          | Equipment                 |                  | <a href="mailto:eugene@hollandpump.com">eugene@hollandpump.com</a>                         | West Palm Beach    | FL    | (561) 697-3333 |
| Humdinger Equipment, Ltd.                     | Equipment                 |                  | <a href="mailto:chad@humdingerequipment.com">chad@humdingerequipment.com</a>               | Lubbock            | TX    | (806) 771-9944 |
| Hydra Service (S), Inc.                       | Equipment                 |                  | <a href="mailto:kheller@hydraservice.net">kheller@hydraservice.net</a>                     | Debary             | FL    | (407) 625-1388 |
| Industrial Truck & Equipment, LLC             | Equipment                 |                  | <a href="mailto:ap-warranty@tampacrane.com">ap-warranty@tampacrane.com</a>                 | Tampa              | FL    | (813) 246-5510 |
| Industrial Truck & Equipment, LLC             | Equipment                 |                  | <a href="mailto:BLAKE@TRUCKSANDPARTS.COM">BLAKE@TRUCKSANDPARTS.COM</a>                     | Tampa              | FL    | (813) 247-6637 |
| Innovative Equipment Services 2 LLC           | Equipment                 | Michael Cabera   | <a href="mailto:Michael.Cabrera@CASEpowered.com">Michael.Cabrera@CASEpowered.com</a>       | Hialeah Gardens    | FL    | (786) 774-3284 |
| Jet-Vac Equipment Company, LLC                | Equipment                 |                  | <a href="mailto:hilary@jet-vac.com">hilary@jet-vac.com</a>                                 | Sumter             | SC    | (803) 494-4430 |
| JOBBER'S EQUIPMENT WAREHOUSE INC              | Equipment                 |                  | <a href="mailto:SUPPORT@JOBBERSMIAMI.COM">SUPPORT@JOBBERSMIAMI.COM</a>                     | Miami              | FL    | (305) 592-8730 |
| K&K Systems, Inc.                             | Equipment                 |                  | <a href="mailto:wkasal@k-systems.com">wkasal@k-systems.com</a>                             | Tupelo             | MS    | (662) 372-0164 |
| Kelly Tractor Co                              | Equipment                 | Greg Bennett     | <a href="mailto:greg_bennett@kellytractor.com">greg_bennett@kellytractor.com</a>           | Miami              | FL    | (305) 592-5360 |
| Kenworth of Jacksonville                      | Heavy Trucks & Buses      | Ed Costello      | <a href="mailto:edcostello@kwjax.com">edcostello@kwjax.com</a>                             | Jacksonville       | FL    | (904) 739-2296 |
| Knapheide Truck Equipment Center              | Equipment                 |                  | <a href="mailto:TREID@KNAPHEIDE.COM">TREID@KNAPHEIDE.COM</a>                               | Orlando            | FL    | (727) 710-0042 |



| Awarded Vendor                                | Active on Contract        | Sales Contact     | Email                                                                    | City            | State | Phone Number   |
|-----------------------------------------------|---------------------------|-------------------|--------------------------------------------------------------------------|-----------------|-------|----------------|
| Linder Industrial Machinery                   | Equipment                 | Lance Boutcher    | Lance.Boutcher@Linder.com                                                | Orlando         | FL    | (407) 849-6560 |
| Love Power Equipment, Inc                     | Equipment                 | Ed Gurry          | ed.gurry@lovepowerequipment.com                                          | Homosassa       | FL    | (352) 388-7900 |
| Matthews Bus Alliance Inc.                    | Heavy Trucks & Buses      | Glenn Matthews    | bids@matthewsbusesflorida.com                                            | Orlando         | FL    | (407) 717-3736 |
| McKibben Motorsports LP, Inc                  | Equipment                 | Casey McKibben    | casey.mckibben@mckibbencorp.com                                          | Sebring         | FL    | (863) 676-2245 |
| McKibben Motorsports, Inc                     | Equipment                 | Mike Reed         | mike.reed@mckibbenps.com                                                 | LaBelle         | FL    | (863) 675-1464 |
| McKibben Powersports, Inc                     | Equipment                 | Casey McKibben    | caseym@mckibbenps.com                                                    | Lake Wales      | FL    | (863) 676-2245 |
| Menzi USA Sales, INC.                         | Equipment                 |                   | sales@menziusa.com                                                       | Lakeland        | FL    | (863) 603-7979 |
| Mersino Dewatering                            | Equipment                 | Jeb Church        | jed.church@mersino.com                                                   | Lakeland        | FL    | (863) 984-0439 |
| Mid Florida Diesel, Inc                       | Equipment                 |                   | joe@midfloridadiesel.com                                                 | Bartow          | FL    | 8635190107     |
| Model 1 Commercial Vehicles                   | Heavy Trucks & Buses      | Nick Corley       | biddepartment@creativebussales.com                                       | Chino           | CA    | (678) 428-3356 |
| Mullinax Ford of Central Florida              | Pursuit, Administrative,  | Jim Finchen       | jfinchen@mullinaxford.com                                                | Apopka          | FL    | 407 8897600    |
| MWI pumps                                     | Equipment                 |                   | garye@mwipumps.com                                                       | Ft Lauderdale   | FL    | (954) 635-7291 |
| Nacarato Trucks General Partnership           | Heavy Trucks & Buses      | Pat Daily         | patton.ahumada@nacarato.com                                              | West Palm Beach | FL    | (561) 406-7214 |
| National Equipment Dealers, LLC               | Equipment                 |                   | swoody@nedealers.com                                                     | Lexington       | NC    | (919) 291-5737 |
| National Lift Truck Service                   | Equipment                 | Istvan Gerlach    | igerlach@nltsuperstore.com                                               | Pompano Beach   | FL    | (754) 224-9100 |
| Nationwide Haul, LLC                          | Equipment                 | Pablo Rodriguez   | pablo@nationwidehaul.com                                                 | Pompano Beach   | FL    | (305) 632-1017 |
| Nextran Truck Centers                         | Heavy Trucks & Buses      | Anthony Abatecola | aabatecola@nextranusa.com                                                | Jacksonville    | FL    | (954) 793-7010 |
| North America Fire Equipment Company, Inc.    | Fire & Rescue Vehicles,   | Doris Thrasher    | <a href="mailto:doris.thrasher@nafeco.com">doris.thrasher@nafeco.com</a> |                 |       |                |
| Nuvve Holding Corp. *                         | Electric Vehicle Charging | Tiffany Hammond   | <a href="mailto:thammond@nuvve.com">thammond@nuvve.com</a>               |                 |       |                |
| Open Access Technology International (OATI) * | Electric Vehicle Charging | Jerry Dempsey     | <a href="mailto:proposals@oati.net">proposals@oati.net</a>               |                 |       |                |
| Orlando Freightliner                          | Heavy Trucks & Buses      | Bob Scharpnick    | bscharpnick@orlandofreightliner.com                                      | Apopka          | FL    | (407) 295-3846 |
| PACE Inc.                                     | Equipment                 |                   | jasonf@pacelink.com                                                      | Lakeland        | FL    | (813) 748-1538 |
| Pantropic Power                               | Equipment                 | Greg Bennett      | greg_bennett@pantropic.com                                               | Miami           | FL    | (305) 592-4944 |
| Pat's Pump & Blower                           | Equipment                 |                   | patspump@aol.com                                                         | Orlando         | FL    | 4078417867     |
| Peterson's Harley-Davidson of Miami LLC       | Pursuit, Administrative,  | Ccoor Torrence    | christyt@petersonsharley.com                                             | Miami           | FL    | 305 6514811    |
| Phoenix Motorcars Leasing LLC                 | Heavy Trucks & Buses      | Jose Paul         | elenac@phoenixmotorcars.com                                              | Anaheim         | CA    | (909) 987-0815 |
| Rechtien International Trucks                 | Equipment                 | Carlos Curlin     | ccorrea@rechtien.com                                                     | Miami           | FL    | (954) 957-8390 |
| Rechtien International Trucks                 | Heavy Trucks & Buses      | Carlos Curlin     | ccorrea@rechtien.com                                                     | Miami           | FL    | (954) 957-8390 |
| REV RTC                                       | Fire & Rescue Vehicles,   | Dee Daniels       | <a href="mailto:dee.daniels@revrtc.com">dee.daniels@revrtc.com</a>       |                 |       |                |
| Rhino Ag LLC                                  | Equipment                 |                   | eschardt@rhinoag.com                                                     | Gibson City     | IL    | (217) 200-9452 |
| Ridge Equipment Co., Inc.                     | Equipment                 |                   | sbradley@ridge-equipment.com                                             | Sebring         | FL    | (863) 382-4157 |
| RIGHT TRAILERS, INC.                          | Equipment                 |                   | RIGHTTRAILERS@AOL.COM                                                    | Lakeland        | FL    | (863) 667-4448 |
| Ring Power Corporation                        | Equipment                 | Sarah Griffith    | sarah.griffith@ringpower.com                                             | Jacksonville    | FL    | (904) 737-7730 |
| Ring Power Corporation                        | Fire & Rescue Vehicles,   | Jay Lusk          | <a href="mailto:jay.lusk@ringpower.com">jay.lusk@ringpower.com</a>       |                 |       |                |
| Rush Truck Centers of Florida, Inc.           | Heavy Trucks & Buses      | Wade Bosarge      | canadinep@rushenterprises.com                                            | Tampa           | FL    | (813) 559-2324 |
| SBL Freightliner, LLC                         | Heavy Trucks & Buses      | Donald Maher      | dmaher@freightlinerfl.com                                                | Pompano Beach   | FL    | (954) 545-1017 |
| Seminole Toyota                               | Pursuit, Administrative,  | Sam Numte         | sbunte@vtaig.com                                                         | Sanford         | FL    | 407 3028863    |

| Awarded Vendor                            | Active on Contract        | Sales Contact      | Email                                                                                            | City             | State | Phone Number   |
|-------------------------------------------|---------------------------|--------------------|--------------------------------------------------------------------------------------------------|------------------|-------|----------------|
| Siemens Industry Inc *                    | Electric Vehicle Charging | Philip Garces      | <a href="mailto:philip.garces@siemens.com">philip.garces@siemens.com</a>                         |                  |       |                |
| South Florida Emergency Vehicles LLC.     | Fire & Rescue Vehicles,   | Kevin Burke        | <a href="mailto:kburke@sflev.com">kburke@sflev.com</a>                                           |                  |       |                |
| Southern Sewer Equipment Sales            | Equipment                 |                    | <a href="mailto:info@southernsewer.com">info@southernsewer.com</a>                               | Fort Pierce      | FL    | (772) 595-6940 |
| Southern States ToyotaLift                | Equipment                 | Shane Polson       | <a href="mailto:spolson@sstlift.com">spolson@sstlift.com</a>                                     | Jacksonville     | FL    | (904) 588-8857 |
| Southern States ToyotaLift                | Heavy Trucks & Buses      | Shane Polson       | <a href="mailto:spolson@sstlift.com">spolson@sstlift.com</a>                                     | Jacksonville     | FL    | (904) 588-8857 |
| Starke Motorcars, LLC                     | Pursuit, Administrative,  | Richard Tackett    | <a href="mailto:richard.tackett@duvalfleet.com">richard.tackett@duvalfleet.com</a>               | Starke           | FL    | 904 3882144    |
| Step One Automotive                       | Pursuit, Administrative,  | Eric Jore          | <a href="mailto:ejore@steponeauto.com">ejore@steponeauto.com</a>                                 | Crestview        | FL    | 407 2345116    |
| Stingray Chevrolet                        | Pursuit, Administrative,  | Peter Popiel       | <a href="mailto:magicpeterfleet@gmail.com">magicpeterfleet@gmail.com</a>                         | Plant City       | FL    | 407 2217600    |
| Striping Service and Supply, LLC.         | Equipment                 | Mike Caffrey       | <a href="mailto:mcaffrey@aramsco.com">mcaffrey@aramsco.com</a>                                   | Sanford          | FL    | (407) 562-4290 |
| Sun State International Trucks            | Heavy Trucks & Buses      | David Metcalf      | <a href="mailto:dave.metcalf@sunstateintl.com">dave.metcalf@sunstateintl.com</a>                 | Tampa            | FL    | (813) 621-1331 |
| Tampa Truck Center                        | Heavy Trucks & Buses      | Scott Endris       | <a href="mailto:sendris@southporttruck.com">sendris@southporttruck.com</a>                       | Tampa            | FL    | (813) 293-0866 |
| Tampa Truck Center                        | Pursuit, Administrative,  | Scott Endris       | <a href="mailto:sendris@southporttruck.com">sendris@southporttruck.com</a>                       | Tampa            | FL    | 813 2930866    |
| Taylor Power Systems, Inc.                | Equipment                 |                    | <a href="mailto:toddj@taylorpower.com">toddj@taylorpower.com</a>                                 | Clinton          | MS    | (251) 504-1063 |
| Ten-8 Fire & Safety, LLC                  | Heavy Trucks & Buses      | Blake Ebben        | <a href="mailto:cmorgan@ten8fire.com">cmorgan@ten8fire.com</a>                                   | Bradenton        | FL    | (941) 756-7779 |
| Ten-8 Fire & Safety, LLC (Ambulances)     | Fire & Rescue Vehicles,   | Cindy Morgan       | <a href="mailto:cmorgan@ten8fire.com">cmorgan@ten8fire.com</a>                                   |                  |       | 941-756-7779   |
| Ten-8 Fire & Safety, LLC (Fire)           | Fire & Rescue Vehicles,   | Blake Ebben        | <a href="mailto:bebben@ten8fire.com">bebben@ten8fire.com</a>                                     |                  |       | 941-756-7779   |
| Terradyne Armored Vehicles Inc.           | Heavy Trucks & Buses      | Lucus Witzke       | <a href="mailto:lucus.witzke@terradyneinc.com">lucus.witzke@terradyneinc.com</a>                 | Newmarket        | ON    | (905) 895-1010 |
| Terry Taylor's DeLand Nissan, Inc.        | Pursuit, Administrative,  | Howard Williams    | <a href="mailto:howardwilliams@cfl.rr.com">howardwilliams@cfl.rr.com</a>                         | DeLand           | FL    | 386 7343003    |
| Texas Trailers Sales and Service          | Equipment                 | Rick Croft         | <a href="mailto:rick@texastrailersfl.com">rick@texastrailersfl.com</a>                           | Gainesville      | FL    | (352) 378-4756 |
| Texas Underground                         | Equipment                 |                    | <a href="mailto:stan@pipehunter.com">stan@pipehunter.com</a>                                     | Pearland         | TX    | (281) 485-9513 |
| The Lion Electric Co USA Inc *            | Electric Vehicle Charging | Christopher Ralph  | <a href="mailto:christopher.ralph@thelionelectric.com">christopher.ralph@thelionelectric.com</a> |                  |       | (514) 717-3703 |
| The Peterbilt Store South Florida LLC     | Heavy Trucks & Buses      | Andy Hallums       | <a href="mailto:ahallums@thepetestore.com">ahallums@thepetestore.com</a>                         | Ft Lauderdale    | FL    | (954) 584-3200 |
| Thompson Pump & Manufacturing Company Inc | Equipment                 |                    | <a href="mailto:dperry@thompsonpump.com">dperry@thompsonpump.com</a>                             | Port Orange      | FL    | (386) 767-7310 |
| Tom Evans Environmental, Inc.             | Equipment                 |                    | <a href="mailto:ds@tomevans.com">ds@tomevans.com</a>                                             | Lakeland         | FL    | (863) 619-3789 |
| Tradewinds Power Corp.                    | Equipment                 |                    | <a href="mailto:bfenner@tradewindspower.com">bfenner@tradewindspower.com</a>                     | Sebring          | FL    | (225) 360-5009 |
| Tradewinds Power Corp.                    | Equipment                 |                    | <a href="mailto:pstaples@tradewindspower.com">pstaples@tradewindspower.com</a>                   | Miami            | FL    | 8002233289     |
| Treaty Oak Outdoors LLC                   | Pursuit, Administrative,  | Richard Tackett    | <a href="mailto:Richard.tackett@treatyoakcycle.com">Richard.tackett@treatyoakcycle.com</a>       | Jacksonville     | FL    | 904 3436266    |
| TRUCKMAX ISUZU                            | Heavy Trucks & Buses      | Guillermo Chez     | <a href="mailto:MYTRUCKS101@GMAIL.COM">MYTRUCKS101@GMAIL.COM</a>                                 | Homestead        | FL    | (305) 777-9000 |
| TRUCKMAX, INC.                            | Heavy Trucks & Buses      | Guillermo Chez     | <a href="mailto:GCHEZ@TRUCKMAX.COM">GCHEZ@TRUCKMAX.COM</a>                                       | Miami            | FL    | (305) 720-4501 |
| Truckworx Kenworth                        | Heavy Trucks & Buses      | Rebecca Herrington | <a href="mailto:rebeccac@truckworx.com">rebeccac@truckworx.com</a>                               | Defuniak Springs | FL    | (601) 260-2999 |
| Verdek LLC *                              | Electric Vehicle Charging | Zach Hiller        | <a href="mailto:zhiller@verdek.com">zhiller@verdek.com</a>                                       |                  |       | (843) 475-9747 |
| Vermeer Southeast Sales                   | Equipment                 | Mark Miller        | <a href="mailto:markmiller@vermeersoutheast.com">markmiller@vermeersoutheast.com</a>             | Orlando          | FL    |                |
| Vetted Security Solutions                 | Equipment                 |                    | <a href="mailto:lhipskind@vettedsecurity.com">lhipskind@vettedsecurity.com</a>                   | St. Petersburg   | FL    |                |
| Voltrek LLC *                             | Electric Vehicle Charging | Mohammed Faiz      | <a href="mailto:mohammed@voltrek.com">mohammed@voltrek.com</a>                                   |                  |       | (978) 378-0910 |
| Warren Equipment Inc                      | Equipment                 |                    | <a href="mailto:rflavin@warrentrailers.com">rflavin@warrentrailers.com</a>                       | Plant City       | FL    |                |
| WastewaterSolutions,LLC                   | Equipment                 |                    | <a href="mailto:matias@wws-llc.com">matias@wws-llc.com</a>                                       | Boca Raton       | FL    | (646) 765-3799 |
| Wireless Advanced Vehicle Electrification | Electric Vehicle Charging | Jory Peppelaar     | <a href="mailto:jory@waveipt.com">jory@waveipt.com</a>                                           |                  |       | (801) 903-1719 |

| Awarded Vendor                   | Active on Contract | Sales Contact | Email                     | City         | State | Phone Number |
|----------------------------------|--------------------|---------------|---------------------------|--------------|-------|--------------|
| Xylem Dewatering Solutions, Inc. | Equipment          | Glenda Young  | glenda.young@xyleminc.com | Lakeland     | FL    |              |
| Zabatt Power Systems             | Equipment          |               | jeff.burke@zabatt.com     | Jacksonville | FL    |              |

\* Indicates vendor is not a federal or state grant participant.



## City of Apopka CITY COUNCIL STAFF REPORT

**Section:** BUSINESS (Action Item)

**Item #:** 1.

**Meeting Date:** November 1, 2023

**Department:** Public Services

**SUBJECT:**

Approve the Phase 1 Action Plan for the Piedmont Lakes Subdivision involving the removal of dead trees and repairing broken sidewalks, curbs, and aprons

**REQUEST:**

Approve the Phase 1 Action Plan for the Piedmont Lakes Subdivision involving the removal of dead trees and repairing broken sidewalks, curbs, and aprons.

**SUMMARY:**

The FY 23-24 Piedmont Lakes Subdivision Action Plan entails an assessment of trees, sidewalks, curbs, and aprons throughout the subdivision that need to be removed or repaired. The presentation summarizes the locations, costs, and plans on resolving all of the issues found.

**FUNDING SOURCE:**

FY 23-24 Street Improvement Fund 101-3412-541-4600 (Maintenance Tree Removals) of \$216,000.00 and FY 23-24 Street Improvement Fund 101-3412-541-5203 (Sidewalk/Curb Repairs) of \$617,760.00.

**RECOMMENDED MOTION:**

Approve the Piedmont Lakes Subdivision Action Plan for Phase 1 on repairing all of the issues found.

**ATTACHMENTS:**

1. Piedmont Lakes Infrastructure Action Plan

# PIEDMONT LAKES SUBDIVISION

TREES & ASSOCIATED INFRASTRUCTURE

ACTION PLAN

# PIEDMONT LAKES - PRESENTATION TOPICS

- ☐ Historical Perspective
- ☐ Completed Work for FY22-23
- ☐ Action Plan
- ☐ Assessment Methodology FY23-24
- ☐ Assessment for Phases
- ☐ Summary

# PIEDMONT LAKES - TREE HISTORICAL PERSPECTIVE

## Trees Historical Recap

- The trees that were planted along the ROW were not the appropriate size for the confined space between the sidewalk and road. These issues negatively impacted the sidewalk, curb, and driveway aprons.
- The trees are nearing the end of their life span.
- Public Services has been working with the HOA on replanting trees where the trees have been removed. The HOA and Public Services agreed on planting Little Gem Magnolia Trees (\$100) due to the slight impact they will have on the ROW amenities.



# PIEDMONT LAKES - TREE WORK HISTORY FY22-23

## ☐ Trees Removed

### ■ Tree Locations

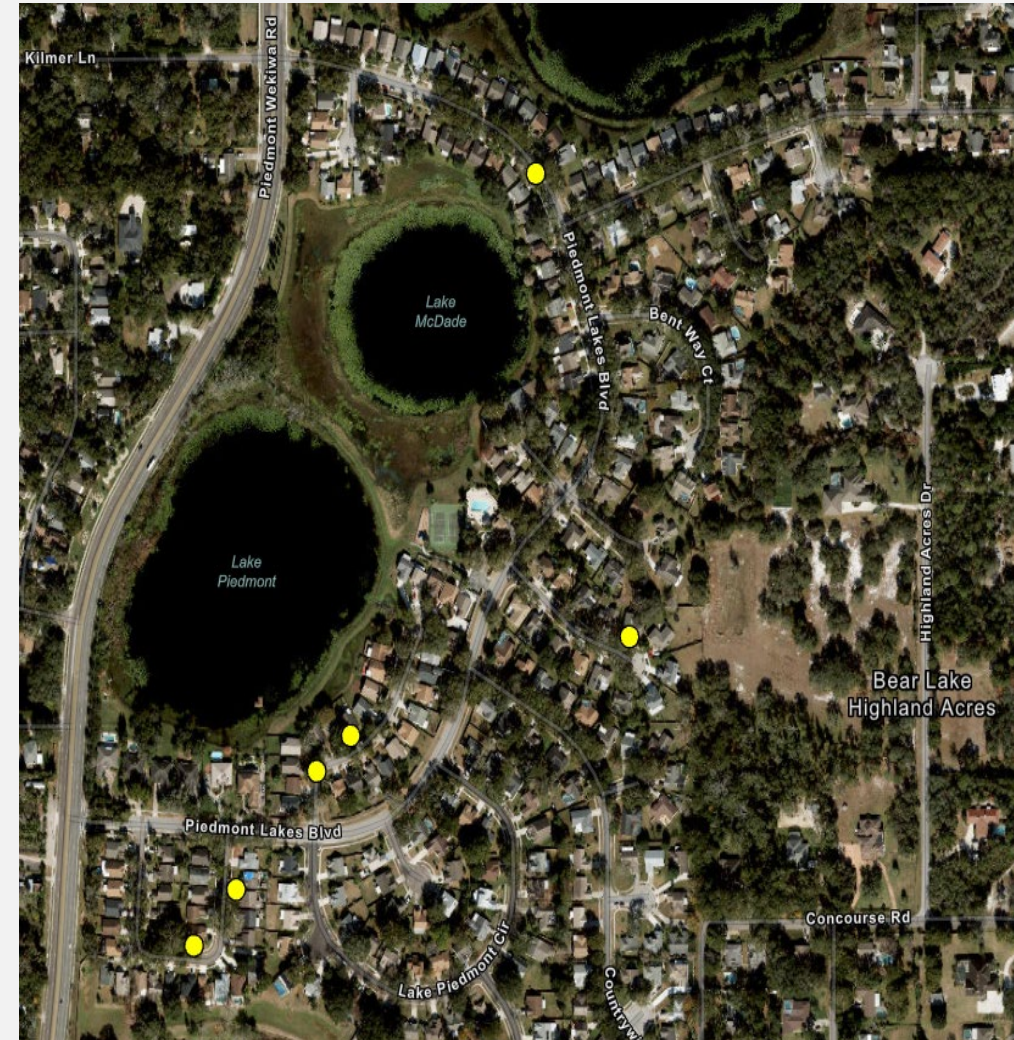
- 1196 & 1188 Crispwood Ct – 2 Tree Removed
- 1235 & 1222 Lake Blue Cir – 2 Tree Removed
- 2432 Piedmont Lakes Blvd – 1 Tree Removed
- 2445 Deermeadow Dr – 1 Tree Removed

### ■ Price (Tree Removal, Stump and Root Grinding)

- 1196 & 1188 Crispwood Ct – \$2,606.95
- 1235 & 1222 Lake Blue Cir – \$2,606.95
- 2432 Piedmont Lakes Blvd – \$915.45
- 2445 Deermeadow Dr – \$915.45

### ■ Total Price: \$7,044.80

☐ **\*Note: sidewalks, aprons, and curbs were not repaired as these are where the trees were removed due to budget. The trees that were removed were ones that were causing immediate safety concerns.**

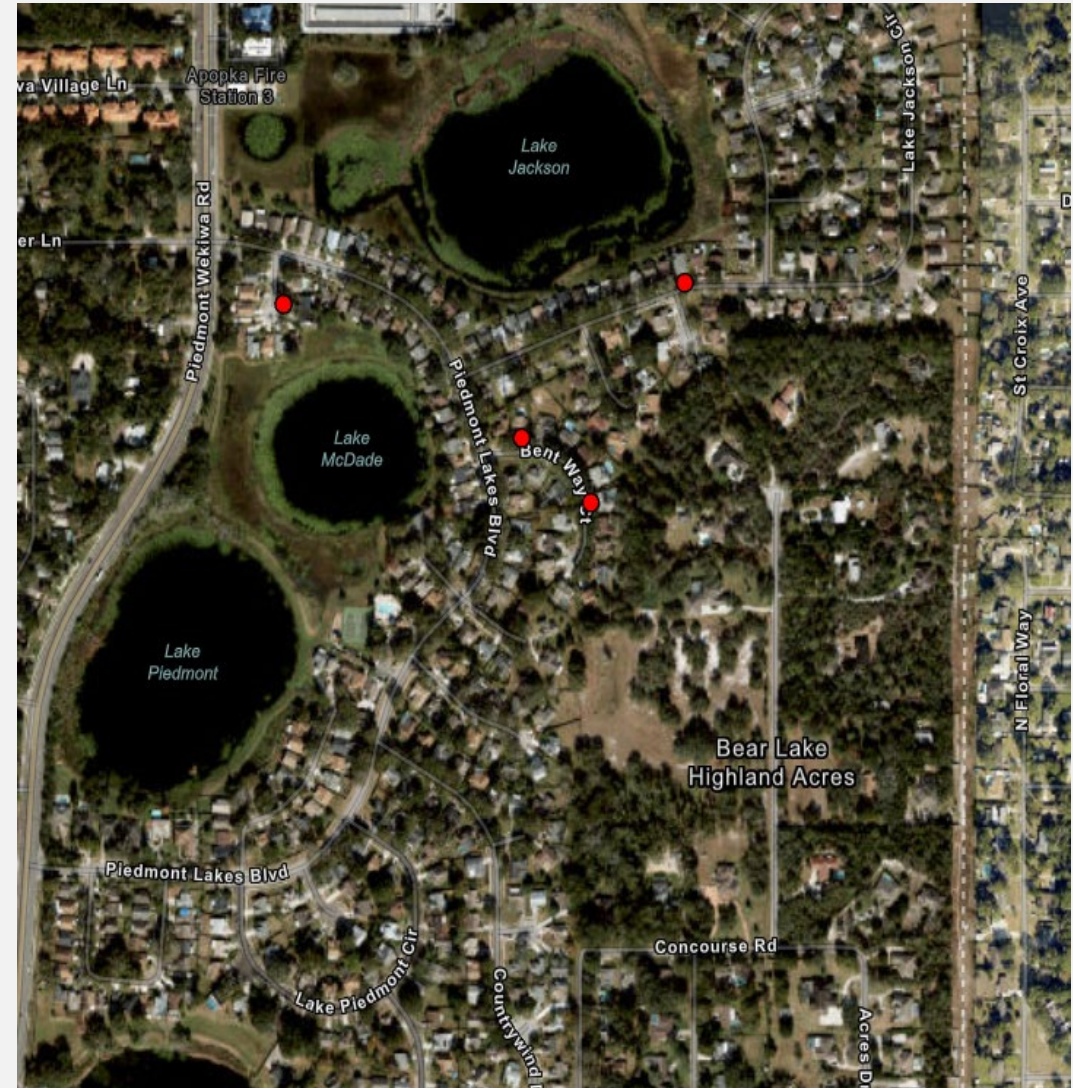




# PIEDMONT LAKES - CONCRETE WORK HISTORY FY22-23

## ☐ Concrete Repairs

- Locations
  - 905 Hyacinth Cove - Apron
  - 1073 & 2441 Bent Way Ct – Apron, Sidewalk, and Curb
  - 2599 Lake Jackson Cir – Apron and Sidewalk
- Price (Apron 6", Sidewalk 4" and Curb)
  - 905 Hyacinth Cove - \$2,626.00
  - 1073 & 2441 Bent Way Ct - \$7,087.00
  - 2599 Lake Jackson Cir - \$2,664.00
- Total Price: \$12,415.00





# PIEDMONT LAKES - FRESHMEADOW CT WORK HISTORY FY22-23

## ☐ Trees Removed

- 923 Freshmeadow Ct – 1 Tree Removed: \$915.45
- 911 Freshmeadow Ct – 1 Tree Removed: \$1,691.50
- 918 Freshmeadow Ct – 1 Tree Removed: \$1,691.50
- Total: \$4,2968.45

## ☐ Concrete Repaired

- Sidewalk 4": \$2,950.00
- Apron 6": \$6104.00
- Curb & Gutter: \$1540.00
- Labor: \$20,160.00
- Total: \$30,754.00

## ☐ Overall Total

- Trees: \$4,2968.45
- Concrete: \$30,754.00
- Total: \$35,052.45





# PIEDMONT LAKES - ACTION PLAN



## Piedmont Lakes Subdivision

- Piedmont Lakes is separated into 4 different phases.
- Each phase will consist of a study of broken sidewalks, curbs, aprons, and dead trees.
- An estimated repair or removal price will be given for each phase.
- Notice will be given to the residents of that phase before construction begins.

# PIEDMONT LAKES - ASSESSMENT METHODOLOGY

## □ Assessment Steps

1. Evaluate all the trees and damaged sidewalks, curbs, and aprons.
2. Remove all the trees that are deemed dead and grind down all the roots and stumps.
3. Repair all the damaged sidewalks, curbs, and aprons.
4. Restore all the areas where the work was performed.
5. Replant trees where they were taken down in FY24-25.

## □ Tree Selection

- Arborist will determine which trees are deemed dead and that need be removed.

## □ Damaged Sidewalk, Curb, and Apron Selection

- City staff walked the whole subdivision assessing and pin-pointing with a GPS device where all the damages are located.

# PIEDMONT LAKES - PRICING

## □ Typical Cost Estimate

### ■ Tree Removal

- Price (Tree Removal, Stump and Root Grinding)
  - 24.1 “ to 36” – \$915.45
  - 36.1 “ to 48” – \$1,691.50

### ■ Sidewalk, Curb, and Apron Repair

- Sidewalk 4”: - \$14.74 SF
- Curb: - \$35.00 LF
- Apron 6”: - \$14.84 SF

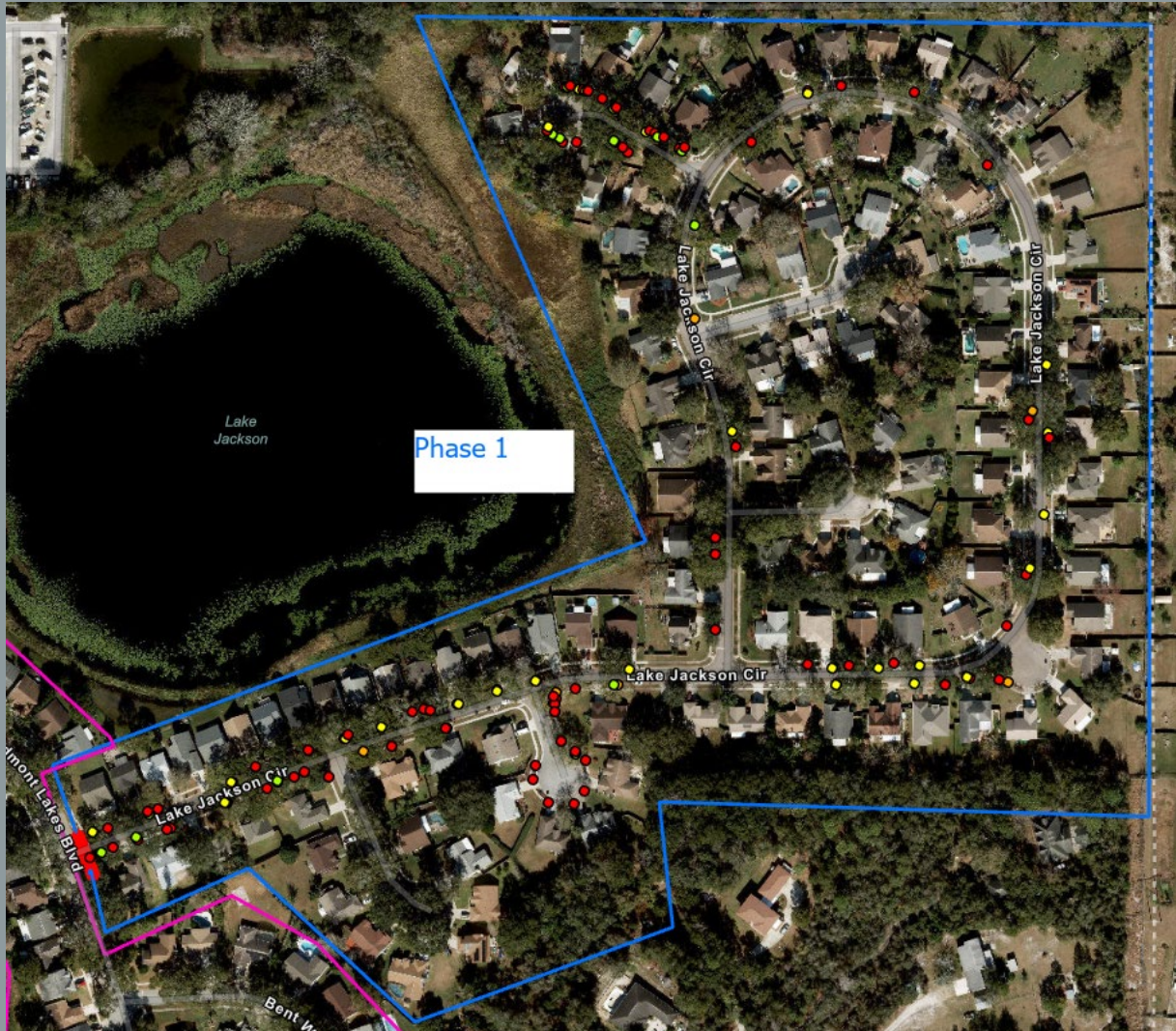


# PIEDMONT LAKES - EXAMPLES





# PIEDMONT LAKES PHASE I - SUMMARY



## Phase I Breakdown

- Number of Broken Sidewalks: 73
- Number of Broken Curbs: 8
- Number of Broke Aprons: 25
- Number of Dead Trees: 19
- Total cost of repair/removal: \$106,543.90
- Contingency by 20%: \$127,852.68



# PIEDMONT LAKES PHASE 2 - SUMMARY



## Phase 2 Breakdown

- Number of Broken Sidewalks: 74
- Number of Broken Curbs: 11
- Number of Broke Aprons: 24
- Number of Dead Trees: 10
- Total cost of repair/removal: \$90,661.80
- Contingency by 20%: \$108,794.16



# PIEDMONT LAKES PHASE 3 - SUMMARY



## Phase 3 Breakdown

- Number of Broken Sidewalks: 60
- Number of Broken Curbs: 10
- Number of Broke Aprons: 27
- Number of Dead Trees: 15
- Total cost of repair/removal: \$100,652.30
- Contingency by 20%: \$120,782.76

# PIEDMONT LAKES PHASE 4 - SUMMARY

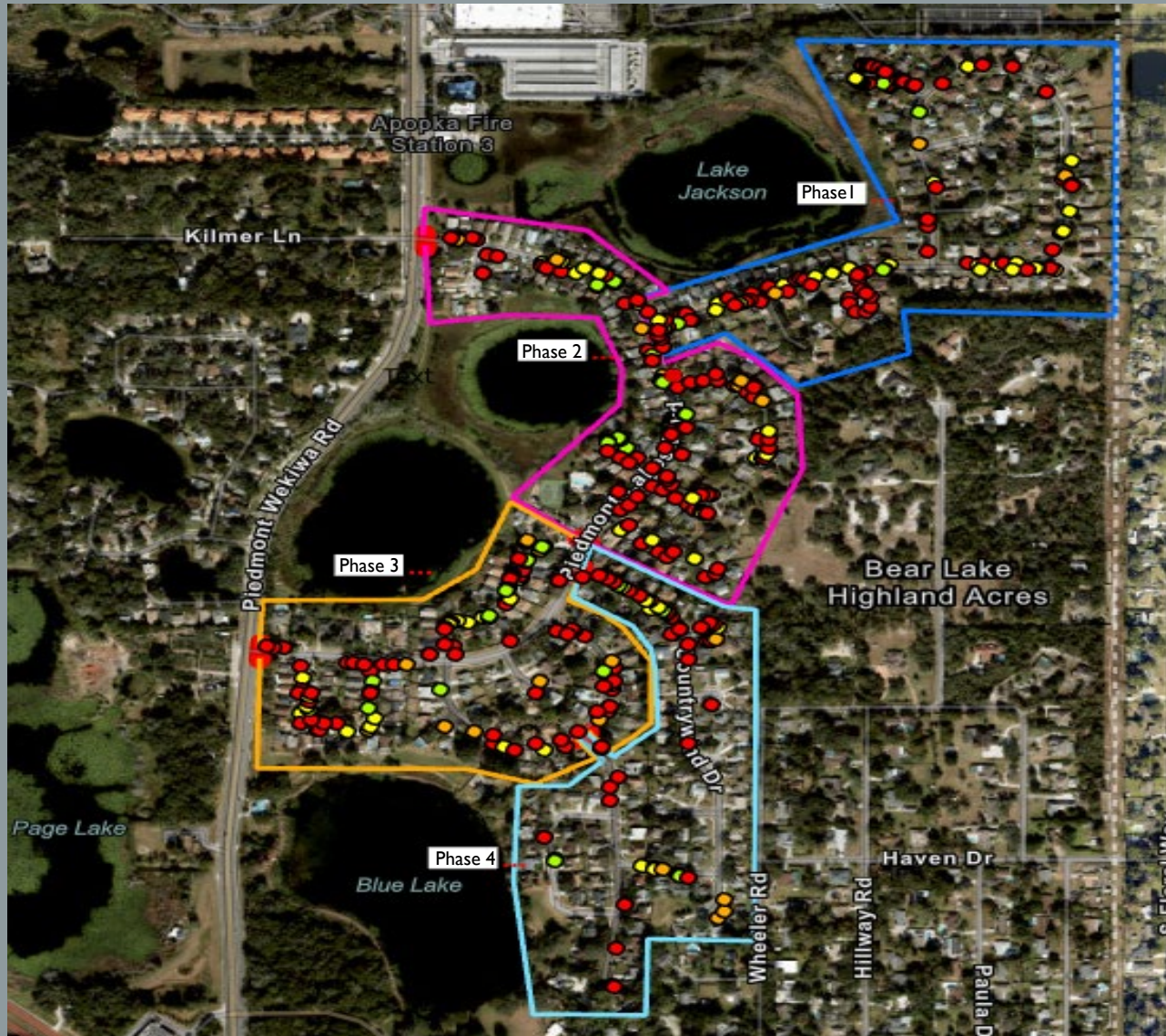


## Phase 4 Breakdown

- Number of Broken Sidewalks: 35
- Number of Broken Curbs: 7
- Number of Broke Aprons: 10
- Number of Dead Trees: 6
- Total cost of repair/removal: \$42,951.00
- Contingency by 20%: \$51,541.20



# PIEDMONT LAKES PHASES SUMMARY



## Total Phase Breakdown

- Phase 1: \$106,543.90
- Phase 2: \$90,661.80
- Phase 3: \$100,652.30
- Phase 4: \$42,951.00
- Total cost: \$340,809.00
- Contingency by 20%: \$408,970.80

## Legend

- = Sidewalks
- = Aprons
- = Curbs
- = Trees

# PIEDMONT LAKES - BUDGET

## ☐ **FY23-24 Budget**

### ☐ Tree Removal Budget

- \$216,000.00

### ☐ Sidewalk, Curb & Apron Budget

- \$617,760.00

☐ The budget allocation shown above is the funding that was approved for the current fiscal year to be used throughout the city.

☐ Consideration should be taken when approving this project as there are other projects throughout the city that need to use the allocated budget as well.

# PIEDMONT LAKES - EXPECTATIONS

## ☐ **FY23-24**

- Phase I is to be completed during this fiscal year.

## ☐ **FY24-25**

- Replanting the new trees where the old ones were removed for Phase I.

## ☐ **Moving Forward**

- Complete I phase each fiscal year until all 4 phases have be completed with repairs and replanting of the trees.

QUESTIONS?



## City of Apopka CITY COUNCIL STAFF REPORT

**Section:** PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

**Item #:** 1.

**Meeting Date:** November 1, 2023

**Department:** Community Development

**SUBJECT:**

Ordinance Number 3025 – First Reading – Small-Scale Future Land Use Amendment – 3585 and 3603 Golden Gem Road

**REQUEST:**

Accept the first reading of Ordinance Number 3025 and hold it over for second reading and adoption on November 15, 2023.

**SUMMARY:**

Owner(s): Albert Mckimmie, Susan Incatasciato, and Christopher Crosby Johnson

Applicant(s): Albertss McKimmie and Christopher Johnson

Parcel Identification Number(s): 24-20-27-0000-00-108 and 24-20-27-0000-00-099

Location: 3585 and 3603 Golden Gem Road

Existing Future Land Use: Rural Settlement (one dwelling unit per acre)

Proposed Future Land Use: Mixed Use (five dwelling units per acre and 0.5 floor area ratio)

Zoning District: AG (Agriculture)

Existing Use(s): Single-family residence and agricultural uses

Tract Size: 20 +/- Acres

## PROJECT SUMMARY:

The Community Development Director has determined that the subject properties may be considered to be part of the Kelly Park Interchange (KPI) – Form-Based Code area based on the following reasons unique to the properties:

- a. A future land use designation to allow a density of up to five dwelling units per acre is justified to maintain continuity with the surrounding area to the north and buffered by existing uses to the south;
- b. The properties are at the southeasternmost terminus of the KPI one-mile radius;
- c. The City's stormwater retention pond located to the east and south;
- d. The Hubbard Construction solid waste facility is directly west;
- e. Orange County's waste site is to the southwest.
- f. No other opportunities are available to connect to the KPI

Per Land Development Code (LDC) Section 2.5.1.D, in determining whether to adopt or deny a proposed Comprehensive Plan or Map and the zoning map amendment, the Council shall weigh the relevance of and consider whether and the extent to which the proposed amendment:

1. Is consistent with and furthers the goals, objectives and policies of the comprehensive plan and other adopted City plans;
  - I. Applicant Response: We believe that the annexation of our properties will further the goals, policies and objectives currently being implemented on Golden Gem Rd., Apopka, FL.



- II. Staff Response: The Community Development Director, as authorized by the Form-Based Code, has determined that these properties may be included in the Form-Based Code area.
2. Is in conflict with any provisions of the LDC;
  - i. Applicant Response: The Land Development Code regulates the application process, public notification by mail and public notification by posted placard concerning the amendment request, meetings of the Planning Commission and the City Council concerning the requested amendment. We are uniquely situated so that we only have JTD Land Development at Parkview to contact. Per Mr Hitt, Shawn Colvin, as representative, received certified mail notification of the meeting of the Planning Commission for discussion of the amendment asking for questions and input. Additionally, JTD received a certified mail notification of the this meeting of the Planning Commission and subsequent scheduled meetings of the City Council that will be addressing the FLU amendment. I believe we have met the requirements of the LDC in our application
  - ii. Staff Response: Upon submission of a rezoning application, the applicant will be required to demonstrate any proposed development will be designed in accordance with all applicable requirements of Appendix A of the Land Development Code, the Mixed-Use Kelly Park Interchange Form Based Code.
3. Addresses a demonstrated community need;
  - i. Applicant Response: With literally thousands of homes planned in the immediate area, some at my north property line, the community need brought on by the growing desire for housing in the Northwest part of Orange County that matches the current development on Golden Gem Rd necessitates the amending of the FLU for our properties. The amending of our FLU is in keeping with surrounding development since we are developmentally isolated with City land on our east and south boundaries, undevelopable land on our west side and current residential construction on our north property line.
  - ii. Staff Response: No objection.
4. Is required by changed conditions;
  - i. Applicant Response: With literally thousands of homes planned in the immediate area, some at my north property line, the community need brought on by the growing desire for housing in the Northwest part of Orange County that matches the current development on Golden Gem Rd necessitates the amending of the FLU for our properties. The amending of our FLU is in keeping with surrounding development since we are developmentally isolated with City land on our east and south boundaries, undevelopable land on our west side and current residential construction on our north property line.
  - ii. Staff Response: No objection.
5. Is compatible with existing and proposed uses surrounding the subject land, and is the appropriate zoning district for the land;
  - i. Applicant Response: With literally thousands of homes planned in the immediate area, some at my north property line, the community need brought on by the growing desire for housing in the Northwest part of Orange County that matches the current development on Golden Gem Rd necessitates the amending of the FLU for our properties. The amending of our FLU is in keeping with surrounding development since we are developmentally isolated with City land on our east and south boundaries, undevelopable land on our west side and current residential construction on our north property line.
  - ii. Staff Response: No objection.
6. Would result in a logical and orderly development pattern;
  - i. Applicant Response: With literally thousands of homes planned in the immediate area, some at my north property line, the community need brought on by the growing desire for housing in the Northwest part of Orange County that matches the current development on Golden Gem Rd necessitates the amending of the FLU for our properties. The amending of our FLU is in keeping with surrounding development since we are developmentally isolated with City land on our east and south boundaries, undevelopable land on our west side and current residential construction on our north property line.
  - ii. Staff Response: No objection.
7. Would not result in significant adverse impacts on the natural environment—including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment;
  - i. Applicant Response: Maps included in the Comprehensive Plan indicate that our properties do not fall within any protected areas involving any environmental or natural resource management

and city storm water management immediately adjacent to our properties should fall within the current planned runoff requirements.

ii. Staff Response: No objection.

8. Would result in development that is adequately served by public facilities (e.g., streets, potable water, sewerage, stormwater management, solid waste collection and disposal, schools, parks, police, and fire and emergency medical facilities)

i. Applicant Response: Since our properties constitute approximately 1.15% of the KPI it is not likely that the residences on our 20 acres will adversely impact the municipal services listed in this section.

ii. Staff Response: No objection.

## **SCHOOL PLANNING:**

Orange County Public Schools has issued a Capacity Determination Letter stating that capacity is available at Zellwood Elementary School, but is deficient by 9.4 and 13.3 students in Wolf Lake Middle and Apopka High School, respectively. The applicant will be required to submit for concurrency review and, if necessary, enter into a Concurrency Mitigation Agreement.

## **ORANGE COUNTY NOTIFICATION:**

The JPA (Joint Planning Agreement) requires the City to notify the County 30 days before any public hearing or advisory board. The City notified Orange County on August 16, 2023.

## **PUBLIC HEARING SCHEDULE:**

October 10, 2023 – Planning Commission (5:30 P.M.)

November 1, 2023 – City Council (1:30 P.M.), First Reading

November 15, 2023 – City Council (7:00 P.M.), Second Reading and Adoption

## **DULY ADVERTISED:**

September 15, 2023 – Apopka Chief

September 22, 2023 – Placards posted on property

September 27, 2023 – Mailed notices to adjacent property owners

Note: This item is considered legislative. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

## **ATTACHMENTS:**

- Maps
- 3585 and 3603 Golden Gem Road - Land Use Report
- Ordinance Number 3025
- 3585 and 3603 Golden Gem Road - OCPS School Capacity Determination

## **FUNDING SOURCE:**

Not applicable.

**RECOMMENDED MOTION:**

**Development Review Committee:**

Recommends approval of the change in future land use designation from Rural Settlement to Mixed Use and finds the proposed amendment compatible with the character of the surrounding areas, recommending approval of the future land use amendment, subject to the findings and facts presented in the staff report and exhibits.

**Planning Commission:**

At its meeting on October 10, 2023, the Planning Commission found the proposed change in future land use designation from Rural Settlement to Mixed Use compatible with the character of the surrounding areas, and unanimously recommended approval of the future land use amendment, subject to the findings and facts presented in the staff report and exhibits.

**Recommended Motion – City Council:**

Accept the first reading of Ordinance Number 3025 and hold it over for second reading and adoption on November 15, 2023.

**ATTACHMENTS:**

1. 3585 & 3603 Golden Gem Road - Land Use Report
2. Maps
3. Ordinance Number 3025
4. 3585 and 3603 Golden Gem Road - OCPS School Capacity Determination



# City of Apopka

## LAND USE REPORT

### **I. RELATIONSHIP TO ADJACENT PROPERTIES**

| Direction | Future Land Use | Zoning                             | Present Use                                |
|-----------|-----------------|------------------------------------|--------------------------------------------|
| North     | Mixed Use       | Kelly Park Interchange - Mixed=Use | Park View Preserve Residential Subdivision |
| East      | Conservation    | T (Transitional)                   | Stormwater Facility                        |
| South     | Conservation    | T                                  | Stormwater Facility                        |
| West      | County Rural    | County A-1 (Citrus Rural)          | Hubbard Construction Facility              |

### **II. LAND USE ANALYSIS**

The subject properties are in the western portion of the Joint Planning Area. Single-family residences are located to the north, stormwater retention is located to the south and east, and a construction facility is located on the west of the subject properties. Development must comply with the Mixed Use future land use designation and be consistent with the Comprehensive Plan policies and Development Design Guidelines and Kelly Park Interchange – Form-Based Code of the Land Development Code. The properties are approximately 20 acres in size. The parcel is not located in the following areas:

Wekiva Parkway Interchange Vision Plan Area: Yes  
Wekiva River Protection Area: No  
Area of Critical State Concern: No

**JPA:** The City of Apopka and Orange County entered into a Joint Planning Area (JPA) agreement on October 26, 2004. The proposed FLUM Amendment request for a change from Rural Settlement to Mixed Use is consistent with the terms of the JPA.

#### **City of Apopka Comprehensive Plan Policies**

##### **Future Land Use Element:**

The primary intent of the Mixed Use land use category is to allow a mixture of residential, office, commercial, industrial, recreation, institutional uses and public facilities uses to serve the residential and non-residential needs of special areas of the City. This mix of land uses may occur on a single parcel or multiple parcels in the form of: a permitted single use; a vertical combination of different permitted uses; or a horizontal mix of different permitted uses. The intensity of development within the mixed-use land use categories will vary depending on location and surrounding uses. Transit-oriented design elements shall be encouraged to promote multiple modes of transportation in the mixed use categories.

The Land Development Code will establish zoning districts and/or zoning overlay areas with standards that define the appropriate location for various intensities/densities. The following maximum gross intensity/density standards shall not be exceeded.

In order to encourage innovative land use techniques, creative urban design, environmental protection and the use of sustainable development principles and practices, designation of new mixed-use categories on the FLUM shall only be allowed for land located within the following areas:

1. Areas within the Expressway, Plymouth, West, and Northwest small area plans as shown on their respective master plans;
2. The CRA Overlay District depicted on the adopted FLUM;
3. Land anticipated for inclusion within the Wekiva Parkway Interchange Land Use Plan to be adopted by December 2010; and
4. Areas that have been subject to a Small Area Study.

**Transportation Element:**

Policies 1.1 and 1.2 state that the City of Apopka is a Transportation Concurrency Exception Area. The properties currently have access on Golden Gem Road.

**Infrastructure Element:**

Policies 1.1.1, 2.1.1 and 5.1.2 state the minimum levels of service for the City's wastewater and water systems as well as the City's solid waste collection service. The property has access to City water and wastewater.

**Conservation Element:**

Policy 4.1 states that a habitat study is required for developments ten (10) acres or more in size. As these properties total to over ten acres in size, a habitat study will be required for development.

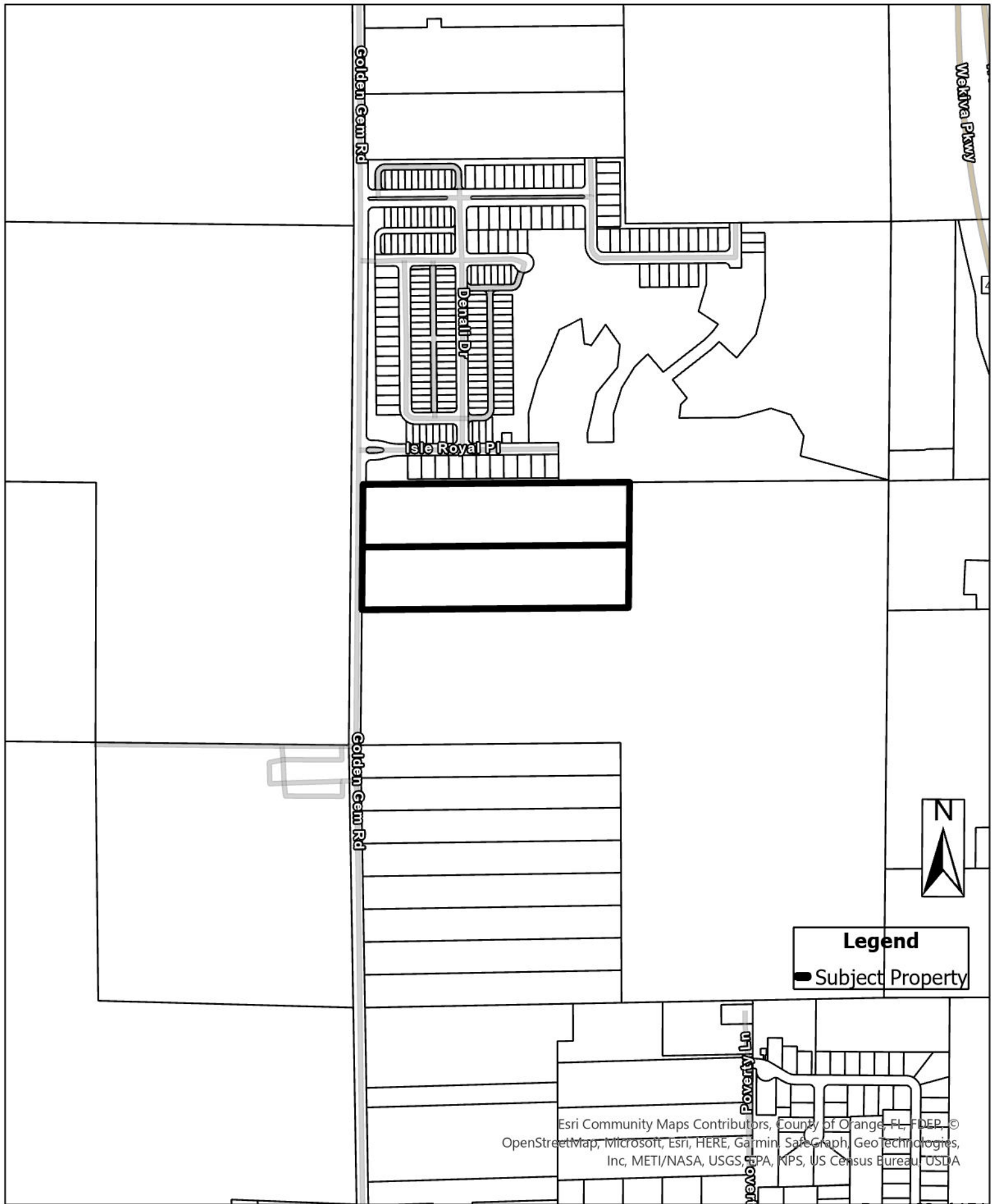
**Land Use Calculations:**

CURRENT: Rural Settlement (1 dwelling unit per acre)  
 $1 \times 20 \text{ acres} = 20 \text{ residential units}$

PROPOSED: Mixed-Use (5 dwelling units per acre and 0.5 floor area ratio)  
 $5 \text{ du/acre} \times 20 \text{ acres} = 100 \text{ residential units}$   
 $0.5 \times 871200 \text{ square feet} = 435,600 \text{ square feet of non-residential uses}$

This initial review does not preclude conformance with concurrency requirements at the time of development approval.

# Vicinity





# Aerial

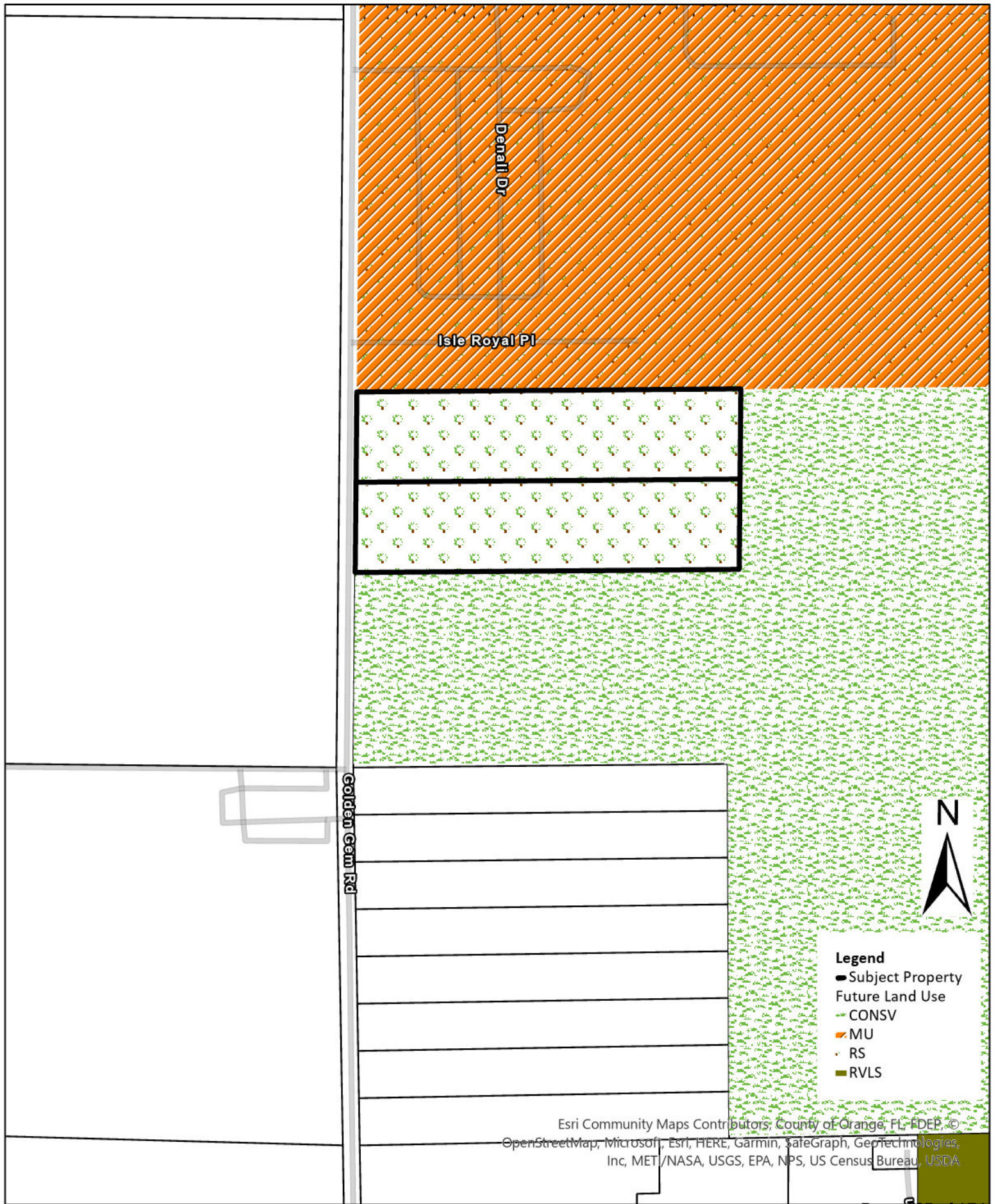


**Legend**  
Subject Property

Esri Community Maps Contributors, County of Orange, FL, FDEP, ©  
OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies,  
Inc. METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, State of Florida,  
Maxar, Microsoft

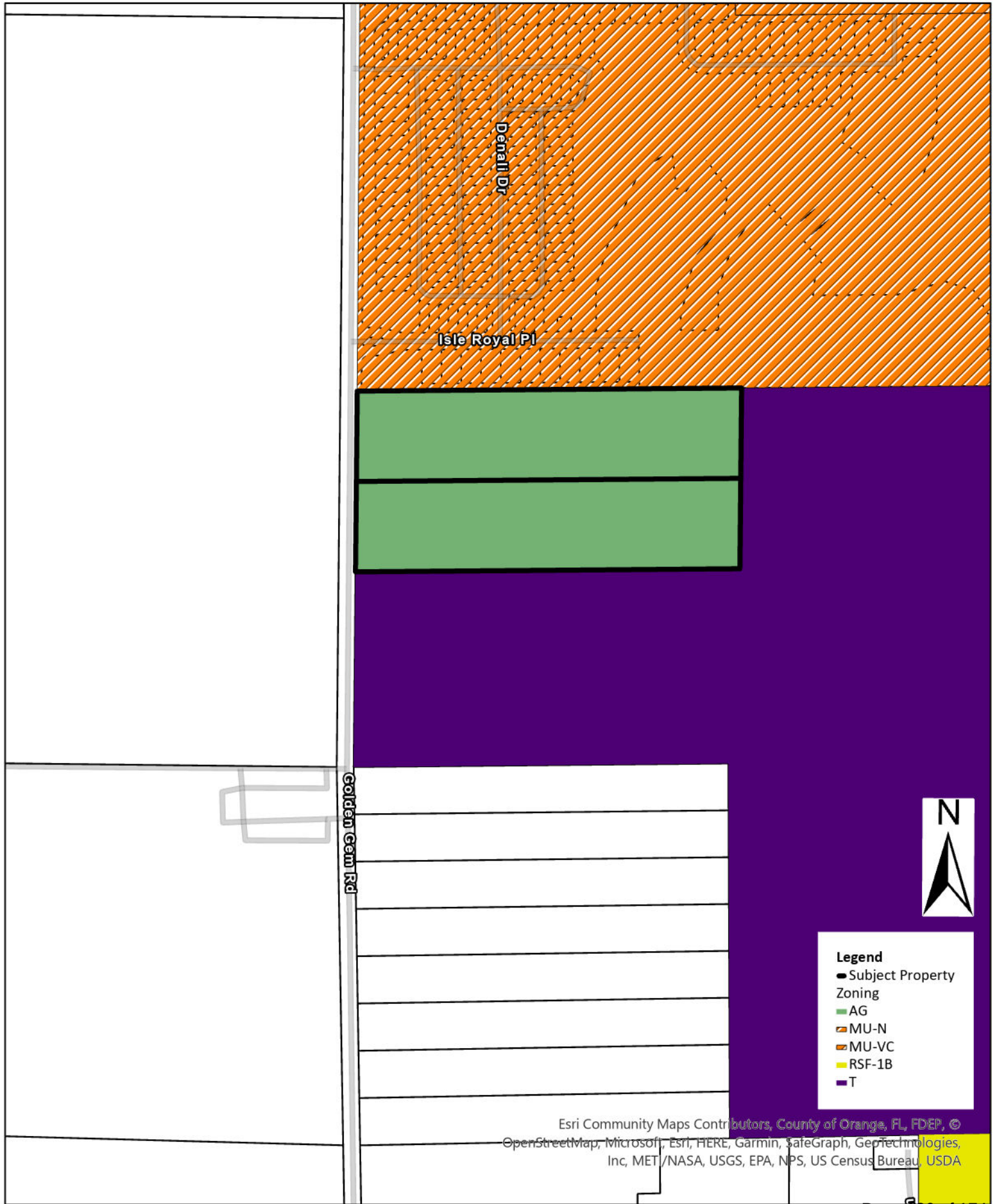


# Future Land Use





# Zoning



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**ORDINANCE NO. 3025**

**PAGE 2**

1       **Section VI. Effective Date.** This Ordinance shall become effective thirty-one (31) days  
2 after adoption. If challenged within thirty (30) days after adoption, the Ordinance shall become  
3 effective after the state land planning agency or the Administration Commission, respectively,  
4 issues a final order determining that the adopted small-scale development amendment is in  
5 compliance.

6  
7       ADOPTED at a regular meeting of the City Council of the City of Apopka, Florida, this  
8       \_\_\_\_\_ day of \_\_\_\_\_, 2023.

READ FIRST TIME:       November 1, 2023

READ SECOND TIME AND  
ADOPTED:       November 15, 2023

ATTEST:

\_\_\_\_\_  
Susan Bone, City Clerk

\_\_\_\_\_  
Bryan Nelson, Mayor

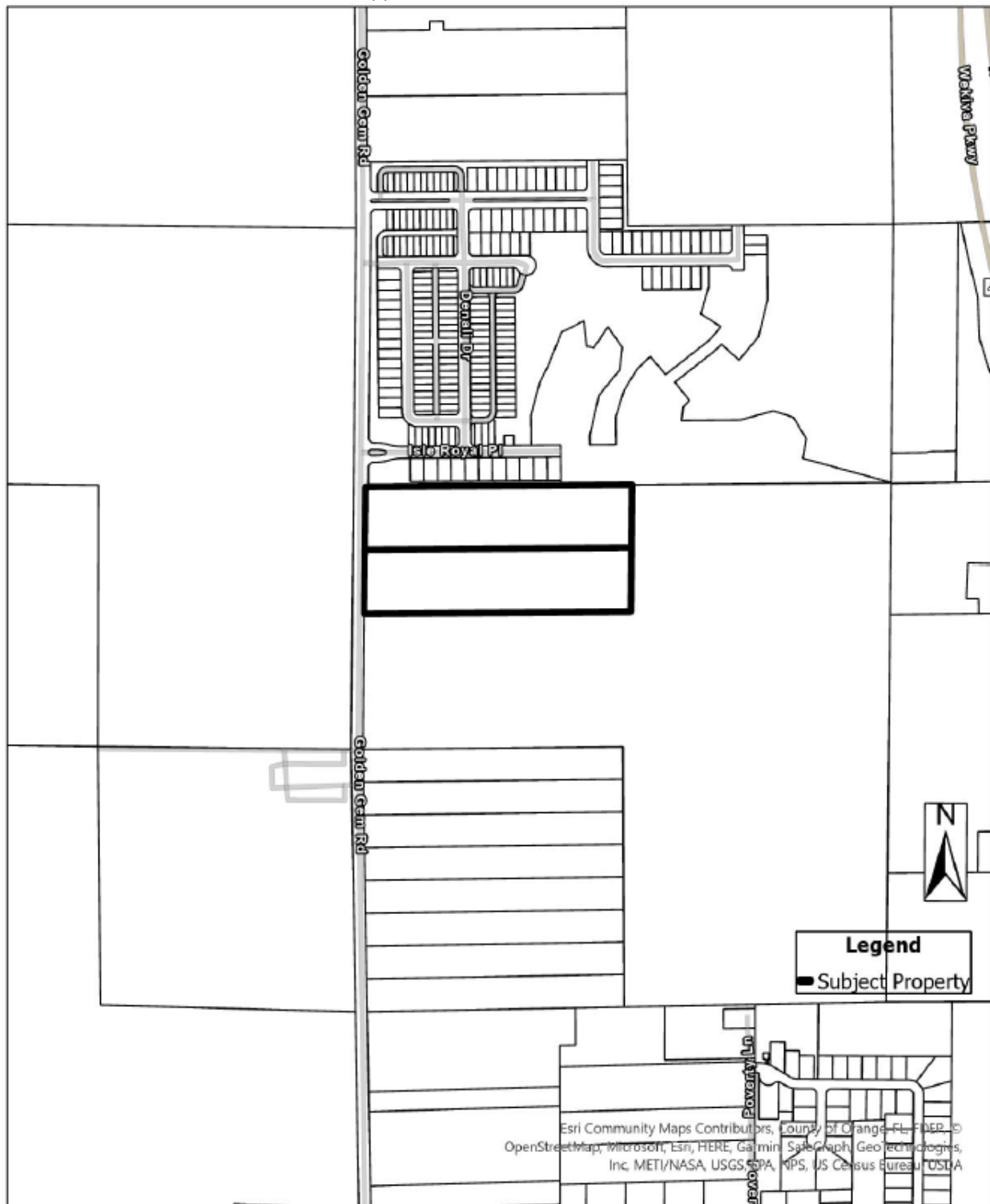
Approved as to form and legal sufficiency:

\_\_\_\_\_  
Clifford B. Shepard, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: September 15, 2023

EXHIBIT "A"

Parcel Identification Number(s): 24-20-27-0000-00-108 and 24-20-27-0000-00-099





6501 Magic Way · Building 200 · Orlando, Florida 32809 · (407) 317-3700 · www.ocps.net

## FORMAL SCHOOL CAPACITY DETERMINATION CAPACITY LETTER

October 25, 2023

**VIA E-MAIL: [Elshaddaifarms59@gmail.com](mailto:Elshaddaifarms59@gmail.com)**

Christopher Johnson  
1952 Township RD 1095  
Ashland, Ohio 44805

### Application APK-23-016 (3585 and 3603 Flu Amendment)

This letter serves as the official certification by Orange County Public Schools that school capacity for the following development is **NOT AVAILABLE**:

|                                  |                                                                                                                                  |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| Type of Development Application  | <input checked="" type="checkbox"/> FLUM<br><input type="checkbox"/> Rezoning<br><input type="checkbox"/> Amendment or Extension |
| Development Application #:       | TBD                                                                                                                              |
| Project Name:                    | 3585 and 3603 Flu Amendment                                                                                                      |
| OCPS Completed Application Date: | 10/24/2023                                                                                                                       |
| Parcel #(s):                     | 24-20-27-0000-00-108; 24-20-27-0000-00-099                                                                                       |
| Requested New Units (#):         | SF: 100                      MF:                      TH:                                                                        |
| Vested Unit(s):                  | SF: 20                      MF:                      TH:                                                                         |
| Total Project Units:             | 120                                                                                                                              |
| School Board District:           | #7                                                                                                                               |

In accordance with Section 8 of the Amended and Restated Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency ("Interlocal Agreement"), a detailed Capacity Analysis is provided in **Attachment A**.

In accordance with Section 704(B) of the Orange County Charter and Section 30-742 of the Orange County Code, an analysis of significantly affected local governments impacted by the proposed development can be found below:

|                         | Zellwood ES | Wolf Lake MS                           | Apopka HS                              |
|-------------------------|-------------|----------------------------------------|----------------------------------------|
| Jurisdictional Analysis | N/A         | Apopka-58.70%<br>Unincorporated-40.85% | Apopka-66.67%<br>Unincorporated-31.67% |

Given the above analysis, this project meets the minimum criteria established by the Orange County Charter and Code to proceed through the joint approval process with the identified significantly affected



local government(s). Additional information on the joint approval process can be obtained from City of Apopka.

**This determination expires on April 21, 2024** OCPS is not required to extend the expiration date of this determination letter. In the event this project does not possess Development Application approval from City of Apopka by the expiration date, but still intends to move forward in the development process, the applicant must resubmit the application and application fee to be reevaluated by OCPS. In addition, should the scope of the project change (e.g., modification of unit count and/or unit type), a new determination will be required.

Unless otherwise vested, the Development is still required to submit for concurrency review and, if necessary, enter into a Concurrency Mitigation Agreement.

This determination is governed by the Interlocal Agreement, the provisions of City of Apopka's adopted Comprehensive Plan, and the Orange County Charter and Code.

Please contact me at (407) 317-3700 ext. 2022391 or e-mail me at [Christopher.Mills@ocps.net](mailto:Christopher.Mills@ocps.net) with any questions.

Sincerely,



Christopher Mills, AICP  
Senior Administrator, Facilities Planning

SK/cm

Attachments – Attachment A: Detailed Capacity Analysis

CC: Jean Sanchez, City of Apopka (via e-mail)  
Sue Watson, Orange County (via e-mail)  
Thomas Moore, OCPS (via e-mail)  
Project File

## Attachment A



### School Capacity Determination

User ID SVK October 24, 2023 09:52:07

Project ID:

CEA – APK – 23 – 016

Valid Until: April 21, 2024

| Project Name: 3585 AND 3603 FLU AMMENDMENT |                               |     |                                 |
|--------------------------------------------|-------------------------------|-----|---------------------------------|
| Unvested Units                             | Single Family Units:          | 100 | Single Family Units: 20         |
|                                            | Multi Family Units:           | 0   | Multi Family Units: 0           |
|                                            | Multi Family High Rise Units: | 0   | Multi Family High Rise Units: 0 |
|                                            | Town Homes Units:             | 0   | Town Homes Units: 0             |
|                                            | Mobile Home Units:            | 0   | Mobile Home Units: 0            |
|                                            | Vested Units                  |     |                                 |

|                      |                                  |             |               |               |
|----------------------|----------------------------------|-------------|---------------|---------------|
| Capacity Enhancement | School Level                     | Elementary  | Middle        | High          |
|                      | CSA:                             | BB          |               |               |
|                      | School:                          | ZELLWOOD ES | WOLF LAKE MS  | APOPKA HS     |
|                      | Analysis of Existing Conditions  |             |               |               |
|                      | School Capacity (2022-2023)      | 633         | 1,152         | 3,020         |
|                      | Enrollment (2022-2023)           | 474         | 1,195         | 3,509         |
|                      | Utilization (2022-2023)          | 96.0%       | 122.0%        | 110.0%        |
|                      | LOS Standard                     | 110.0%      | 100.0%        | 100.0%        |
|                      | Available Seats                  | 222         | 0             | 0             |
|                      | Analysis of Reserved Capacity    |             |               |               |
|                      | School Level                     | Elementary  | Middle        |               |
|                      | Encumbered Capacity              | 72          | 270           | 328           |
|                      | Reserved Capacity                | 50          | 71            | 36            |
|                      | Adjusted Utilization             | 94.2%       | 133.3%        | 128.3%        |
|                      | Adjusted Available Seats         | 100         | 0             | 0             |
|                      | Analysis of Proposed Development |             |               |               |
|                      | Students Generated               | 17.800      | 9.400         | 13.300        |
|                      | Adjusted Utilization             | 97.0%       | 134.1%        | 128.7%        |
|                      | AVAILABLE/NOT AVAILABLE          | AVAILABLE   | NOT AVAILABLE | NOT AVAILABLE |
|                      | Number of Seats to Mitigate      | 0.000       | 9.400         | 13.300        |

|              |  |
|--------------|--|
| ZELLWOOD ES  |  |
| WOLF LAKE MS |  |
| APOPKA HS    |  |



## City of Apopka CITY COUNCIL STAFF REPORT

**Section:** PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

**Item #:** 2.

**Meeting Date:** November 1, 2023

**Department:** Community Development

**SUBJECT:**

Ordinance Number 3026 – First Reading – Change of Zoning – 2301 Coral Hills Road

**REQUEST:**

Accept the first reading of Ordinance Number 3026 and hold it over for the second reading and adoption on November 15, 2023.

**SUMMARY:**

Owner(s): HCH Development, LLC

Applicant: Sarah Maier c/o Dewberry Engineers

Parcel Identification Number(s): 22-21-28-0000-00-068, 22-21-28-0000-00-207

Location: 2301 Coral Hills Road

Existing Future Land Use: Commercial (0.25 Floor Area Ratio (FAR) Maximum)

Proposed Future Land Use: N/A

Existing Use(s): Vacant Commercial

Existing Zoning: C-C (Community Commercial) Zoning District

Tract Size: 6.36 +/- Acres

| Direction | Future Land Use        | Zoning                                                               | Present Use                                |
|-----------|------------------------|----------------------------------------------------------------------|--------------------------------------------|
| North     | N/A – SR 414           | N/A                                                                  | Limited Access Toll Road                   |
| East      | Commercial             | C-C (Community Commercial)                                           | Vacant                                     |
| South     | Commercial             | C-C (Community Commercial), C-R (Regional Station/Vacant Commercial) | Convenience/Gas                            |
| West      | Agriculture/Commercial | AG/C-C                                                               | Horse Farm, Single-Family Residence/Vacant |

**PROJECT SUMMARY:**

The subject property, which is approximately 6.36 acres in size, is located at 2301 Coral Hills Road and is currently vacant. The applicant is requesting the rezoning of the property to develop proposed office facilities for the headquarters of a landscape company. A contractor's office is permitted use in the C-R zoning district per Land Development Code Table 4.2.2.C, of which a landscape company is considered. Land Development Code Section 10.3.1.F.6 defines a contractor's office as follows:

"A building or portion of a building used by a building, heating, plumbing, electrical, or other development contractor both as an office and for the storage of a limited quantity of materials, supplies, and equipment inside the building. If outdoor storage of materials, supplies, or equipment is associated with the office, the use is considered a contractor's storage yard."

The proposed C-R zoning district is compatible with the surrounding areas, as properties to the east and south have zoning designations of Commercial. The property to the west has a zoning designation of Agriculture. The applicant has indicated to staff that they have a future plan of applying for a Special Exception for outdoor storage

for their landscape equipment to be stored on site. Per Land Development Code Section 2.5.1.G, Special Exceptions require Planning Commission approval.

Land Development Code Section 2.5.1.D.3 requires the Council to weigh the relevance of and consider whether and the extent to which the proposed amendment:

- a. Is consistent with and furthers the goals, objectives and policies of the comprehensive plan and other adopted City plans;
  - Applicant's response: The proposed rezoning is consistent with the goals, objectives and policies of the comprehensive plan including meeting adopted levels of service for public facilities, being consistent with the future land use map and future land use designation, not contributing to urban sprawl, and protecting and/or mitigating natural resources located onsite.
  - Staff response: Staff has no objection.
- b. Is in conflict with any provisions of the LDC;
  - Applicant's response: Rezoning the subject property from C-C to C-R is not in conflict with the City's LDC. Rezoning is allowable when they are consistent with the City's goals, are compatible with surrounding uses and provide an orderly and a logical development pattern. This rezoning has demonstrated that it meets the City's review standards for a rezoning and will further the City's goals for development of under utilized and vacant land, employment opportunity and tax revenue.
  - Staff response: Staff has no objection.
- c. Addresses a demonstrated community need;
  - Applicant's response: The rezoning from C-C to C-R would permit lawn care maintenance as a use on the property. The Applicant desires to use this property to operate their lawn care maintenance business, bringing employee opportunities to City residents and tax revenue to the City.
  - Staff response: Staff has no objection.
- d. Is required by changed conditions;
  - Applicant's response: Rezoning the subject property is necessary to allow for the proposed use of lawn care. The property use is proposed for a landscape company headquarters and operations center (i.e. Lawn Care). According to Table 4.2.2.C: Principal Use Table of the Land Development Code, lawn care is permitted in only four (4) zoning districts. The requested zoning district of C-R Commercial Regional is less intense than the industrial zoning district that permits lawn care as a use. Additionally, allowing for the rezoning to C-R will require the property to be developed according to the Commercial Development Standards of the City's Land Development Code. This is compatible with the adjacent commercial uses and future commercial uses across Clarcona Road.
  - Staff response: Staff has no objection.
- e. Is compatible with existing and proposed uses surrounding the subject land, and is the appropriate zoning district for the land;
  - Applicant's response: The subject property is currently surrounded by mostly commercial land use and zoning districts. To the east and west across Clarcona Road and Coral Hills Road, respectively, are vacant properties with C-C zoning districts. South and adjacent to the subject property is C-R zoning, the same zoning designation requested for this property. The property to the south has a convenience store, gas station, and small retail shops; there is also some vacant commercial land and a stormwater pond. To the west across Coral Hills Road, there property with Agriculture land use and zoning, which is used for a horse ranch operation. On the north, the subject property is adjacent to SR 414. The proposed rezoning to C-R is compatible with the surrounding commercial zoning districts of C-R and C-C. The proposed use of lawn care maintenance is also compatible with the existing uses of convenience, gas and retail stores, as well as the horse ranch, as there are no adverse impacts with noise, dust, air, and traffic to the existing horse ranch. Rezoning the subject property to C-R is appropriate and desirable.
  - Staff response: Staff has no objection.
- f. Would result in a logical and orderly development pattern;

- Applicant's response: Once rezoned, development of the subject property for use as a lawn care maintenance operation is compatible with the surrounding uses. Costa Farms (Exotic Angel Farms) has a large nursery operation at the opposite intersection of Keene Road and Clarcona Road. Sanctuary Florida has a large medicinal farming operation to the west. The convenience store and gas station are located adjacent to the subject site on the south property line. Just west of the subject property along Keene Road is the existing Waste Management landfill site, the former landfill site that is now the RCACF RC Flying Club. The northern perimeter of the subject site is adjacent to SR 414, and further north beyond SR 414 is a mix of commercial and industrial uses including self-storage and an outdoor used auto parts storage facility. The area has a mix of commercial, industrial and agriculture uses, with a large presence of outdoor storage or outdoor functions. Development of the subject site as a lawn care maintenance operation is logical and orderly with the existing development pattern and uses. While there are some vacant properties in the area, this development would not be considered leap-frog or sprawl as the area is firmly established with long term and ongoing business operations.
  - Staff response: Staff has no objection.
- g. Would not result in significant adverse impacts on the natural environment—including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment; and
- Applicant's response: Rezoning the subject property to allow for a lawn care maintenance facility will not result in significantly adverse impacts on the natural environment. The property does not contain wetlands. Stormwater management will be retained onsite and meet all regulatory requirements. Impacts to trees and listed wildlife species will be permitted and mitigated according to the applicable required regulations including planting of replacement trees as required. There will be little impact to water, air and noise, as most of the services provided by the lawn maintenance facility are performed offsite at the customer's property. Development under the existing zoning district of Community Commercial would also be required to mitigate any impacts to the natural environment and would be subject to the same requirements as the development under the proposed rezoning.
  - Staff response: Staff has no objection.
- h. Would result in development that is adequately served by public facilities (e.g., streets, potable water, sewerage, stormwater management, solid waste collection and disposal, schools, parks, police, and fire and emergency medical facilities).
- Applicant's response: The subject site will be serviced by City water and wastewater, which has adequate capacity in the area. There are 2 existing paved roads that can provide access to the property. Stormwater management will be addressed on site. The proposed development will have no impact on schools or parks because it is a non-residential use. The property is located in the existing City service area for police, fire and emergency medical facilities. Any impacts to City services as a result of the proposed development will be addressed through the City's established concurrency management process.
  - Staff response: Staff has no objection.

**ORANGE COUNTY NOTIFICATION:**

The JPA (Joint Planning Agreement) requires the City to notify the County 30 days before any public hearing or advisory board. The City notified Orange County on August 23, 2023.

**PUBLIC HEARING SCHEDULE:**

October 10, 2023 – Planning Commission (5:30 P.M.)

November 1, 2023 – City Council (1:30 P.M.), First Reading

November 15, 2023 – City Council (7:00 P.M.), Second Reading and Adoption

**DULY ADVERTISED:**

September 22, 2023 – Apopka Chief

September 27, 2023 – Mailed notices to adjacent property owners; Posters placed on the property

**FUNDING SOURCE:**

Not applicable.

**RECOMMENDED MOTION:**

**Development Review Committee (DRC):**

Recommends approval of the Change of Zoning from C-C (Community Commercial) to C-R (Regional Commercial), finding the proposed change consistent with the Comprehensive Plan and Land Development Code, and compatible with the character of the surrounding areas, based on the findings and facts presented in the staff report and exhibits.

**Planning Commission:**

As its meeting on October 10, 2023, the Planning Commission found the proposed Change of Zoning from C-C (Community Commercial) to C-R (Regional Commercial), consistent with the Comprehensive Plan and Land Development Code, and compatible with the character of the surrounding areas, and unanimously recommended approval of the proposed Change of Zoning, based on the findings and facts presented in the staff report and exhibits.

**Recommended Motion – City Council:**

Accept the first reading of Ordinance Number 3026 and hold it over for the second reading and adoption on November 15, 2023.

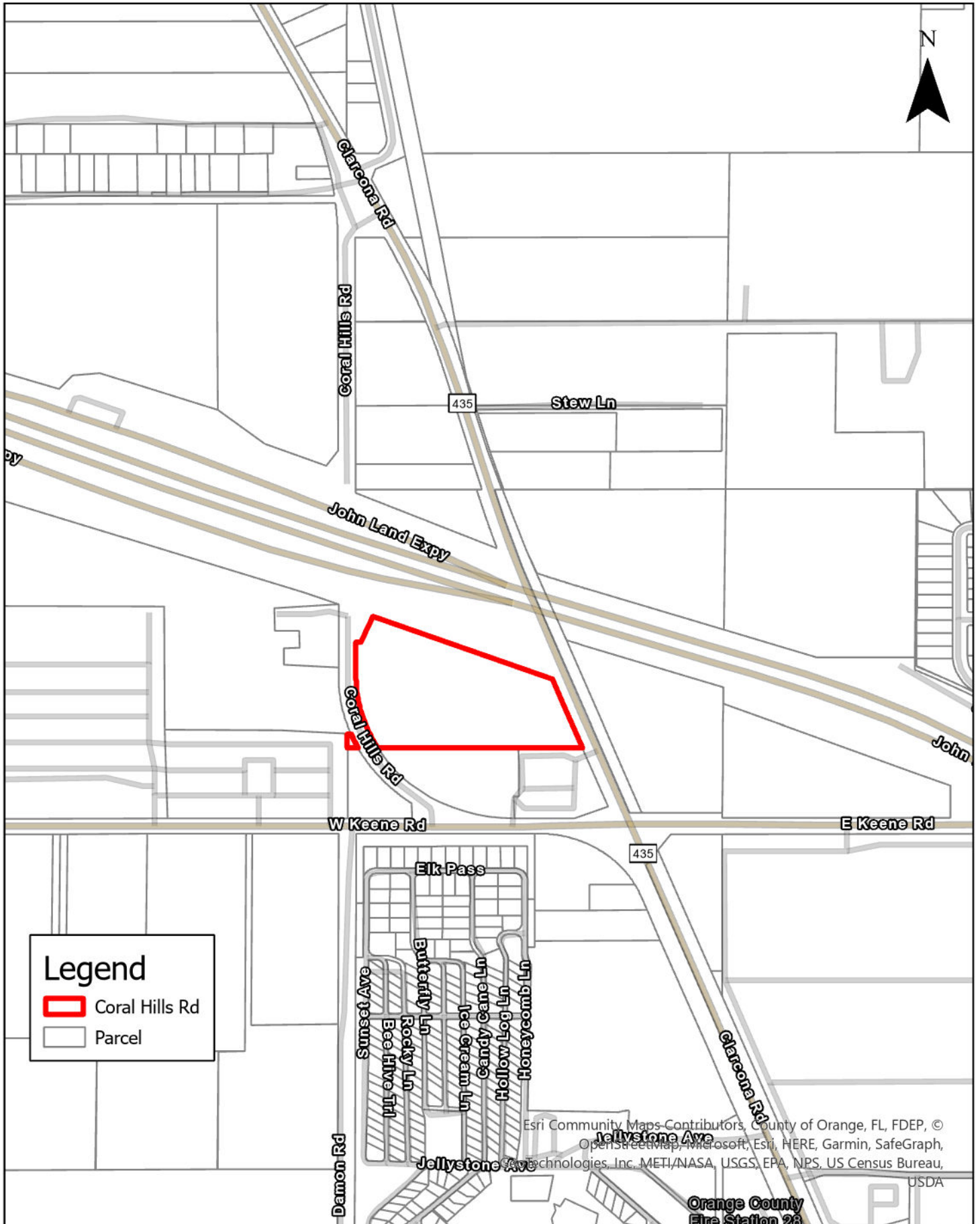
**Note: This item is considered quasi-judicial. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.**

**ATTACHMENTS:**

1. Maps (PDF)
2. Ordinance Number 3026 rezoning

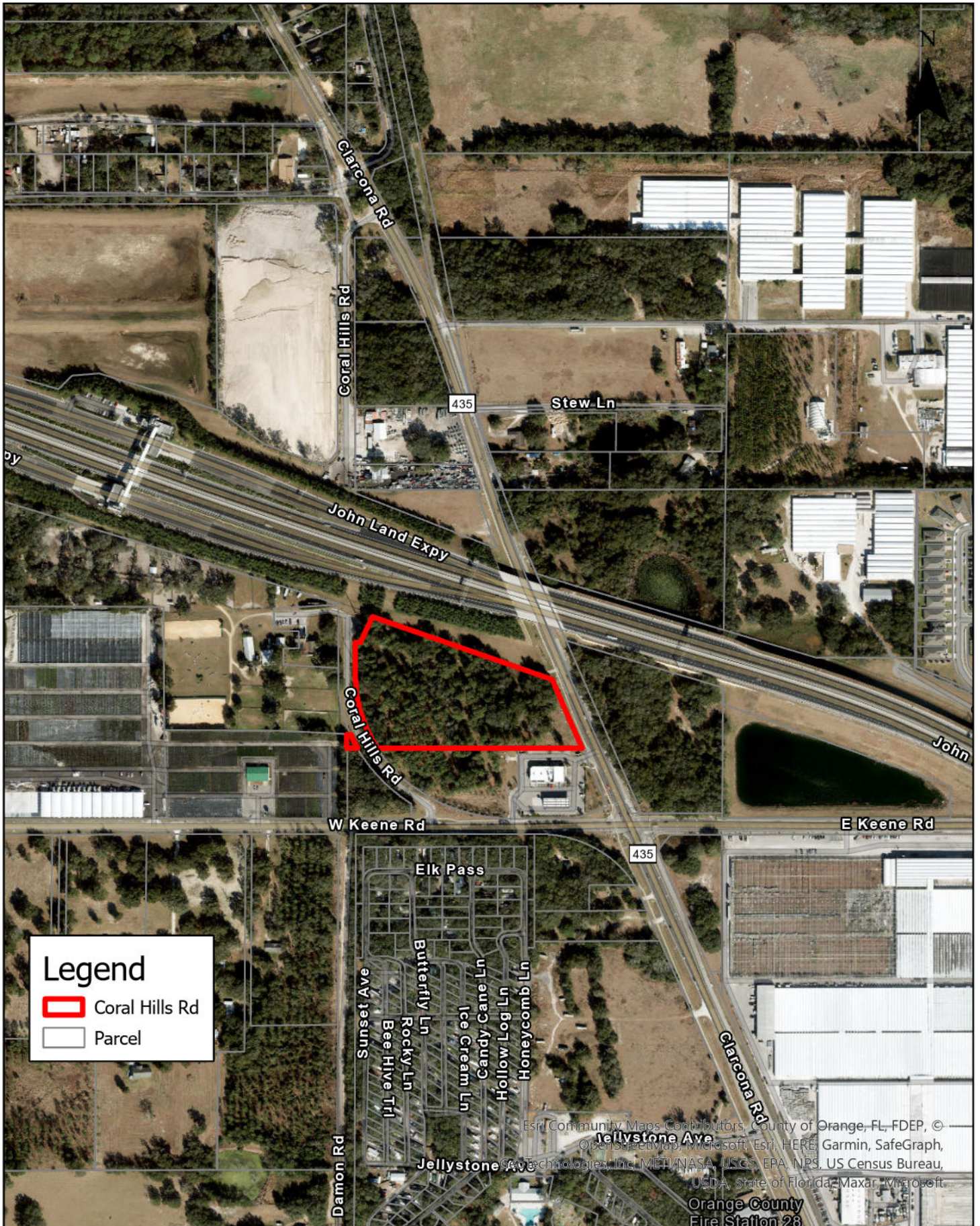


# VICINITY MAP



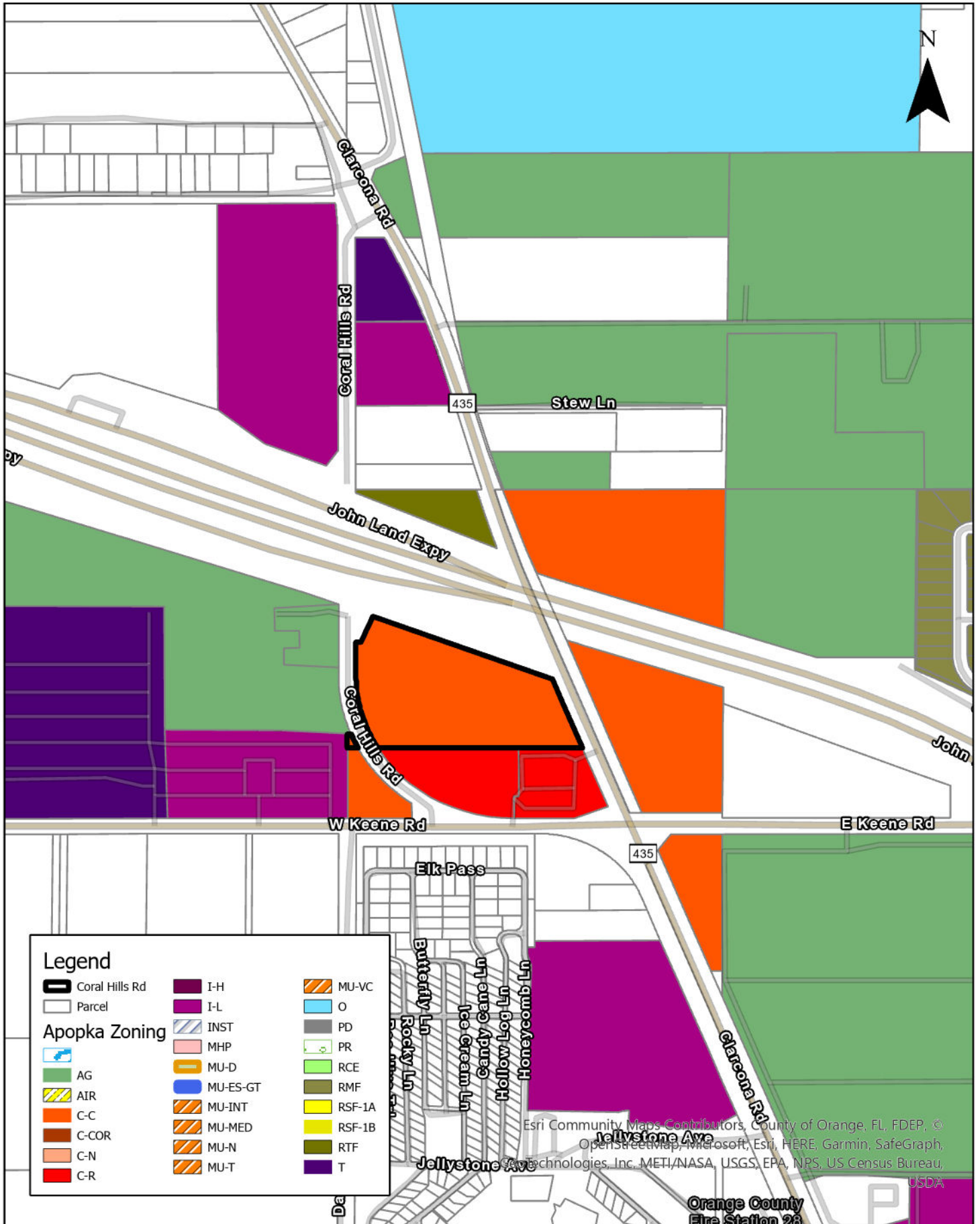


# AERIAL MAP



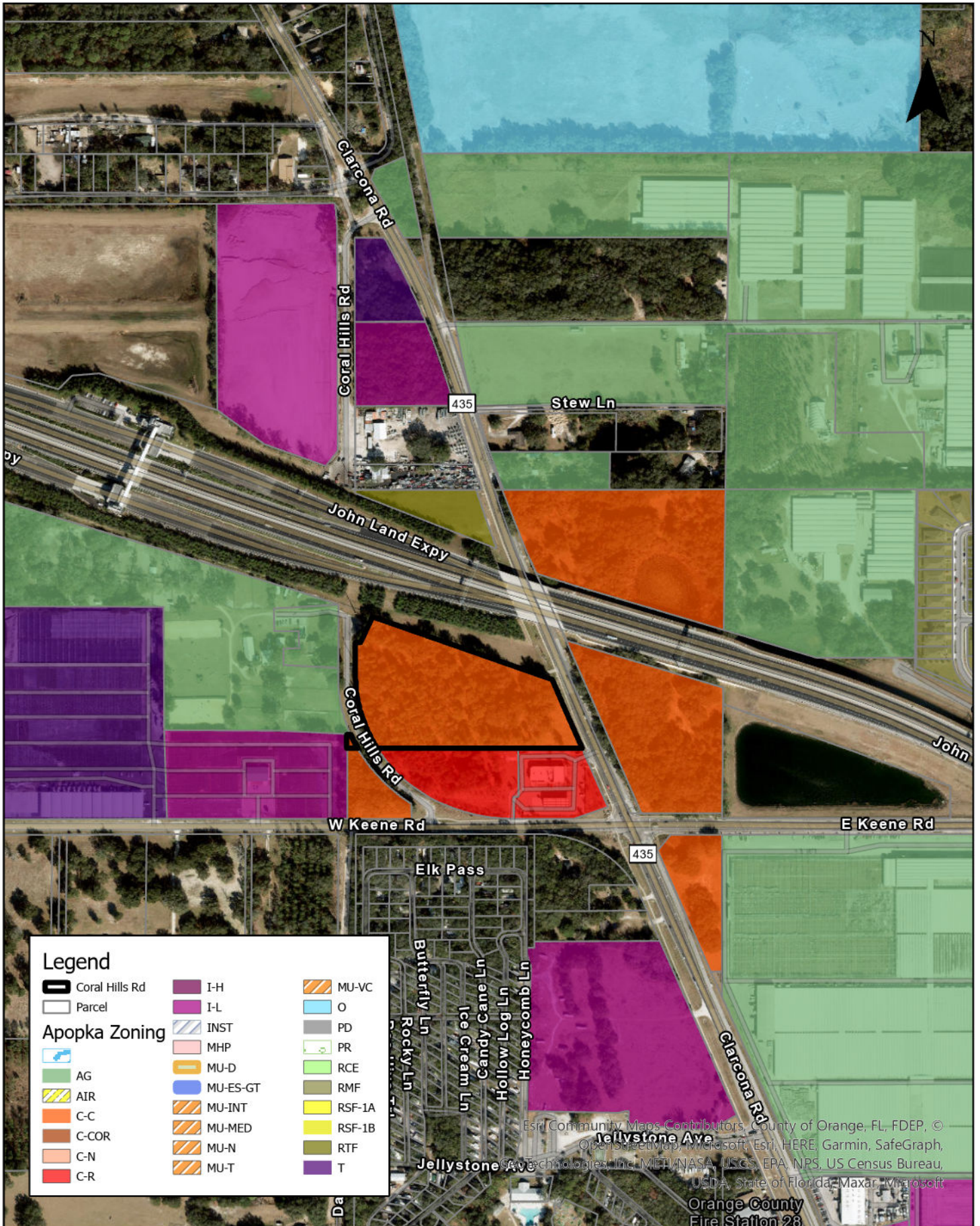


# ZONING MAP



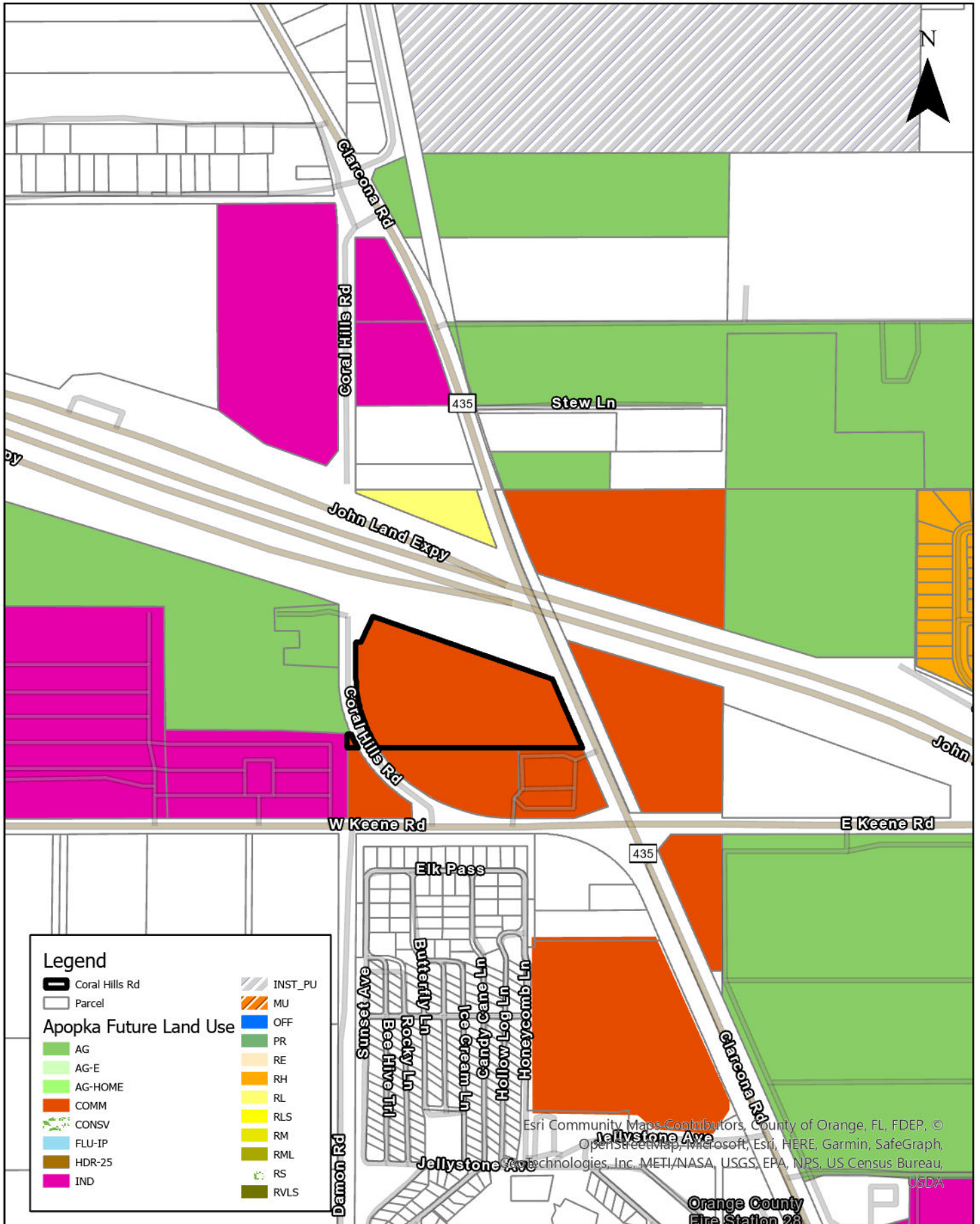


# ZONING MAP



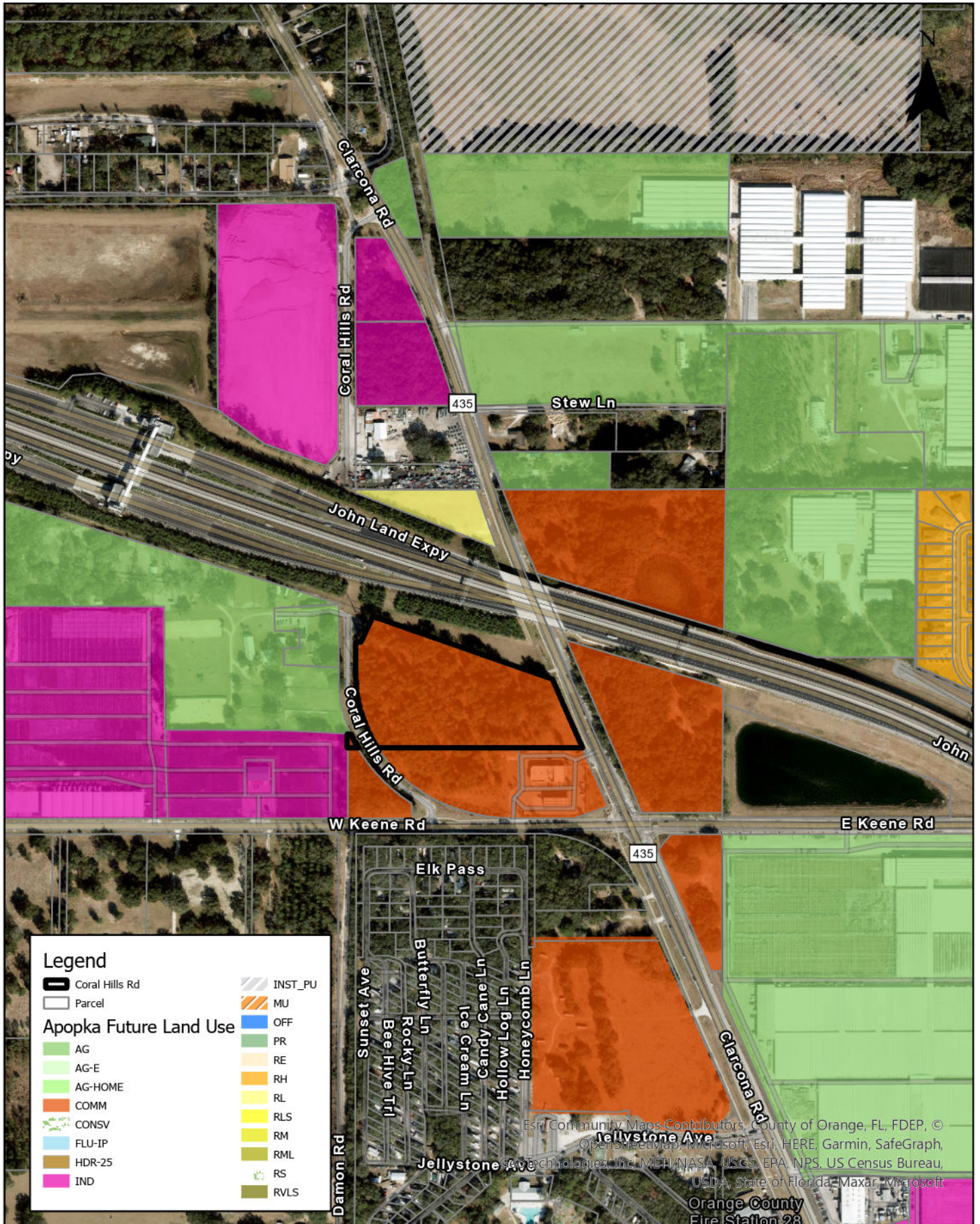


# FUTURE LAND USE MAP





# FUTURE LAND USE MAP





**AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM C-C (COMMUNITY COMMERCIAL) TO C-R (REGIONAL COMMERCIAL), FOR CERTAIN REAL PROPERTY GENERALLY LOCATED AT 2301 CORAL HILLS ROAD; OWNED BY HCH DEVELOPMENT, LLC COMPRISING 6.36 ACRES, MORE OR LESS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

**WHEREAS**, Sarah Maier c/o Dewberry Engineers has requested a change in zoning on said property as identified in Section I of this ordinance; and

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

**Section II.** That the zoning classification is consistent with the Comprehensive Plan of the City of Apopka, Florida. The applicant shall obtain all approvals as required, if any, per the Orange County Charter and the Amended Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency.

**Section IV.** That if any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other section or portion of section or subsection or part of this ordinance.

**Section VI.** That this Ordinance shall take effect upon the date of adoption.

**ORDINANCE NO. 3026**

**PAGE 2**

49  
50  
51  
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ADOPTED at a regular meeting of the City Council of the City of Apopka, Florida, this  
\_\_\_\_ day of \_\_\_\_\_, 2023.

READ FIRST TIME: November 1, 2023

READ SECOND TIME AND  
ADOPTED:

ATTEST:

\_\_\_\_\_  
Susan Bone, City Clerk

\_\_\_\_\_  
Bryan Nelson, Mayor

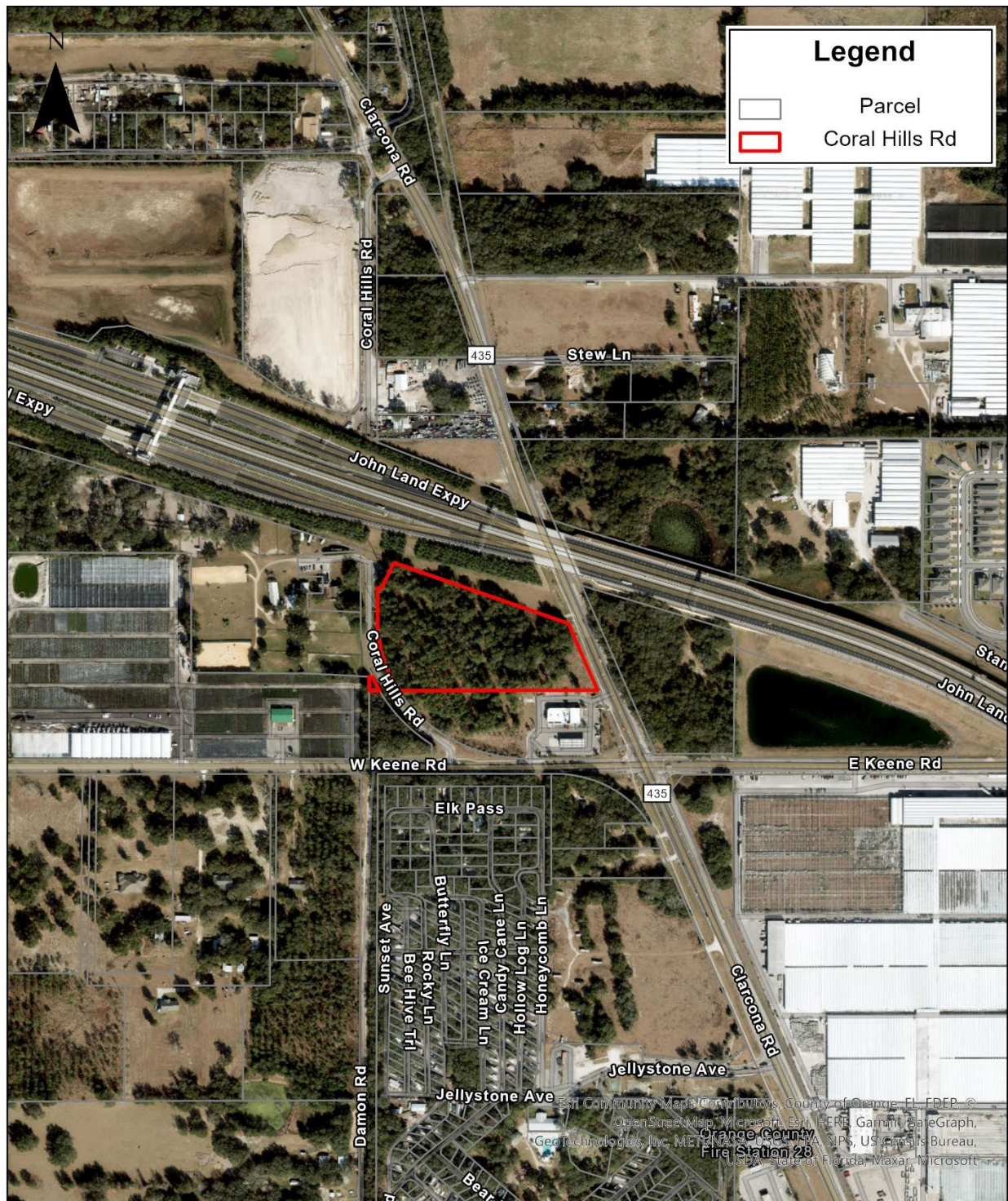
Approved as to form and legal sufficiency:

\_\_\_\_\_  
Cliff Sheppard, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: September 22, 2023

EXHIBIT "A"

Parcel Identification Number(s): 22-21-28-0000-00-068, 22-21-28-0000-00-207





## City of Apopka CITY COUNCIL STAFF REPORT

**Section:** PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

**Item #:** 3.

**Meeting Date:** November 1, 2023

**Department:** Community Development

**SUBJECT:**

Resolution Number 2023-35 - Extension of the Apopka Community Redevelopment Agency

**REQUEST:**

Approve Resolution Number 2023-35 for the extension of the Apopka Community Redevelopment Agency for an additional 10 years.

**SUMMARY:**

The Apopka Community Redevelopment Agency (CRA) was originally approved by the City of Apopka by Resolution Number 9316 on June 28, 1993. Orange County authorized the Apopka CRA through Resolutions 93-M-38, 93-M-39 and 95-M-25.

On September 26, 1995, the City and Orange County executed an Interlocal Agreement providing for certain matters with respect to the operations of the CRA and providing for a sunset date of January 1, 2024.

On June 21, 2017, the City adopted Resolution Number 2017-10 approving an update to the CRA Redevelopment Plan. On August 29, 2017, Orange County adopted Resolution 2017-M-29 approving those updates to the CRA Redevelopment Plan.

The City of Apopka is requesting an additional 10 years. As with the original CRA Plan and Finding of Necessity, conditions of slum and/or blighted areas continue to exist within the CRA area, and it finds that the purposes of the CRA and the public health, safety, and welfare will be served by extending the Plan for an additional ten (10) years.

Orange County requested a CRA project timeline for FY 2024 which was provided, and is attached to this report. City staff believe this year's project list and future projects outlined in the established CRA Redevelopment Plan in subsequent years will enable Apopka to establish the CRA District as a completely redeveloped area.

This Resolution Number 2023-35 is to continue the existence of the Apopka CRA and the CRA Redevelopment Plan until January 1, 2034.

**FUNDING SOURCE:**

The CRA Redevelopment Trust Fund as established by Ordinance Number 783 on June 18, 1993

**RECOMMENDED MOTION:**

Approve Resolution Number 2023-35 for the extension of the Apopka Community Redevelopment Agency for an additional 10 years.

**ATTACHMENTS:**

1. Apopka Resolution 2023-35 Extending CRA
2. CRA Project timelines - FY 2024



**RESOLUTION NO. 2023-35**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA APPROVING EXTENSION OF THE APOPKA COMMUNITY REDEVELOPMENT AGENCY'S TERMINATION DATE; MODIFYING THE APOPKA COMMUNITY REDEVELOPMENT PLAN'S TERMINATION DATE; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, on or about June 28, 1993, the City of Apopka, Florida (the "City") adopted Resolution No. 9316, creating the Apopka Community Redevelopment Agency (the "CRA") and adopting the Apopka Community Redevelopment Plan (the "Plan"); and

**WHEREAS**, the City's creation of the CRA and operations related thereto were duly authorized by Orange County (the "County") via Resolutions 93-M-38, 93-M-39, and 95-M-25, as required by Fla. Stat. 163.410; and

**WHEREAS**, on or about September 26, 1995, the City, CRA, and County executed that certain Interlocal Agreement between Orange County, Florida, the City of Apopka, Florida, and the Apopka Community Redevelopment Agency (the "Interlocal Agreement") providing for certain matters with respect to the operations of the CRA and providing a sunset date of January 1, 2024; and

**WHEREAS**, on or about June 21, 2017, the City adopted Resolution 2017-10 approving certain modifications to the Plan; and

**WHEREAS**, on or about August 29, 2017, the County adopted Resolution 2017-M-29 approving the City's modifications to the Plan; and

**WHEREAS**, the City Council finds conditions of slum and/or blighted areas continue to exist within the CRA area, and finds that the purposes of the CRA and the public health, safety, and welfare will be served by extending the Plan for an additional ten (10) years; and

**WHEREAS**, in accordance with the Plan and enacting resolutions, the initial term of the CRA and Plan is set to sunset on January 1, 2024.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA THAT:**

**Section 1.** The foregoing recitals are hereby verified as true and correct and are adopted as a material part of this Resolution.

**Section 2.** The City Council hereby adopts and approves the continued existence of the CRA and the Plan and to extend the duration of each until January 1, 2034.

**Section 3.** The City Council hereby resolves the City, CRA, and County to execute an amendment to the Interlocal Agreement providing for and authorizing the CRA and the Plan extension to January 1, 2034.

**Section 4.** If any section, subsection, sentence, clause, phrase, or portion of this Resolution is, for any reason, determined invalid, void, voidable, unenforceable, or unconstitutional by a court of competent jurisdiction, such portion will be deemed a separate, distinct, and independent provision, and such holding will not affect the validity of the remaining Resolution unless the purpose of this Resolution is frustrated thereby.

**Section 5.** This Resolution shall take effect immediately upon adoption.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2023, by the City Council of the City of Apopka, Florida.

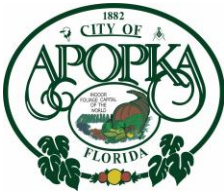
**CITY OF APOPKA, FLORIDA**

\_\_\_\_\_  
BRYAN NELSON, MAYOR

ATTEST:

\_\_\_\_\_  
SUSAN BONE, CITY CLERK





## Apopka Community Redevelopment Agency

120 E. Main Street, Apopka, Florida 32703-5346

Phone: 407-703-1700

[www.apopka.gov](http://www.apopka.gov)



### CRA Project timelines

FY 2024

The CRA projects and timelines are only for the major projects outlined in the FY 2024 CRA Budget. Additional projects may be taken to the CRA Board as funds become available.

#### Wayfinding Signage

CRA Redevelopment Trust Fund: \$100,000

Phase 1 - \$50,000 with 8 signs

Design: Sign design and locations verified. FDOT approval complete.

Bids: Three quotes attained

Construction: November-December 2023

#### Downtown Apopka Trail

CRA Redevelopment Trust Fund: \$2,565,629 (includes \$50,000 for cement portions)

This project has been designed. A minor addition to a portion of E. Station Street has been added from E. 6<sup>th</sup> Street to S. Park Ave. to change it to one-way running east. This will allow for better traffic flow and create additional on-street parking.

Working on five access and utility easements to be completed prior to bid.

Bids: January-February 2024

Award and construction expected to begin: April 2024.

#### Neighborhood Park at E. 8<sup>th</sup> Street and S. Highland

CRA Redevelopment Trust Fund: \$105,000

This site totaled 1.55 acres. The site had two drainage ditches which have been engineered to include pipping which will allow use of the land perimeters for park land. As a result, the City has already surveyed and has a plat ready for approval that will include a 0.83-acre neighborhood park, and four lots to be sold for affordable single-family homes. (please see attached preliminary plat).

The City Council is meeting October 18, 2023 to approve the timing for the plat approval and sale process for the property. Florida Statutes 163.380 must be followed for property disposal since the land is within the CRA district.

Plat is expected to go to the Planning Commission and City Council for approval in December 2023 – January 2024.

Design and engineering: February-March 2024

Bids: May 2024.

Construction: July-August 2024

#### City Hall block park

CRA Redevelopment Trust Fund: \$20,000

Apopka Parks & Recreation have a continuing contract with a local firm that will be designing the park, which will be based on the UCF study design from 2023.

Design and engineering: November-December 2023

Bids: December 2023-January 2024

Construction: January-February 2024

#### Skate Park & Pump Track – Fran Carlton Center (Edwards Field)

CRA Redevelopment Trust Fund: \$400,000.

Design through the Parks & Recreation Department's continuing contract. Primary funding is about 10% of the CRA budget which is also close to the City's TIF for the fiscal year.

Site design: May-June 2024

Bids: June-July 2024

Construction: August-September 2024

#### Assistance Programs

Six AP adopted – Four business and two residential.

CRA Redevelopment Trust Fund: \$150,000

The largest increase is going toward the Residential Impact Fee Assistance Program for affordable housing. This program funds all the applicable impact fees for new residential owner-occupied single-family homes, townhomes or condominiums. Ongoing

Mailing lists for residential and non-residential is being compiled for mailer. ADA accessibility for online access to the various applications, via the City's/CRA section of the website, is underway.

#### Electrical AMP Boxes – S. Central Ave. and E. 5<sup>th</sup> Street

CRA Redevelopment Trust Fund: \$150,000

Design and engineering: Dependent on the Station Street Project (apartments and event space) timing. Expected to be July-August 2024.

#### Community Outreach Program – Police

CRA and neighborhood Policing program. This program may be a budget amendment to replace the previous item – Electrical AMP boxes. That project may be delayed due to the Station Street Project timing.

CRA Redevelopment Trust Fund: \$100,000



## City of Apopka CITY COUNCIL STAFF REPORT

**Section:** PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

**Item #:** 4.

**Meeting Date:** November 1, 2023

**Department:** Public Services

**SUBJECT:**

Resolution 2023-36 - Authorizing the Execution of a Non-Exclusive Franchise Agreement for Commercial Solid Waste Services with JJ's Waste and Recycling, LLC, for Roll-Off Container Collection and Disposal of Waste within the City.

**REQUEST:**

Adopt Resolution 2023-36

**SUMMARY:**

Chapter 58, Article III, Code of Ordinances, City of Apopka, provides for private refuse collection service through the granting of a non-exclusive franchise for roll-off containers and grants the City Council the power, right, and authority to contract with persons, thereby granting a non-exclusive franchise to provide "roll-off" container collection and disposal of waste within the City.

**FUNDING SOURCE:**

Not applicable.

**RECOMMENDED MOTION:**

Adopt Resolution 2023-36, authorizing the execution of a Non-Exclusive Franchise Agreement with JJ's Waste and Recycling, LLC, for "roll-off" container collection and disposal of waste.

**ATTACHMENTS:**

1. JJ's Waste and Recycling Franchise Agreement
2. JJ's Waste and Recycling Resolution 2023-36

## FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement") is hereby made and entered into as of this 1st day of November, 2023 ("Effective Date") by and between the City of Apopka, Florida, a municipal corporation organized under the laws of the State of Florida ("City"); and JJ's Waste and Recycling, LLC whose business address is 3905 El Rey Road, Orlando, FL 32808 ("Franchisee").

For and in consideration of the granting to Franchisee of a non-exclusive franchise to provide roll-off container solid waste collection and disposal services within the City of Apopka, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Franchisee mutually agree and promise as follows:

### Section 1. Grant of Franchise and Term; Renewal.

- 1.1 *Grant of Non-exclusive Franchise.* Pursuant to Chapter 58, Article III, Code of Ordinances of the City of Apopka, City hereby grants a non-exclusive right, privilege, and franchise ("Franchise") to Franchisee to provide roll-off container solid waste collection and disposal services from property located within the corporate limits of the City of Apopka, Florida ("Franchise Area") in accordance with the terms of this Agreement, and all applicable laws.
- 1.2 *Term.* This Agreement takes effect on the date of its execution by City and continues in effect for five (5) years.

### Section 2. Franchisee's Authority; General Performance and Obligations of Franchisee.

- 2.1 *Authorized Independent Collector.* Franchisee is hereby authorized to provide roll-off container solid waste collection and disposal service within the Franchise Area. Franchisee shall be an independent collector and shall provide, at its own expense, all labor, insurance, supervision, machinery and equipment, plant building, trucks, and any other tools, equipment, accessories and things necessary to maintain the standard of collection and disposal set forth herein and pursuant to applicable law.
- 2.2 *Protection of Adjacent Property and Utilities.* Franchisee shall conduct its work with due care and in such a manner as to avoid damage to adjacent private or public property, including utilities, and shall immediately repair or pay for any damage incurred through its operations.
- 2.3 *Spillage.* Franchisee shall not litter or cause any spillage to occur upon the premises wherein the collection shall occur or on any rights-of-way or public property. During hauling, all solid waste shall be contained, tied, covered, or enclosed so that leaking, spilling, or blowing of waste are prevented. Franchisee shall promptly clean up all spillage. It shall be the responsibility of Franchisee to make sure that the size of container and frequency of collection is adequate for the amount of waste material deposited in the container.
- 2.4 *Disposal Site.* Franchisee shall dispose of waste only at landfills approved by the appropriate local, state and federal governmental agencies. City reserves the right to approve or disapprove sites, considering costs, routes within the city, and the rules and regulations of the governmental body having jurisdiction over said sites or facilities.



- 2.5 *Office.* Franchisee shall establish and maintain local office. Franchisee shall maintain sufficient telephones with local telephone numbers where service inquiries and complaints can be received by Franchisee. Franchisee's office shall be staffed with trained, responsible persons on duty during collection hours. Franchisee shall use either a telephone answering service or answering machine to receive service inquiries and complaints during those times when the office is closed. Franchisee also shall develop a system, subject to the approval of the City's Public Services Director ("Director"), for receiving emergency calls from the public at any time, and for communicating with City regarding emergency matters.
- 2.6 *Complaints.* All complaints shall be promptly resolved by Franchisee.
- 2.7 *Permits and Licenses.* Franchisee shall obtain, at its sole expense, any and all permits and licenses required by applicable law in connection with this Agreement, and Franchisee shall maintain the same in full force and effect throughout the term of this Agreement. Any revocation, termination, or non-renewal of Franchisee's licenses or permits shall be reported to the City within three (3) calendar days.
- 2.8 *Unauthorized Collectors.* Franchisee agrees to defend City in the protection of the right of Franchisee from encroachment by unauthorized collectors within the Franchise Area.
- 2.9 *Hours.* No collection activities shall begin before 6:00 a.m. or continue later than 7:00 p.m. All collections shall be made as quietly as possible with a minimum of noise and disturbance to the customers and the public. Franchisee shall modify its collection schedule upon request of City.
- 2.10 *Title to Waste.* Title to all waste shall be vested in Franchisee upon being loaded for transport in Franchisee's containers.
- 2.11 *Prohibitions on Biological, Biomedical and Hazardous Waste.* Franchisee shall not collect biological, biomedical, or hazardous waste of any kind. Franchisee shall not collect any solid waste that Franchisee reasonably knows or should know is biological, biomedical, or hazardous waste. Franchisee shall immediately notify the Director if any customer, person, or entity delivers or attempts to deliver such material to Franchisee, or places such material in any container of Franchisee. City shall have the right to inspect the solid waste collected by Franchisee at any time.

### **3. Vehicles and Equipment.**

- 3.1 *Vehicles and Equipment.* Franchisee shall provide an adequate number of vehicles and equipment, approved by the Director, for collection services and back up in the event of any breakdowns. Equipment shall be kept in good repair, appearance, and in a safe and sanitary condition at all times. Vehicles used by Franchisee shall be clearly identified on each side with Franchisee's name and local telephone number. Containers used by Franchisee shall also be identified with Franchisee's name and local telephone number.
- 3.2 *Location of Container.* Containers shall be placed at locations that are mutually acceptable to Franchisee and the customer and in compliance with applicable law. Containers shall be located on private property. City property may be used for the sitting of containers only with the written approval of the Director.

4. **Franchisee Personnel.** Franchisee shall assign a qualified person or persons to be in charge of Franchisee's operations in the Franchise Area. Franchisee shall provide City with a written list containing the names and telephone numbers, including emergency telephone numbers, of Franchisee's operations manager and other key personnel, updated when changes are made.

4.1 All of Franchisee's employees shall be properly trained and qualified to perform the tasks assigned to them. Franchisee shall provide routine training in operating and safety procedures.

4.2 Each driver of Franchisee's vehicles shall at all times carry a valid Florida driver's license for the type of vehicle that is being operated.

4.3 Franchisee's employees shall treat all customers in a polite and courteous manner. All personnel of Franchisee shall refrain from belligerent behavior. Franchisee shall promptly take appropriate action to correct any such behavior.

4.4 Franchisee's personnel shall not request tips or payment of any kind from customers. Invoices for services rendered by Franchisee shall be sent to the customer at an agreed upon billing address.

4.5 No person shall be denied employment by Franchisee for reasons of race, creed, or religion. Franchisee shall comply with all applicable laws relating to wages, hours, overtime, disability, and all other matters relating to the employment and protection of employees, now or hereafter in effect.

5. **Collection Contracts.**

5.1 Franchisee may contract to provide collection services within the Franchise Area for any person, organization, firm, or requesting the service.

5.2 Franchisee agrees to provide the Director with the location of its containers and the names and addresses of the customers and number of pick-ups made.

5.3 If the Director orders removal of a container and the subject container remains at the location more than forty-eight (48) hours after telephone or written notice by the Director to Franchisee to remove the container, Franchisee shall pay to City the agreed sum of Fifty (\$50.00) Dollars per day until the container is removed.

6. **Rates; Billing.**

6.1 *Rates.* The collection service rates may be negotiated between Franchisee and the customer.

6.2 *Billing.* Billing for collection services and collection of amounts due Franchisee shall be the sole responsibility of Franchisee.

7. **Franchise Fee.**



- 7.1 Franchisee shall pay to City a franchise fee for each container pickup. In addition, franchisee shall pay the city a fee for administrative and inspection costs and expenses incurred by the city in connection with the franchise. This fee shall be payable monthly from all franchisees to the city, beginning 30 days after the effective date of the franchise and continuing for the duration of the franchise. This fee shall be credited monthly against the franchise pickup fee. Fees payable under this franchise will be adopted by resolution by City Council. This franchise fee payment shall be made on or before the fifteenth day of each month for all service fees collected by Franchisee during the immediately preceding month.
- 7.2 The leasing or sale of compactors is not intended to be regulated by this Franchise Agreement. The leasing or sale of compactors is not subject to Franchise Fees. Collection and disposal services from compactors, however, shall be subject to Franchise Fees and shall be considered roll-off container solid waste collection and disposal service for purposes of this Agreement.

**8. Books, Records, Reports.**

- 8.1 *Franchise Records.* Franchisee shall keep records in accordance with generally accepted accounting practices of wastes collected and the charges billed and collected for services provided within the franchise area. City shall have the right to review such records which in any way pertain to the payments due City as well as the billing of all customers by Franchisee. Franchisee shall make its City franchise records and related materials (including, but not limited to, dump tickets, customer invoices, transaction files) available to the Director and City's Finance Director at all reasonable times. Failure to furnish the requested materials or to maintain complete and accurate City franchise and all other related books and records, or to make such books and records available to City, shall be considered material breach of this Agreement, and City shall be entitled to terminate this Agreement and to collect any damages resulting there from. Franchisee shall keep all such Franchise and other related books and records on file and available for review by City for not less than three (3) years from the date of termination of this Agreement. This subsection shall survive termination in order to provide compliance with the provisions hereof.
- 8.2 *Annual Report.* Beginning at Franchisee's fiscal year-end occurring subsequent to the Effective Date, Franchisee shall furnish the Director with an original and one copy of an annual report on or before the forty-fifth day following such fiscal year-end. The end date of Franchisee's fiscal year shall be provided to the Director prior to the Effective Date of this Agreement. Franchisee shall have a continuing duty to apprise the Director of any change in such fiscal year end date. The annual report shall include a statement of all pickups for the previous fiscal year, and certify that all payments under this agreement have been correctly computed and submitted on time to the city. The annual report shall provide all information needed by City to comply with the reporting requirements established by state and federal law.

9. **Compliance with Laws.** Franchisee and its employees, agents, contractors, and subcontractors shall observe and comply with all present and future applicable laws that pertain or apply to this Agreement and the services to be rendered pursuant to the Franchise.
10. **Release and Indemnity.** In consideration of City granting to Franchisee the franchise provided for in this Agreement, together with other good and valuable consideration, the receipt and

sufficiency of which is hereby acknowledged and specifically in exchange for the release and indemnification provided for herein, Franchisee hereby releases and agrees to indemnify and hold harmless the City, its Departments, its elected officials, officers, employees, and agents, from any and all claims, liabilities, suits, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees and costs through trial and appeal arising in any manner whatsoever out of, from, or due to the Franchisee's operations or arising out of the violation of any applicable law by Franchisee or any persons or entities employed or utilized by Franchisee. Should any such claim be made or suit brought against City, Franchisee shall be notified of and have the duty to defend City against such claims or suits; provided, however, that City has the sole option to defend against such claims or suits itself, or to hire independent legal counsel. Franchisee specifically agrees to reimburse City, in full, for all such costs and attorneys' fees and to pay any judgment rendered against City in any such case.

## **11. Insurance.**

11.1 *General.* Before commencing operations under this Agreement within the Franchise Area, Franchisee shall procure insurance of the types and to the limits specified herein. Franchisee shall require each of their subcontractors, if any, to procure and maintain, until completion of that subcontractor's work, insurance of types and to the limits specified below. It shall be the responsibility of Franchisee to ensure that all subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors. City reserves the right to request proof of subcontractor's insurance from Franchisee.

11.2 *Coverage.* Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

11.2.1 Workers' Compensation. Coverage to apply for all employees for statutory limits in compliance with applicable state and federal laws. Companies with four (4) or more employees shall be required to have workers' compensation coverage meeting the minimum requirements of this section. In addition, the policy must include:

- (a) Employer's Liability with a limit of \$100,000 each accident and disease.
- (b) Notice of Cancellation or Restriction. The policy must be endorsed to provide City with thirty (30) days notice of cancellation or restriction.
- (c) If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

11.2.2 Commercial General Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include:

- (a) Minimum limits of \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
- (b) Premises and Operations.
- (c) Independent Contractors.



- (d) Products and Completed Operations (if applicable). Contractors shall maintain in force until at least three (3) years after completion of all services required under the Agreement, coverage for products and completed operations, including Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless or indemnification agreement.
- (f) Additional Insured. City is to be specifically included as an additional insured for any claims of liability against City resulting from operations of Franchisee under the Franchise or in performance of this Agreement and for any claims of liability against City for acts or omissions of City in connection with any alleged duty to supervise such operations. Franchisee's insurance including that applicable to City as an additional insured shall apply on a primary basis and any other insurance maintained by City shall be in excess of and shall not contribute with Franchisee's insurance. Franchisee's insurance shall contain a severability of interest provision, providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.
- (f) Notice of Cancellation or Restriction. The policy must be endorsed to provide City with thirty (30) days notice of cancellation or restriction.
- (g) Coverage on an occurrence basis.

11.2.3 Business Auto Policy. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and must include:

- (a) Minimum Limits of \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
- (b) Owned Vehicles.
- (c) Hired and Non-Owned Vehicles.
- (d) Notice of Cancellation or Restriction -The policy must be endorsed to provide City with thirty (30) days notice of cancellation and/or restriction.
- (e) Additional Insured. City is to be specifically included as an additional insured. Franchisee insurance including that applicable to City as an additional insured shall apply on a primary basis and any other insurance maintained by City shall be in excess of and shall not contribute with Contractor's insurance. Contractor's insurance shall contain a severability of interest provision, providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Named Insured in the same manner as if separate policies had been issued to each.

- 11.3 *Certificates of Insurance.* Certificates of insurance evidencing the insurance coverage specified in the previous paragraphs shall be filed with City before the Effective Date. The required certificates of insurance not only shall name the types of policies provided, but also shall refer specifically to this Agreement and section and the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this contract. If the initial insurance expires prior to the expiration or termination of this Agreement, renewal certificates of insurance and required copies of policies shall be furnished thirty (30) days prior to the date of their expiration.

**12. Default; Termination; Remedies.**

- 12.1 *Default.* In the event that Franchisee defaults in the performance of any obligations to be performed by it hereunder or fails to comply with any applicable law, City may, in its sole discretion, after thirty (30) days written notice to Franchisee, terminate this Agreement. The City Administrator shall have the authority and discretion to determine such defaults on behalf of City and terminate this Agreement.
- 12.2 *Date of Termination for Default.* Termination shall be effective upon the date specified in City's written notice to Franchisee and upon such date this Agreement shall be deemed terminated.
- 12.3 *Remedies.* All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other, or of any other remedy available to City, at law or in equity. Except as otherwise provided herein regarding the obligation of Franchisee to reimburse or pay City's costs and fees as provided in Section 10 of this Agreement, in any dispute between the parties arising from this Agreement and the enforcement hereof, each party shall bear their own attorneys' fees and costs.

**13. General Provisions.**

- 13.1 *Survival.* Except as otherwise expressly provided herein, each obligation in this Agreement to be performed by Franchisee shall survive the termination or expiration of this Agreement.
- 13.2 *Waiver.* The failure of City at any time to require performance by Franchisee of any provision hereof shall in no way affect the right of City thereafter to enforce the same. No waiver by City of any breach of any provision hereof shall be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- 13.3 *Governing Law and Venue.* This Agreement shall be governed by and interpreted pursuant to the laws of the State of Florida. Venue for resolution of any and all disputes between the parties and any legal action necessary to interpret or enforce this Agreement shall be in Orange County, Florida.
- 13.4 *Severability.* The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid



provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent the entire Agreement from being deemed void, at the option of City, if a provision which is determined to be void is found by City, in its sole discretion, to form the essence of this Agreement. The City Administrator shall have the authority and discretion to determine such defaults on behalf of City and terminate this Agreement.

- 13.5 *Modification of the Agreement.* This Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes all prior and contemporaneous agreements and understandings, representations and warranties, matters, whether oral or written, relating to such matters and this Agreement shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. Such modification shall be in the form of an Amendment executed by both parties.
- 13.6 *Independence of Parties.* It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of copartners or joint ventures between the parties hereto, or as constituting Franchisee as the agent, representative, contractor, or employee of City for any purpose whatsoever. Franchisee is and shall remain and be deemed to be independent of City as a strictly non-governmental proprietary business entity merely granted permission by City to operate its business enterprise within the Franchise Area pursuant to the Franchise granted by City.
- 13.7 *Resolution of Disputes.* Any and all disputes or disagreements arising out of this Agreement shall be subject to the decision of the Director, with the right of the Franchisee to appeal pursuant to Section 58-22, Code of Ordinances of the City of Apopka.
- 13.8 *Representations of the Franchisee.* Franchisee represents that: (a) it is either a sole proprietorship or a recognized legal entity duly organized and active under the laws of the State of Florida; (b) this Agreement has been duly authorized, executed, and delivered in the State of Florida; and (c) it has the required power and authority to perform this Agreement.
- 13.9 *Notices.* All dealings, contacts, notices, and payments between Franchisee and City shall be directed by Franchisee to the Director and by City to the Franchisee's Manager as follows:

As to City:                      Deodat Budhu  
Director, Public Services Department  
748 East Cleveland Street  
Apopka, Florida 32703  
Telephone: 407-703-1731

As to Franchisee:              JJ's Waste and Recycling, LLC  
3905 El Rey Road  
Orlando, FL 32808  
Telephone: 407-298-3932

Notice of any change in a party's designated representative or contact information shall be provided to the other party as provided herein for delivery of notices. Except as otherwise provided in this Agreement, all notices, certificates, reports, requests, demands, materials, and other communications hereunder or pursuant to this Agreement shall be in writing and



deemed to have been duly given: (a) upon delivery (personally, by courier service such as FedEx or by other messenger) to the address of the appropriate party's designated representative; or (b) upon receipt as evidenced by the appropriate form of the United States Postal Service after mailing by United States registered or certified mail, return receipt requested, postage prepaid to such address; or (c) upon mailing if such registered or certified mail is refused by the recipient or returned unclaimed to the sender.

- 13.10 *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy and all of which shall constitute one and the same instrument.
- 13.11 *Headings.* Captions and headings in this Agreement are for ease of reference only and shall not constitute a part of this Agreement nor affect its meaning, construction, or effect.
- 13.12 *Administration.* The Director shall have authority for day to day administration of this Agreement on behalf of City except as to such matters reserved herein to the City Administrator and as to any amendments to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

ATTEST:

CITY OF APOPKA, FLORIDA

\_\_\_\_\_  
Susan Bone, City Clerk

\_\_\_\_\_  
Bryan Nelson, Mayor

Approved as to form and legal sufficiency

\_\_\_\_\_  
Cliff Sheppard, City Attorney

WITNESSES

[Signature]  
Signature

Kevin Guzman  
Print Name

[Signature]  
Signature

Steve Diamond  
Print Name

[FRANCHISEE]

[Signature]  
Signature

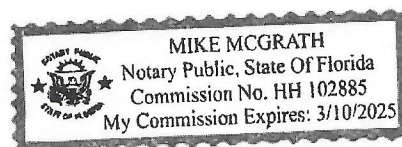
JARREN BARRON  
Print Name

General Manager  
Title

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☐ physical presence OR ☐ online notarization, this 27<sup>th</sup> day of Sept, 2023, by Kevin Guzman & Steve Diamond, who is ☒ personally known to me OR ☐ who has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                               |  |                                                                                                                                                                                                   |  |
|-----------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>East Coast Global Insurance LLC<br>217 High Street<br>Somersworth NH 03878 |  | <b>CONTACT</b><br>NAME:<br>PHONE (A/C, No, Ext): (603) 842-5968<br>FAX (A/C, No): (603) 842-5971<br>E-MAIL: marcw@ecgillc.com<br>ADDRESS:                                                         |  |
| <b>INSURED</b><br>JJ's Waste & Recycling LLC<br>PO Box 585458<br>Orlando FL 32858             |  | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: Nautilus Insurance Company NAIC # 17370<br>INSURER B: Key Risk Insurance Company 10885<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |  |

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                      | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                    |              |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|-------------------------------------------|--------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                                                                                                       | x         | x        | ECP2031460-13 | 03/15/2023              | 03/15/2024              | EACH OCCURRENCE                           | \$ 1,000,000 |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                                                                                         |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000   |
|          | <input checked="" type="checkbox"/> Pollution Liability                                                                                                                                |           |          |               |                         |                         | MED EXP (Any one person)                  | \$ 10,000    |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:                              |           |          |               |                         |                         | PERSONAL & ADV INJURY                     | \$ 1,000,000 |
| B        | <input type="checkbox"/> AUTOMOBILE LIABILITY                                                                                                                                          | x         | x        | BAP2031457-13 | 03/15/2023              | 03/15/2024              | GENERAL AGGREGATE                         | \$ 2,000,000 |
|          | <input type="checkbox"/> ANY AUTO                                                                                                                                                      |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG                    | \$ 2,000,000 |
|          | <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS                                                                                          |           |          |               |                         |                         |                                           |              |
|          | <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                                          |           |          |               |                         |                         |                                           |              |
| A        | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB                                                                                                 | x         | x        | FFX2031461-13 | 03/15/2023              | 03/15/2024              | COMBINED SINGLE LIMIT (Ea accident)       | \$ 1,000,000 |
|          | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                                                                                                     |           |          |               |                         |                         | BODILY INJURY (Per person)                | \$           |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N       | N/A      |               |                         |                         | BODILY INJURY (Per accident)              | \$           |
|          |                                                                                                                                                                                        |           |          |               |                         |                         | PER STATUTE                               | OTH-ER       |
|          |                                                                                                                                                                                        |           |          |               |                         |                         | E.L. EACH ACCIDENT                        | \$           |
|          |                                                                                                                                                                                        |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE                | \$           |
|          |                                                                                                                                                                                        |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT               | \$           |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

City of Apopka  
120 E. Main Street  
Apopka FL 32703

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

<TF>





# CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2559823

DATE (MM/DD/YYYY)

7/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                 |                                                                                                                                                                                                             |
|-------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Lockton Companies, LLC<br>3657 Briarpark Dr., Suite 700<br>Houston, TX 77042 | <b>CONTACT NAME:</b> 888-828-8365<br><b>PHONE (A/C, No, Ext):</b><br><b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b> INSPERITYCERTS@LOCKTONAFFINITY.COM                                                     |
| <b>INSURED</b><br>JJ'S WASTE AND RECYCLING LLC<br>3905 EL REY RD<br>ORLANDO, FL 32808-7917      | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Indemnity Insurance Co. of North America<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                | ADDL SUBR INSD WVD                                           | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                    |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|---------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                                              |               |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$                  |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                     |                                                              |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                     |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                               |                                                              |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                  |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                    | <input type="checkbox"/> Y <input type="checkbox"/> N<br>N/A | C51438073     | 10/1/2022               | 10/1/2023               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

JJ'S WASTE AND RECYCLING LLC  
3905 EL REY RD  
ORLANDO, FL 32808

**RESOLUTION NO. 2023-36**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, APPROVING AND AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE FRANCISE AGREEMENT FOR COMMERCIAL SOLID WASTE SERVICES WITH JJ'S WASTE AND RECYCLING LLC, FOR ROLL-OFF CONTAINER COLLECTION AND DISPOSAL OF WASTE WITHIN THE CITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 58, Article III, Code of Ordinances, City of Apopka, provides for private refuse collection service through the granting of a non-exclusive franchise for roll-off containers;

**WHEREAS**, Chapter 58, Article III grants the City Council the power, right, and authority to contract with persons thereby granting a non-exclusive franchise to provide "roll-off" container collection and disposal of waste within the City; and

**WHEREAS**, Chapter 58, Article III provides for requirements, outlining franchisee's duties, providing the terms and conditions under which such franchise shall operate; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA THAT:

**SECTION I:** The foregoing "Whereas" clauses are hereby adopted and incorporated herein as forming the legislative and administrative findings, purpose, and intent of this Resolution.

**SECTION II:** The City Council hereby authorizes the Mayor to execute and deliver to JJ's Waste and Recycling LLC, that Franchise Agreement for non-exclusive franchise to provide roll-off container solid waste collection and disposal from property located within the corporate limits of the City of Apopka, attached and incorporated hereto as Exhibit A.

**SECTION III:** This Resolution shall become effective upon final adoption by the City Council.

ATTEST

CITY COUNCIL OF THE CITY  
OF APOPKA, FLORIDA

---

Susan Bone, City Clerk

---

Bryan Nelson, Mayor

APPROVED as to form and legal sufficiency

---

Clifford Shepard, City Attorney