CITY COMMISSION

REGULAR MEETING AGENDA

MONDAY, NOVEMBER 14, 2022 - 6:30 PM

CITY HALL - COMMISSION CHAMBERS

1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA

CALL TO ORDER

Roll Call
Invocation
Pledge of Allegiance
Agenda Changes

AWARDS AND PRESENTATIONS

100. Not Used

INFORMATIONAL AGENDA

200. Current Development Projects Summary
Nov 14 2022 Projects Summary

201. Results of the Tuesday, November 8, 2022 General Municipal Election

PUBLIC INPUT

Anyone who wishes to speak during Public Input on any Agenda Item or subject matter will need to fill out a "Public Input" form. Individuals will limit their comments to three (3) minutes, and representatives of groups or homeowners' associations shall limit their comments to five (5) minutes, unless otherwise determined by the City Commission.

CONSENT AGENDA

300. Final Budget Amendment for Fiscal Year 2021-2022
RESOLUTION 2022-33.pdf
FYE Budget Amend FY2022 - Attachments.pdf

301. Intersection Signalization Improvements on SR 434 at Michael Blake Boulevard
SR 434 and Michael Blake Boulevard Intersection Signalization Construction Proposals Review IFB 603865-20-CAR

302. Drum Roller Purchase
Contract Rider for Purchase of Drum Roller.docx
Drum Roller Contract Rider Exhibit 1.pdf
Drum Roller Contract Rider Exhibit 2.pdf
Drum Roller Contract Roller Award Report Excerpt Exhibit 3.pdf
Drum Roller Contract Rider Exhibit 4.pdf
Drum Roller Contract Rider Exhibit 5.doc

303. Police Body Camera Bid Proposal.

304. Police Vehicle Purchase

Alan Jay Fleet Sales Quote.pdf

305. Resolution No. 2022-34 Ratifying the Declaration of Local Emergency related to Ongoing Hurricane Ian Recovery
2022 11 10 Declaration of Local Emergency - Hurricane Ian Recovery.pdf
Resolution 2022-34.pdf

306. Approval of the Minutes from the Monday, October 24, 2022 City Commission Regular Meeting
2022 10 24 Commission Regular Meeting Minutes

PUBLIC HEARINGS AGENDA

400. First Reading of Ordinance 2022-04 Amending Section 20-323 of the City Code to Amend the List of Permitted Uses in the Town Center District Code, specifically in the T4 and T5 Transects.
Ordinance 2022-04 Veterinary Clinics Medical Uses Town Center 1st Reading.pdf

REGULAR AGENDA

500. Request to the Florida Department of Transportation (FDOT) to Lower Posted Speeds on SR 434 from Tuskawilla Road to SR 417.
FDOT SR 434 Speed Reduction Request.docx

501. Discussion on City Chaplain Appointment Process
Resolution 2022-27 Creation of Voluntary City Chaplain Position.pdf

502. Deputy Mayor Nomination

503. Appointment Opportunities for City Boards and Committees

504. New Business

REPORTS

600. City Manager Shawn Boyle
601. City Attorney Anthony A. Garganese
602. City Clerk Christian Gowan
603. Seat One Commissioner Matt Benton
604. Seat Two Commissioner Victoria Colangelo
605. Seat Three Commissioner Ted Johnson
606. Seat Four Commissioner Cade Resnick
607. Seat Five Commissioner Rob Elliott
608. Mayor Kevin McCann

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ADJOURNMENT

PUBLIC NOTICE

This is a Public Meeting, and the public is invited to attend and this Agenda is subject to change. Please be advised that one (1) or more Members of any of the City's Advisory Boards and Committees may be in attendance at this Meeting, and may participate in discussions.

Persons with disabilities needing assistance to participate in any of these proceedings should contact the City of Winter Springs at (407) 327-1800 "at least 48 hours prior to meeting, a written request by a physically handicapped person to attend the meeting, directed to the chairperson or director of such board, commission, agency, or authority" - per Section 286.26 *Florida Statutes*.

"If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based" - per Section 286.0105 Florida Statutes.

CURRENT DEVELOPMENT PROJECTS SUMMARY

PROJECT NAME	LOCATION	LAST ACTION ITEM	CURRENT STATUS
Chase Bank	Town Center Adjacent to Wendy's	Community Workshop was held on 02/20/20 CUP and DA approved by the CC on 11/16/20. DA, Final Engineering, Waiver, & Aesthetic Plans approved by the CC 10/25/2021.	Pending Site Acceptance
Dream Finders Townhomes (Seminole Crossing) **114 Single-Family Homes (Attached)**	Town Center East side of Michael Blake Blvd.	DA, Final Engineering, Waivers, & Aesthetic Review approved by the CC on 12/09/2019. Final Plat approved by the CC on 09/28/20. Site acceptance complete on 07/12/2021.	Single-Family Homes are under construction.
Hickory Grove Townhomes **132 Single-Family Homes (Attached)**	Town Center Northeast of Bear Springs Drive and Blumberg Blvd.	A Non-Binding review was held at the CC on 02/25/2021. Community Workshop was held on 08/26/2021. DA, Final Engineering, Specimen Tree Removal, Waivers, Variance, & Aesthetic Review PZB recommended approval on 02/10/22. Waivers 1 & 2, Variance, & Aesthetic Review approved by CC on 03/14/22. DA, Final Engineering, Specimen Tree Removal, & Waiver 3 approved by CC on 05/23/22.	Preconstruction meeting held on 06/01/22 Second preconstruction meeting held on 8/19/22
Living Life Development (ILF)	North Side of W SR 434, west of Fountaintree Dr.	N/A	Awaiting resubmitted plans from the applicant
The Studios at Tuscawilla	Vistawilla Dr. Adjacent to Seminole Trail Animal Hospital	New application submitted in July 2022	Awaiting complete application materials
Fifth Third Bank	Town Center Southwest corner of SR 434 and Tuskawilla	Community Workshop held on August 15	Public Hearings at P&Z (November 17) and City Commission (December 12)

Sutton Crossings	Town Center Southeast corner of SR 434 and Tuskawilla, just south of Mobil station	Pre-application meeting held on July 22	Awaiting formal application
Exxelia (Expansion)	Northeast corner of Highway 17-92 and Shepard	Pre-application meeting held on July 14	Awaiting formal application
Winter Springs Townhomes – Rare Builders	Town Center East of Michael Blake Boulevard and south of Treehouse St.	Pre-application held in 2020	Awaiting complete submittal for site plan review
Avid At Winter Springs (Formerly Winter Springs Mixed Use)	West side of Tuskawilla Rd. just south of Milky Way (County Enclave)	Non-Binding Application under review	Non-Binding presentation at City Commission in December
The Adel at Lake Jesup	North side of Orange Ave. just west of Tuskawilla Rd.	N/A	Awaiting complete Non-Binding Submittal
Excelsior Townhomes	North side of Excelsior Pkwy at Moss Rd.	Submitted partial application materials	Awaiting complete submittal for site plan review
1270 Belle Ave	West side of Belle Ave. just south of SR 434	Pre-application meeting held on October 27	Awaiting formal submittal
CASTO Winter Springs	North side of SR 434 just east of Michael Blake Blvd	Pre-application meeting on November 17	Awaiting formal submittal pending pre-application meeting

For more information please click the link below:

City of Winter Springs Community Development Projects List/Locations

Notes: ADU = Accessory Dwelling Unit

CC = City Commission

CO = Certificate of Occupancy

CUP = Conditional Use Permit

DA = Development Agreement

PZB = Planning and Zoning Board

SE = Special Exception

*Currently Inactive

INFORMATIONAL AGENDA ITEM 201

CITY COMMISSION AGENDA | NOVEMBER 14, 2022 REGULAR MEETING

TITLE

Results of the Tuesday, November 8, 2022 General Municipal Election

SUMMARY

The City of Winter Springs (via the Seminole County Supervisor of Elections Office) held a General Municipal Election on November 8, 2022. This Agenda Item is to inform the Mayor and City Commission of the unofficial results of the November 8, 2022 Winter Springs General Municipal Election.

As noted in the Winter Springs Charter:

Section 4.03. - Election and terms.

(a) The regular election of mayor and commissioners shall be held at the time provided for in Section 8.01 of this Charter. All elections shall be for four-year terms of office. The terms of the mayor and commissioner shall begin at the next scheduled regular or special meeting of the city commission of each year an election is held, and its members shall serve until their successors have taken office.

This year, the following Seats were up for Election [for a four (4) year Term of Office]:

- Mayor: Currently held by Mayor Kevin McCann
- Seat Two: Currently held by Deputy Mayor Kevin Cannon
- Seat Four: Currently held by Commissioner TiAnna Hale

The Seminole County Supervisor of Elections will be providing Certified Results at a later date. In the meantime, when this Agenda Item went to publication, the results as shown below were "unofficial"

MAYOR:	**(4 YEAR TERM)**	
Mark Caruso	6,320 Votes	40.98%
Kevin McCann	6,714 Votes	43.53%
Brandon Morrisey	2,389 Votes	15.49%
COMMISSIONER SEAT TWO	**(4 YEAR TERM)**	
Kevin Cannon	7,315 Votes	46.99%
Victoria Colangelo	8,252 Votes	53.01%
COMMISSIONER SEAT FOUR	**(4 YEAR TERM)**	
TiAnna Hale	7,355 Votes	49.14%
Cade Resnick	7,611 Votes	50.86%

RECOMMENDATION

Staff requests the City Commission receive and review the information provided in this Agenda Item.

CONSENT AGENDA ITEM 300

CITY COMMISSION AGENDA | NOVEMBER 14, 2022 REGULAR MEETING

TITLE

Final Budget Amendment for Fiscal Year 2021-2022

SUMMARY

The City is requesting the Commission consider approval of Resolution 2022-33 amending the Fiscal Year 2021-2022 Budget.

This agenda item is needed to amend the FY 2021-2022 budget for those funds which vary from the originally adopted budget. The vast majority of the amendments are necessary for one of the following reasons:

- accrual of revenues and expenses in the appropriate fiscal period.
- variations between budgeted (estimated) and actual expenditures and revenues.
- 2021-2022 agenda items with fiscal impact.

The City Charter provides that the Commission may amend the budget by resolution. Please note that only those funds requiring budget adjustment are included herein.

Part of the normal course of operations at fiscal year-end is the accrual of revenues and expenses. The accruals are necessary for aligning revenues and expenses with the fiscal period to which they relate. It is also typical for some variances between actual and budgeted expenses and revenues to require budget adjustments. Furthermore, over the course of the fiscal year various agenda items are approved by the Commission. In some cases, those approved agenda items lack specific language to amend the expenditure budget or the appropriation to or from fund balance. This resolution formalizes the fiscal impact of those actions.

This budget amendment allows for general fund transfers to the Solid Waste Fund to offset Hurricane Ian debris management expenses, and to Transportation Improvement Fund for future road and bridge capital projects. In addition, though not a budget transfer, the year end analysis includes the intent to restrict a portion of the ending fund balance for the purchase of new patrol vehicles in the Police Department in FY 2023.

Shown in Attachment 1 are the final budgeted ending fund balances for all funds requiring amendment for the 2021-2022 fiscal year. Please note these are budgeted figures only, not to be confused with audited financial statements which will be available by the end of March 2023. State statute requires that final budget amendment be formalized by November 29, 2022 [Section 166.241 F.S.].

RECOMMENDATION

Staff recommends the City Commission consider and approve Resolution 2022-33.

RESOLUTION 2022-33

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 BUDGET; PROVIDING FOR SEVERABILITY, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, AND AN EFFECTIVE DATE.

WHEREAS, Section 7.05 of the City Charter provides that the annual City budget may be amended by Resolution duly adopted by the Commission; and

WHEREAS, the City Commission of the City of Winter Springs deems that this Resolution is in the best interests of the public health, safety, and welfare of the citizens of Winter Springs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. **Incorporation of Recitals.** The foregoing recitals are deemed true and correct and are hereby fully incorporated by this reference.

Section 2. **Final Budget Amendment.** That the Fiscal Year 2021-2022 City Budget is amended as provided in Attachments 1 and 2 attached hereto.

Section 3. **Repeal of Prior Inconsistent Resolutions.** All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

Section 5. **Effective Date.** This Resolution shall become effective immediately upon adoption by the City Commission of the City of Winter Springs, Florida.

RESOLVED by the City Commission of the City of Winter Springs, Florida, in a regular meeting assembled on the 14th day of November, 2022.

_____

KEVIN McCANN, Mayor

ATTEST:

_____

CHRISTIAN GOWAN, City Clerk

Approved as to legal form and sufficiency for the City of Winter Springs only:

_____

ANTHONY A. GARGANESE, City Attorney

Attachment 1 - Budget Amendment Detail

Resolution 2022-33

General Fund

Funds not included in this summary do not require a budget amendment

HELPFUL TOOLS: Annual Comprehensive Financial Report for the year ended September 30, 2021 as approved by City Commission on 03/28/2022; Fiscal Year 2021-2022 Original Budget as approved by City Commission on 9/27/21 Public Hearing 401.		Difference in Beg Fund Bal Projected to Actual	Actual Beg Fund Balance 9/30/21 ACFR
General Fund #001:			
As approved by City Commission on 9/27/21 Public Hearing Item 401:			
10/1/21 Budgeted Beginning Fund Balance	$8,935,387	$107,600	$9,042,987
FY 2022 Budgeted Appropriation TO (FROM) Fund Balance	$0		
9/30/22 Budgeted Ending Fund Balance	***$8,935,387***		
Amendments to be approved tonight to Original FY 2021-2022 Budget (as approved on 09/27/21):			
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/21 ACFR	*$107,600*		
	$0		
Community Events:			
Recognize revenue budget - Winter Wonderland	$8,730	mid-yr	
Recognize expenditure budget - Winter Wonderland (7415)	($8,730)	mid-yr	
Recognize revenue budget - Hometown Harvest	$8,800	mid-yr	
Recognize expenditure budget - Hometown Harvest (7415)	($8,800)	mid-yr	
Recognize revenue budget - Celebration of Freedom	$62,271	mid-yr	
Recognize expenditure budget - Celebration of Freedom (7415)	($62,271)	mid-yr	
Recognize revenue budget - Explore Outdoors	$8,232	mid-yr	
Recognize expenditure budget - Explore Outdoors (7415)	($8,232)	mid-yr	
Recognize General Fund revenue budget (Rev Sharing)	$100,000	mid-yr	
Dep't 72 Parks - Trotwood parking lot - Infrastructure, Vehicles, M&E (7230)	($100,000)	mid-yr	
Recognize General Fund revenue budget (Rev Sharing)	$46,255	mid-yr	
Dep't 21 Police - PD truck (2130)	($46,255)	mid-yr	
Increase multiple General Fund revenue budgets (i.e. CST, Elect, 1/2 Cent,…)	$1,480,000	final	
Increase transfer budget to Transportation Improvement Fund - Hurricane Ian (4110)	($1,480,000)	final	
Increase General Fund revenue budget (Rev Sharing, 1/2 Cent)	$1,000,000	final	
Increase transfer budget to Solid Waste Fund - Hurricane Ian (4110)	($1,000,000)	final	
	$0		
Inter-departmental transfers:			
Inter-departmental transfer FROM Dep't 21 PD - Machinery & Equip - (2) admin vehicles not purchased (2110)	$53,000	mid-yr	
Inter-departmental transfer FROM Dep't 21 PD - Machinery & Equip - (23) portable radios not purchased (2100)	$99,000	mid-yr	
Inter-departmental transfer FROM Dep't 16 Info Svcs - contract / administrative - Microsoft 365 not purchased (1600)	$100,000	mid-yr	
Inter-departmental transfer TO Dep't 41 Public Works - Machinery Equipment - Kubota S Series & Skid Steer (4110)	($112,000)	mid-yr	
Inter-departmental transfer TO Dep't 72 Parks - replace playground equipment (7230)	($11,310)	mid-yr	
Inter-departmental transfer TO Dep't 13 Finance - new position - procurement laptop (1300)	($1,155)	mid-yr	
Inter-departmental transfer TO Dep't 19 Gen Gov't - Capital (1900)	($127,535)	mid-yr	
Inter-departmental transfer FROM Dep't 16 Info Svcs - Operating - Small Tools (1600)	$3,200	mid-yr	
Inter-departmental transfer TO Dep't 19 Gen Gov't - Laptop (1900)	($3,200)	mid-yr	
Inter-departmental transfer FROM Dep't 15 Comm Dev - Y/E Compliance (1520) (1530)	$570,000	final	
Inter-departmental transfer FROM Dep't 16 Info Svcs - Y/E Compliance (1600)	$110,000	final	
Inter-departmental transfer FROM Dep't 19 Gen Gov't - Y/E Compliance (1900)	$520,000	final	
Inter-departmental transfer FROM Dep't 72 Parks - Y/E Compliance (7230) (7250)	$180,000	final	
Inter-departmental transfer TO Dep't 13 Finance - Y/E Compliance (1300)	($60,000)	final	
Inter-departmental transfer TO Dep't 21 PD - Y/E Compliance (2100)	($500,000)	final	
Inter-departmental transfer TO Dep't 41 Public Works - Y/E Compliance (4110)	($820,000)	final	
	$0		
Other:			
Increase transfer budget from ARPA	$10,000	final	
	$10,000		
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	*$10,000*		
REVISED 9/30/22 Budgeted Ending Fund Balance	***$9,052,987***		

Attachment 1 - Budget Amendment Detail
Resolution 2022-33
Other Governmental Funds

HELPFUL TOOLS: Annual Comprehensive Financial Report for the year ended September 30, 2021 as approved by City Commission on 03/28/2022; Fiscal Year 2021-2022 Original Budget as approved by City Commission on 9/27/21 Public Hearing 401.		Difference in Beg Fund Bal Projected to Actual	Actual Beg Fund Balance 9/30/21 ACFR
Special Law Enforcement Fund - Local #102			
As approved by City Commission on 9/27/21 Public Hearing 401			
10/1/21 Budgeted Beginning Fund Balance	**$8,997**	$47,354	**$56,351**
FY 2022 Budgeted Appropriation TO (FROM) Fund Balance	($7,495)		
Recognize revenue budget - Winter Wonderland	**$1,502**		
Amendments to be approved tonight to Original FY 2021-2022 Budget (as approved on 9/27/21):			
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/21 ACFR	$47,354		
Increase small tools and training expenditure budget	($36,000)	mid-yr	
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	$11,354		
REVISED 9/30/22 Budgeted Ending Fund Balance	**$12,856**		
Special Law Enforcement Fund - Federal #103			
As approved by City Commission on 9/27/21 Public Hearing 401			
10/1/21 Budgeted Beginning Fund Balance	**$6,967**	$63,514	**$70,481**
FY 2022 Budgeted Appropriation TO (FROM) Fund Balance	($5,385)		
9/30/22 Budgeted Ending Fund Balance	**$1,582**		
Amendments to be approved tonight to Original FY 2021-2022 Budget (as approved on 9/27/21):			
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/21 ACFR	$63,514		
Increase small tools expenditure budget	($57,000)	mid-yr	
Recognize trade-in proceed budget	$35,000	final	
Increase small tools budget	($35,000)	final	
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	$6,514		
REVISED 9/30/22 Budgeted Ending Fund Balance	**$8,096**		
Transportation Improvement Fund #120			
As approved by City Commission on 9/27/21 Public Hearing 401			
10/1/21 Budgeted Beginning Fund Balance	**$1,297,406**	$450,844	**$1,748,250**
FY 2022 Budgeted Appropriation TO (FROM) Fund Balance	($577,279)		
9/30/22 Budgeted Ending Fund Balance	**$720,127**		
Amendments to be approved tonight to Original FY 2021-2022 Budget (as approved on 9/27/21):			
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/21 ACFR	$450,844		
Increase consulting budget - Traffic calming study	($4,818)	mid-yr	
Increase Transfer Budget From General Fund for road/bridge damages (Hurricane Ian)	$2,300,000	final	
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	$2,746,026		
REVISED 9/30/22 Budgeted Ending Fund Balance	**$3,466,153**		

Attachment 1 - Budget Amendment Detail
Resolution 2022-33
Other Governmental Funds

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Solid Waste/Recycling Fund #130			
As approved by City Commission on 9/27/21 Public Hearing 401			
10/1/21 Budgeted Beginning Fund Balance	**$1,614,841**	$721,243	**$2,336,084**
FY 2022 Budgeted Appropriation TO (FROM) Fund Balance	($428,764)		
9/30/22 Budgeted Ending Fund Balance	**$1,186,077**		
Amendments to be approved tonight to Original FY 2021-2022 Budget (as approved on 9/27/21):			
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/21 ACFR	$721,243		
Increase transfer from General Fund - Hurricane Ian debris management	$1,000,000	final	
Increase disposal expenditure budget	($50,000)	final	
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	$1,671,243		
REVISED 9/30/21 Budgeted Ending Fund Balance	**$2,857,320**		
Arbor Fund #140			
As approved by City Commission on 9/27/21 Public Hearing 401			
10/1/21 Budgeted Beginning Fund Balance	**$765,426**	$1,159,080	**$1,924,506**
FY 2022 Budgeted Appropriation TO (FROM) Fund Balance	($496,537)		
9/30/22 Budgeted Ending Fund Balance	**$268,889**		
Amendments to be approved tonight to Original FY 2021-2022 Budget (as approved on 9/27/21):			
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/21 ACFR	$1,159,080		
Increase arbor fine revenue budget	$363,000	mid-yr	
Increase consulting expenditure budget	($3,750)	mid-yr	
Increase arbor fine revenue budget	$3,750	final	
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	$1,522,080		
REVISED 9/30/22 Budgeted Ending Fund Balance	**$1,790,969**		
Transportation Impact Fee Fund #150			
As approved by City Commission on 9/27/21 Public Hearing 401			
10/1/21 Budgeted Beginning Fund Balance	**$1,720,507**	$208,571	**$1,929,078**
FY 2022 Budgeted Appropriation TO (FROM) Fund Balance	($829,000)		
9/30/22 Budgeted Ending Fund Balance	**$891,507**		
Amendments to be approved tonight to Original FY 2021-2022 Budget (as approved on 9/27/21):			
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/21 ACFR	$208,571		
Align impact fee revenue with YTD actuals - Residential	$35,352	mid-yr	
Align impact fee revenue with YTD actuals - Commercial	$233,646	mid-yr	
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	$477,569		
REVISED 9/30/22 Budgeted Ending Fund Balance	**$1,369,076**		

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Resolution 2022-33
Other Governmental Funds

HELPFUL TOOLS: Annual Comprehensive Financial Report for the year ended September 30, 2021 as approved by City Commission on 03/28/2022; Fiscal Year 2021-2022 Original Budget as approved by City Commission on 9/27/21 Public Hearing 401.

		Difference in Beg Fund Bal Projected to Actual	Actual Beg Fund Balance 9/30/21 ACFR
Police Impact Fee Fund #151			
As approved by City Commission on 9/27/21 Public Hearing 401			
10/1/21 Budgeted Beginning Fund Balance	**$739,397**	$19,139	**$758,536**
FY 2022 Budgeted Appropriation TO (FROM) Fund Balance	$600		
9/30/22 Budgeted Ending Fund Balance	**$739,997**		
Amendments to be approved tonight to Original FY 2021-2022 Budget (as approved on 9/27/21):			
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/21 ACFR	$19,139		
Align impact fee revenue with YTD actuals - Residential	$10,175	mid-yr	
Align impact fee revenue with YTD actuals - Commercial	$9,161	mid-yr	
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	$38,475		
REVISED 9/30/22 Budgeted Ending Fund Balance	**$778,472**		
Fire Impact Fee Fund #152			
As approved by City Commission on 9/27/21 Public Hearing 401			
10/1/21 Budgeted Beginning Fund Balance	**$2,693,009**	($5,386)	**$2,687,623**
FY 2022 Budgeted Appropriation TO (FROM) Fund Balance	$2,400		
9/30/22 Budgeted Ending Fund Balance	**$2,695,409**		
Amendments to be approved tonight to Original FY 2021-2022 Budget (as approved on 9/27/21):			
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/21 ACFR	($5,386)		
Align impact fee revenue with YTD actuals - Residential	$6,364	mid-yr	
Align impact fee revenue with YTD actuals - Commercial	$12,515	mid-yr	
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	$13,493		
REVISED 9/30/22 Budgeted Ending Fund Balance	**$2,708,902**		
Park Impact Fee Fund #153			
As approved by City Commission on 9/27/21 Public Hearing 401			
10/1/21 Budgeted Beginning Fund Balance	**$456,863**	$299,941	**$756,804**
FY 2022 Budgeted Appropriation TO (FROM) Fund Balance	($199,250)		
9/30/22 Budgeted Ending Fund Balance	**$257,613**		
Amendments to be approved tonight to Original FY 2021-2022 Budget (as approved on 9/27/21):			
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/21 ACFR	$299,941		
Align impact fee revenue with YTD actuals - Residential	$61,605	mid-yr	
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	$361,546		
REVISED 9/30/22 Budgeted Ending Fund Balance	**$619,159**		

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Resolution 2022-33
Other Governmental Funds

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Sewer Plant Replacement (ARPA/SRFL) Fund #180	(Fund Established 9/13/2021 with Resolution 2021-24)		
As approved by City Commission on 9/27/21 Public Hearing 401			
10/1/21 Budgeted Beginning Fund Balance	**$0**	$0	**$0**
FY 2022 Budgeted Appropriation TO (FROM) Fund Balance	$0		
9/30/22 Budgeted Ending Fund Balance	**$0**		
Amendments to be approved tonight to Original FY 2021-2022 Budget (as approved on 9/27/21):			
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/21 ACFR	$0		
Recognize ARPA grant revenue budget	$9,343,925	mid-yr	
Recognize remainder of ARPA grant revenue budget	$9,343,926	final	
Increase transfer budget to General Fund	($10,000)	final	
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	$18,677,851		
REVISED 9/30/22 Budgeted Ending Fund Balance	**$18,677,851**		
TLBD I Capital/Debt Service Fund #261			
As approved by City Commission on 9/27/21 Public Hearing 401			
10/1/21 Budgeted Beginning Fund Balance	**$63,581**	$1,272	**$64,853**
FY 2022 Budgeted Appropriation TO (FROM) Fund Balance	($22,239)		
9/30/22 Budgeted Ending Fund Balance	**$41,342**		
Amendments to be approved tonight to Original FY 2021-2022 Budget (as approved on 9/27/21):			
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/21 ACFR	$1,272		
Increase capital budget - fountain resurfacing	($10,000)	mid-yr	
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	($8,728)		
REVISED 9/30/22 Budgeted Ending Fund Balance	**$32,614**		
1999 Construction Capital Project Fund #301			
As approved by City Commission on 9/27/21 Public Hearing 401			
10/1/21 Budgeted Beginning Fund Balance	**$892,137**	($5,313)	**$886,824**
FY 2022 Budgeted Appropriation TO (FROM) Fund Balance	($885,100)		
9/30/22 Budgeted Ending Fund Balance	**$7,037**		
Amendments to be approved tonight to Original FY 2021-2022 Budget (as approved on 9/27/21):			
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/21 ACFR	($5,313)		
Decrease capital budget - defer to FY23	$785,900	mid-yr	
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	$780,587		
REVISED 9/30/22 Budgeted Ending Fund Balance	**$787,624**		

Attachment 1 - Budget Amendment Detail
Resolution 2022-33
Other Governmental Funds

HELPFUL TOOLS: Annual Comprehensive Financial Report for the year ended September 30, 2021 as approved by City Commission on 03/28/2022; Fiscal Year 2021-2022 Original Budget as approved by City Commission on 9/27/21 Public Hearing 401.		Difference in Beg Fund Bal Projected to Actual	Actual Beg Fund Balance 9/30/21 ACFR
Revolving Rehabilitation Capital Project Fund #302			
As approved by City Commission on 9/27/21 Public Hearing 401			
10/1/21 Budgeted Beginning Fund Balance	**$1,182,663**	($8,768)	**$1,173,895**
FY 2022 Budgeted Appropriation TO (FROM) Fund Balance	($1,171,600)		
9/30/22 Budgeted Ending Fund Balance	**$11,063**		
Amendments to be approved tonight to Original FY 2021-2022 Budget (as approved on 9/27/21):			
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/21 ACFR	($8,768)		
Decrease capital budget - defer to FY23	$1,171,600	mid-yr	
Decrease capital budget - defer to FY23	$1,000	final	
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	$1,163,832		
REVISED 9/30/22 Budgeted Ending Fund Balance	**$1,174,895**		
Excellence in Customer Service Initiative CP Fund #305			
As approved by City Commission on 9/27/21 Public Hearing 401			
10/1/21 Budgeted Beginning Fund Balance	**$833,663**	$366,357	**$1,200,020**
FY 2022 Budgeted Appropriation TO (FROM) Fund Balance	($14,250)		
9/30/22 Budgeted Ending Fund Balance	**$819,413**		
Amendments to be approved tonight to Original FY 2021-2022 Budget (as approved on 9/27/21):			
Difference in Beginning Fund Balance FROM projected to actual as shown in 9/30/21 ACFR	$366,357		
Increase capital budget - bathrooms	($4,000)	final	
Revisions to Original Budgeted Appropriation TO (FROM) Fund Balance	$362,357		
REVISED 9/30/22 Budgeted Ending Fund Balance	**$1,181,770**		

Attachment 1 - Budget Amendment Detail
Resolution 2022-33
Enterprise Funds

HELPFUL TOOLS: Annual Comprehensive Financial Report for the year ended September 30, 2021 as approved by City Commission on 03/28/2022; Fiscal Year 2021-2022 Original Budget as approved by City Commission on 9/27/21 Public Hearing 401.		Net Capital, Restricted, NPL	Difference in Beg Fund Bal - Projected to Actual	Actual Ending Fund Equity 9/30/21 ACFR
Water & Sewer Operating Fund #410				
As approved by City Commission on 9/27/21 Public Hearing Item 401:				
10/1/21 Budgeted Beginning Fund Equity	**$8,099,760**	**$20,981,073**	$4,769,414	**$33,850,247**
FY 2022 Budgeted Appropriation TO (FROM) Fund Equity	($3,503,511)			
9/30/22 Budgeted Ending Fund Equity	**$4,596,249**		W&S Svc Avail Fund	$6,875,386
			ACFR combines 410, 412	**$40,725,633**
Amendments to be approved tonight to Original FY 2021-2022 Budget (as approved on 9/26/21):				
Difference in Beginning Fund Equity FROM projected to actual as shown in 9/30/21 ACFR	$4,769,414			
Consent 301 - 12/13/21 - (3) Ford F150	($82,000)	mid-yr		
Revisions to Original Budgeted Appropriation TO (FROM) Fund Equity	$4,687,414			
REVISED 9/30/22 Budgeted Ending Fund Equity (excl of net capital, restricted, NPL)	**$9,283,663**			
Development Services Fund #420				
As approved by City Commission on 9/27/21 Public Hearing Item 401:				
10/1/21 Budgeted Beginning Fund Equity	**$5,663,561**		$685,490	**$6,349,051**
FY 2022 Budgeted Appropriation TO (FROM) Fund Equity	($1,124,026)			
9/30/22 Budgeted Ending Fund Equity	**$4,539,535**			
Amendments to be approved tonight to Original FY 2021-2022 Budget (as approved on 9/26/21):				
Difference in Beginning Fund Equity FROM projected to actual as shown in 9/30/21 ACFR	$685,490			
Increase office budget - desks and computers	($12,500)	mid-yr		
Revisions to Original Budgeted Appropriation TO (FROM) Fund Equity	$672,990			
REVISED 9/30/22 Budgeted Ending Fund Equity (excl of net capital, restricted, NPL)	**$5,212,525**			

Attachment 2 - General Fund Budget Amendment Summary

Resolution 2022-33

HELPFUL TOOLS: Annual Comprehensive Financial Report for the year ended September 30, 2021 as approved by City Commission on 03/28/2022; Fiscal Year 2021-2022 Original Budget as approved by City Commission on 9/27/21 Public Hearing 401.

	Division #	FY 22 Original Annual Budget	Revenue Neutral Changes	Other Requests to Amend Appropriation	Intra Departmental Transfers	Inter Departmental Transfers	FY 22 Amended Annual Budget
General Fund Revenues & Transfers:		**$18,736,477**					**$18,736,477**
Recognize revenue budget - Hometown Harvest			$ 8,800				$ 8,800
Recognize revenue budget - Winter Wonderland			$ 8,730				$ 8,730
Recognize revenue budget - Celebration of Freedom			$ 62,271				$ 62,271
Recognize revenue budget - FY22 Explore Outdoors			$ 8,232				$ 8,232
Recognize General Fund revenue budget (Rev Sharing)			$ 146,255				$ 146,255
Increase multiple General Fund revenue budgets (i.e. CST, Elect, 1/2 Cent,…)			$ 1,480,000				$ 1,480,000
Increase General Fund revenue budget (Rev Sharing, 1/2 Cent)			$ 1,000,000				$ 1,000,000
Increase transfers in from ARPA				$ 10,000			$ 10,000
General Fund Revenues & Transfers		**$ 18,736,477**	**$ 2,714,288**	**$ 10,000**	**$ -**	**$ -**	**$ 21,460,765**
General Fund Expenditures:							
City Commission	1100	$ 120,139					$ 120,139
City Manager	1200	$ 321,198					$ 321,198
City Clerk	1210	$ 171,154					$ 171,154
Finance - General	1300	$ 648,352				$ 61,155	$ 709,507
Finance - Utility Billing	1360	$ 709,337					$ 709,337
Recognize revenue budget - Winter Wonderland	1500	$ 154,824					$ 154,824
Comm Development - Planning	1510	$ 73,418					$ 73,418
Comm Development - Urban Beautification	1520	$ 1,191,944				$ (505,000)	$ 686,944
Comm Development - Street lighting	1530	$ 515,093				$ (65,000)	$ 450,093
IS & General Services - Human Resources	1315	$ 247,031			$ (2,502)		$ 244,529
IS & General Services - General	1600	$ 1,129,364			$ 2,502	$ (96,800)	$ 1,035,066
IS & General Services - City Hall	1910	$ 27,363					$ 27,363
IS & General Services - Risk Management	1925	$ 666,008					$ 666,008
IS & General Services - Facilities Maintenance	1935	$ 387,463				$ (25,000)	$ 362,463
IS & General Services - Marketing & Events	7415	$ 213,143	$ 88,033			$ (85,000)	$ 216,176
General Government - Legal Services	1400	$ 265,420					$ 265,420
General Government - General	1900	$ 995,197				$ (395,665)	$ 599,532
Police - Chief	2100	$ 6,386,250			$ 8,000	$ 401,000	$ 6,795,250
Police - Criminal Investigations	2110	$ 85,765				$ (53,000)	$ 32,765
Police - Community Services	2120	$ 12,665					$ 12,665
Police - Operations	2130	$ 215,080	$ 46,255		$ (4,000)		$ 257,335
Police - Support Services	2140	$ 523,310			$ (4,000)		$ 519,310
Police - Code Enforcement	2150	$ 10,730					$ 10,730
Fire - Operations	2200	$ 164,008					$ 164,008
Public Works - Fleet	1940	$ 269,706					$ 269,706
Public Works - Administration	4100	$ 179,523			$ 55,000		$ 234,523
Public Works - Roads & ROW	4110	$ 663,953	$ 2,480,000		$ (55,000)	$ 932,000	$ 4,020,953
P&R - Administration	7200	$ 376,746					$ 376,746
P&R - Athletics	7220	$ 4,200					$ 4,200
P&R - Parks & Grounds	7230	$ 1,575,848	$ 100,000		$ (31,302)	$ (103,690)	$ 1,540,856
P&R - Programs	7240	$ 109,726			$ (7,540)	$ (45,000)	$ 57,186
P&R - Seniors	7250	$ 322,519			$ 38,842	$ (20,000)	$ 341,361
General Fund Expenditures		**$ 18,736,477**	**$ 2,714,288**	**$ -**	**$ -**	**$ -**	**$ 21,450,765**
Budgeted Approp TO (FROM) Fund Balance		**$ -**	**$ -**	**$ 10,000**	**$ -**	**$ -**	**$ 10,000**

CONSENT AGENDA ITEM 301

CITY COMMISSION AGENDA | NOVEMBER 14, 2022 REGULAR MEETING

TITLE

Intersection Signalization Improvements on SR 434 at Michael Blake Boulevard

SUMMARY

This improvement provides a safer travel corridor through this segment of SR 434 near Town Center.

RECOMMENDATION

Staff recommends approval of the bid from Traffic Control Devices, LLC for $678,471.40.

October 27, 2022 WSC-21011

Mr. Philip Hursh, P.E.
Director of Public Works
City of Winter Springs
400 Old Sanford Oviedo Road
Winter Springs, FL 32708

SUBJECT: **SR 434 and Michael Blake Boulevard Intersection**
Traffic Signal Improvements Project
Proposal Review
Seminole County Traffic Engineering Push Button Contract IFB 603865-20-CAR

Dear Mr. Hursh

On September 12, 2022, the City of Winter Springs requested price proposals from the current contractors for the Seminole County Traffic Engineering Push Button Contract # IFB 603865-20-CAR. Below is a table documenting the results of the received price proposals:

Contractor	Price Proposal
Chinchor Electric, Inc.	$774,485.44
Traffic Control Devices, LLC	**$678,471.40**
The New Florida Industrial Electric, Inc.	$916,221.46

The Engineer's planning level cost estimate for this project is $700,000.00. The lowest proposal price is 3.08% below the engineer's estimate and is within acceptable industry standards.

If you have any questions or require additional information, please contact us.

Very truly yours,

PEGASUS ENGINEERING, LLC

Fursan Munjed, P.E.
Project Manager

Attachment: Proposal Tabulation

CONSENT AGENDA ITEM 302

CITY COMMISSION AGENDA | NOVEMBER 14, 2022 REGULAR MEETING

TITLE

Drum Roller Purchase

SUMMARY

The City of Winter Springs Public Works Department request the approval of a pavement drum roller to aid in addressing many of the minor road repairs with in-house staff. The existing paver roller is nearing the end of its service life and is cumbersome in its application.

RECOMMENDATION

Staff request approval for the purchase of a pavement 47" Drum Roller for in-house minor road repairs. The total price including discount through the Florida Sheriff's Association Cooperative Purchasing Program is $53,273.00

PIGGYBACK RIDER – RING POWER SYSTEMS

THIS "PIGGYBACK" RIDER AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2022, between the CITY OF WINTER SPRINGS, a Florida municipal corporation ("City") and RING POWER CORPORATION, dba RING POWER SYSTEMS, a Florida corporation with principal offices located at 500 World Commerce Parkway, St. Augustine, FL 32092 and with offices located at 9901 Ringhaver Drive, Orlando, FL 32824 ("Contractor" or "Ring Power"). The City and the Contractor agree as follows:

1. The Purchasing Policies of the City of Winter Springs allow for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals, or bids. The parties agree that the Contractor is an authorized Caterpillar, Inc. dealer and that Caterpillar, Inc. has entered into a contract with the Florida Sheriffs Association ("FSA"), said contract being identified as the: Agreement (Contract FSA20-EQU18.0) for the purchase of Heavy Equipment, dated October 1, 2020, and further amended by the Contract Amendment to Heavy Equipment FSA20-EQU18.0, dated June 10, 2022 (said original contract being referred to as the "Original Government Contract"). The parties further agree that the Contractor, as an authorized dealer of Caterpillar, Inc., is obligated to abide by the provisions of the Original Government Contract and is obligated to sell the products contained therein upon the same terms as provided in the Original Government Contract to the City of Winter Springs, except to the extent as modified herein. Through this Agreement, the City agrees to purchase certain equipment, identified as a CB24B 5,400 lb Double Drum Roller (Item 343 in the Original Government Contract), with specified options as listed in the Quotation (hereinafter, the "Equipment").

2. The Original Government Contract is incorporated herein by this reference and is attached as Exhibit "1" to this Agreement. All of the terms and conditions set forth in the Original Government Contract ("Exhibit "1") are fully binding on the parties and said terms and conditions are incorporated herein except to the extent expressly modified herein. The Amendment to the Original Government Contract executed on June 10, 2022, is attached to this Agreement as Exhibit "2." The Amendment is fully binding on the parties and said terms and conditions are incorporated herein except to the extent expressly modified herein.

3. Notwithstanding the requirements that the Original Government Contract is fully binding on the parties, the parties have agreed to modify certain provisions of the Original Government Contract as applied to this agreement between the Contractor and the City of Winter Springs, as follows:

a) Notwithstanding anything in Exhibit "1" or Exhibit "2" to the contrary, the City of Winter Springs shall be entitled to enforce all contractual obligations of Caterpillar, Inc. against the Contractor as Caterpillar's authorized product dealer and shall be entitled to enjoy all contractual privileges afforded to the FSA in the Original Government Contract for the duration of this Agreement and related to its purchase of products from Contractor as provided herein.

b) Notwithstanding anything in Exhibit "1" or Exhibit "2" to the contrary, including the expiration or early termination of the Original Government Contract, the term of this Agreement with the City of Winter Springs shall take effect on the date of its execution by the City and Contractor (the

"Effective Date") and continue until the product order contained in the quotation is completed or terminated, including the expiration of all warranty periods, except to the extent the City of Winter Springs elects to terminate this Agreement early upon the terms contained herein.

c) Notwithstanding anything in Exhibit "1" or Exhibit "2" to the contrary, the Contract Documents shall consist of (1) this Rider; (2) the Original Government Contract, together with all exhibits, attachments, and duly executed amendments; (3) the FSA20-EQU18.0 Heavy Equipment Contract Specifications, incorporated herein by this reference and attached as Exhibit "3"; (4) the Bid Award dated October 1, 2020; the Heavy Equipment Award Report, incorporated herein by this reference and attached as Exhibit "4"; and (5) the Quotation dated June 22, 2022, incorporated herein by this reference and attached as Exhibit "5". The order of precedence will be as follows in the event of a conflict among the Contract Documents: this Rider, the Original Government Contract, the Quotation, the Bid Award dated October 1, 2020, and finally the Heavy Equipment Award Report.

d) Section 1.11 of the Original Government Contract – Patents & Royalties – shall be supplemented as follows:

Contractor represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Agreement. Further, the Contractor agrees that the City is relying on this representation and warranty to issue this Agreement. Contractor agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacture, sale or use of material supplied under this Agreement and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

e) Section 1.26 of the Original Government Contract – Assignment of Contract – shall be supplemented as follows:

No right or interest in this Agreement shall be assigned by Contractor without the prior written permission of the City and no delegation of any obligation owed by either City or Contractor shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

f) Section 2.03 of the Original Government Contract – Insurance and Indemnification – shall be supplemented as follows.

During the term of this Agreement, CONTRACTOR shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. The insurance policies provided hereunder by CONTRACTOR shall also include coverage with respect to services performed by all agents and independent contractors employed by CONTRACTOR to perform any services hereunder.

a. The CONTRACTOR shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence and $2,000,000 general aggregate with a deductible not less than $5,000 unless otherwise approved in writing by the City Manager to protect the CONTRACTOR from claims of property damages which may arise from any

work/services performed under this Agreement whether such work/services are performed by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

b. The CONTRACTOR shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non- owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

c. The CONTRACTOR shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of $1,000,000 for all of its employees performing Work for the CLIENT pursuant to this Agreement.

All required insurance must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A.M. Best Company (or equivalent rating and rating service as reasonably determined by the City Manager). Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. A copy of a current Certificate of Insurance shall be provided to the CITY by CONTRACTOR upon the Effective Date of this Agreement which satisfied the insurance requirements of this Section. Renewal certificates shall be sent to the CITY at the time of any expiration. There shall also be a 30-day advance written notification to the CITY in the event of cancellation or material modification of any stipulated insurance coverage. The CITY shall be an additional insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies.

g) Section 3.03 of the Original Government Contract – Vendor Contact Information – shall be amended to read: the Contractor will maintain current contact information with the City at all times. If a change occurs during the contract, the Contractor shall notify the City immediately.

h) Sections 3.04 and 3.06 of the Original Government Contract and Amendment– Price Adjustments – are stricken. Pricing shall remain firm as provided in the Quotation, and the City will not accept price increases, adjustments, or surcharges, including price increases, adjustments, or surcharges accepted by the FSA.

i) Section 3.17 of the Original Government Contract – Force Majeure – shall be stricken and replaced with the following:

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving Contractor's labor force); extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency, provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. In such event that Contractor's performance is suspended for more than sixty (60)

days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Contractor.

j) Sections 1.33, 3.21 and 3.23 of the Original Government Contract - Inspection and Rejection of Equipment - shall be modified as follows:

City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Contractor's expense, be returned to Contractor or otherwise disposed of as Contractor shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Contractor. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any shipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Agreement prior to inspection shall not constitute acceptance thereof, and is without prejudice to any and all claims that City may have against Contractor. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may been titled; notwithstanding City's knowledge of the nonconformity, its substantiality or the ease of its discovery.

k) Indemnity - Contractor agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorneys fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Contractor, breach of this Agreement in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Agreement, specifications of other data, or from the breach of any express or implied warranty.

4. The following additional terms are agreed to by the Parties. To the extent the following terms conflict with those in the Original Government Contract, the terms of this Agreement control.

a) Delivery - Contractor agrees to deliver the Equipment by _____, FOB destination _____. Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Agreement shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Contractor with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing.

b) Warranty - With respect to the Equipment, Contractor warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Contractor or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the

Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal: ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.

c) Price Protection - Contractor warranties that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Contractor to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect hereunder, and City gives Contractor written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Contractor of said notice, Contractor meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

d) Fiscal Year Funding Appropriation - (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled, and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

e) Termination for Convenience - The City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement for any reason. In such event, City shall be liable only for materials or work done within the authorization of this Agreement up to the date of termination. In no event shall City be liable for incidental or consequential damages by reason of such termination.

f) Public Records - Pursuant to Chapter 119, Florida Statutes, CONTRACTOR agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of CONTRACTOR related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the CONTRACTOR. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of CONTRACTOR are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records. Upon request

by the City, the CONTRACTOR shall promptly supply copies of said Public Records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during normal business hours of the CONTRACTOR be open and freely exhibited to the City for the purpose of examination and/or audit. Failure by CONTRACTOR to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the CONTRACTOR fails to comply with this Section, and the City must enforce this Section, or the City suffers a third-party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to CONTRACTOR's failure to comply with this Section, the City shall collect from CONTRACTOR prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against CONTRACTOR. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the CONTRACTOR's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: City Clerk, City of Winter Springs, 1126 East State Road 434, Winter Springs, FL 32708 or City-Clerk-Department@winterspringsfl.org or (407) 327-6560.

g) Sovereign Immunity – The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Contractor agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

h) Time is Of the Essence – Failure to deliver goods of the quality and quantity and within the time limit(s) agreed to by both Parties, at the option of the City, relieve it of any obligation to accept and pay for such goods, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Contractor with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.

i) Modifications – This Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.

j) Waiver –The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.

k) Taxes – The City government is a non-profit operation and is not subject to taxation.

l) Hazards – Contractor shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information for the equipment purchased pursuant to this Agreement.

m) Venue - The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Agreement, venue shall be in Seminole County, Florida for any state action and Orlando, Florida, for any federal action.

n) Security Interest - The City shall not grant the Contractor a security interest in Equipment.

5. All terms and conditions set forth in the Amendment to the Original Government Contract are fully binding on the parties and said terms and conditions are incorporated herein except to the extent expressly modified herein.

a) E-Verify Registration and Use – Is hereby modified as follows:

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021.

B. Subcontractors

(i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

(iii) Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

C. Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

D. Failure to comply with this provision is a material breach of the Agreement and shall result in the immediate termination of the Agreement without penalty to the City. Contractor shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

IN WITNESS WHEREOF, authorized representatives of the CITY and the CONTRACTOR have executed this Piggyback Rider to the Original Government Contract on the day and year below noted:

CITY:

_____
Shawn Boyle, City Manager

Date: _____

ATTEST:

_____
Christian Gowan, City Clerk

RING POWER SYSTEMS

_____

Printed Name and Title: _____

_____

Date: _____

FSA Cooperative Purchasing Program

Contract: FSA20-VEL28.0 – Pursuit, Administrative and Other Vehicles
Contract: FSA20-VEH18.0 – Heavy Trucks
Contract: FSA20-EQU18.0 – Heavy Equipment
(Items formerly included under "VEH" contract.)

Contract Terms and Conditions

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

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1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association "FSA", using the information shown above. Please be sure to reference the bid number and your contact information.

The contacts for this bid are:

Ed Lanier, FSA Cooperative Purchasing Program Coordinator
E-mail: elanier@flsheriffs.org
Phone: 850-877-2165, ext. 5811
Fax: 850-878-5115

Craig Chown, FSA Cooperative Purchasing Program Manager
E-mail: cchown@flsheriffs.org
Phone: 850-877-2165, ext. 5833
Fax: 850-878-5115

Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including Motor Vehicle Manufacturers and Dealers/Certified Representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized vendors for contract terms specified under Section 1.03 for the purchase of vehicles and equipment on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles and FSA20-VEH18.01 Heavy Vehicles shall remain in effect for two (2) years from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04. The initial term of these contracts begins October 1, 2020 and ends September 30, 2022.

The term for Contract FSA20-EQU18.0 Heavy Equipment shall remain in effect for three (3) years from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04. The initial term of this contract begins October 1, 2020 and ends September 30, 2023.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 ESTIMATED QUANTITIES

In FY 2018-19, eligible users purchased approximately 8,856_vehicles and equipment from this contract. These estimated figures are given as a guideline for bidders preparing bids.

Quantities provided do not guarantee or imply future contract sales. Neither the FSA nor any eligible user is obligated to place any order for a given amount subsequent to the award of this bid solicitation.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

It is our practice to give consideration to the prices offered, but the Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any bidder in responding to this solicitation.

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollar.

1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

a. Bidder: A proposer or enterprise that submits a formal offer to the FSA Cooperative Purchasing Program Administrator in accordance with the Contract Terms and Conditions.

b. Bid System: The online forum used for the submission of electronic bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.

c. Dealer: A manufacture's certified representative authorized by the manufacturer to market, sell, provide, and service the vehicles/equipment for the FSA Cooperative Purchasing Program. Dealers may be vendor-owned and controlled, in whole or in part, or independently owned and controlled.

d. Florida Sheriffs Association Cooperative Purchasing Program (FSA): The entity that administeres the Invitation to bid and contract administration functions for this contract.

e. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

f. Factory: Refers to the manufacturer produced products.

g. Fleet Advisory Committee (FAC): An employee of a sheriff's office or other local governmental agency, or any other person who FSA identifies as subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The Fleet Advisory Committee makes recommendations to the FSA and is not responsible for final awards.

h. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the bid specifications available to bidders on the bid system and references to solicitation documents. The term shall not include request for proposals, request

for quotes, request for letters of interest, or the solicitation of purchase orders based on oral or written quotations.

i. Manufacturer: The original producer or provider of vehicles or equipment offered on this contract.

j. Manufacturer's Suggested Retail Price (MSRP): Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
    1. Manufacturer's Computer Printouts: Ford - "Dora"; General Motors - "GM Autobook"; or approved equivalent
    2. Chrome Systems, Inc.'s PC Carbook (PC Carbook Plus and PC Carbook Fleet Edition)
    3. Manufacturer's Annual U.S. Price Book
    4. Manufacturer's official website

k. Non-Scheduled Options: Any optional new or unused component, feature or configuration that is not included or listed in the base vehicle specifications or options.

l. Production Cutoff: A date used by manufacturers to notify dealers that the factory has reached maximum capacity for orders or are discontinuing the production of a vehicle or equipment. Vehicle manufacturers use this term when referring to any given model year for production.

m. Published List Price: A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.

n. Purchaser: A Purchaser is an entity that seeks to obtain vehicles or equipment off this contract by meeting the eligible user criteria or with vendor approval.

o. Purchase Order: A request for order from a purchaser to an awarded vendor for an item that has been awarded on this Contract. Purchaser orders placed using this contract formalize the terms and conditions of this contract under which a vendor furnishes vehicles or equipment to a purchaser.

p. Third Party Supplier: Businesses external to a bidder or vendor that provide products and services which contribute to the overall finished vehicle or equipment. Third Party Suppliers are contractors under the direction and responsibility of the bidder or vendor.

q. Vendor: The bidder that has been awarded and agrees to provide vehicles or equipment that meet the requirements and base specifications. The vendor must agree to the contract terms and conditions of the contract before being awarded to the contract.

r. Vendor Installed: A product or service provided by the vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bids, or contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida.

All purchasers are bound by state law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, bids can be extended and guaranteed to other entities approved by manufacturers to participate in this contract, which can include out of state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement, and must agree to the terms and conditions of this contract.

1.10 LEGAL REQUIREMENTS

Federal, State, county laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

1.11 PATENTS & ROYALTIES

The bidder, without exception, shall indemnify and hold harmless the FSA and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable federal or State legal or regulatory requirements that become effective during the term of the Contract, regarding the commodities and contractual services' specifications, safety, and environmental requirements shall immediately become a part of the Contract. The vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the vendor shall contact the FSA immediately.

The bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and contract.

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Bid opening because of a disability must contact the FSA Human Resources at (850) 877-2165.

1.16 MINORITY BUSINESS ENTERPRISE (MBE)

The Florida Sheriffs Association policy is that Minority Business Enterprises (MBE) shall have the opportunity to participate in this invitation to bid. Such process would be for supplying goods and services to FSA and Purchasers.

1.17 ANTI-DISCRIMINATION

The bidder certifies that he/she is in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence of this specification and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices, size, and design are to be used.

All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management

Services following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Vendor, supplier, Sub-Vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.20 TAX EXEMPTION

All State and Federal tax exemptions applicable to the units of local government of the State of Florida will apply, and appropriate certifications furnished. Purchasers shall comply with all federal, state and local tax requirements.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. State Sales Tax and Use Certificate Number is 85-8012646919C-3.

1.21 TAXES

Customers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

1.22 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

1. Addenda to Contract Terms and Conditions, if issued
2. Contract Conditions
3. Addenda to Bid Specifications, if issued
4. Bid Specifications
5. Bidder Instructions
6. General Conditions

1.23 COMMUNICATIONS

Communications between a proposer, bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the contact persons identified in Section 1.01 of this procurement.

Bidders should not rely on representations, statements, or explanations other than those made in this Bid or in any written addendum to this Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.24 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must

be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA Cooperative Purchasing Program website on the date indicated on the Bid Calendar.

Interpretation of the specifications or any solicitation documents will **not** be made to the bidder verbally, and if any verbal clarifications are provided they are without legal effect.

Questions received after the cone of silence date listed on the bid calendar will not be addressed. The FSA reserves the right to address technical questions.

The FSA shall issue a Formal Addendum if substantial changes which impact the submission of bids are required. Any such addenda shall be binding on the bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Addenda shall govern over prior Addenda only to the extent specified.

FSA will make every attempt to e-mail updates to registered bidders. However, posting to the FSA website or the bid system constitutes proper notice of addenda.

The bidder shall be required to acknowledge receipt of the Formal Addendum by signing in the space provided. Failure to acknowledge Addendum shall deem the bid non-responsive; provided, however, that pursuant to section 2.27, the FSA may waive this requirement in its best interest. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, that pursuant to section 2.27, the FSA may waive this requirement in its best interest.

After the start of the contract term, FSA will notify all vendors of any addenda and will require acknowledgement of the new terms and conditions. If the vendor does not agree to the new terms and conditions, the vendor's award can be removed or replaced by another vendor or qualified responsive bidder.

1.25 SIGNED BID CONSIDERED AN OFFER

The signed Bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the FSA and in case of default on the part of successful bidder, after such acceptance, the FSA may procure the items or services from other sources. The bid submission must be signed by an authorized representative.

An electronic signature may be used and shall have the same force and effect as a written signature.

1.26 ASSIGNMENT OF CONTRACT

No right or interest in this Contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA.

If the original vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. FSA reserves the right to

reject the acquiring entity as vendor. A change of name agreement will not change the contractual obligations of the vendor.

1.27 TERMINATION OF PRODUCT LINE

If a vendor terminates a product line (manufacturer or brand), the vendor is required to notify the FSA within 10 business days of the decision not to retain the product line.

In the event a manufacturer reassigns the product line to an alternate vendor, the manufacturer and the vendor are required to immediately notify the FSA in writing of the change within 10 business days confirming the reassignment. If the vendor is not already an approved FSA vendor, the vendor is required to apply to the FSA to become an approved vendor ***prior to*** conducting any qualified sales. The vendor and the manufacturer are required to honor the contract pricing and all of the applicable terms and conditions throughout the remaining term of the contract.

1.28 METHOD OF AWARD

The award is made to responsive and responsible bidders. FSA uses its discretion in determining if bids meet the requirements of this solicitation.

The FSA reserves the right to make multiple awards within a specification, if deemed in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA website according to the date posted in the bid calendar.

1.29 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the FSA.

The FSA may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA in making the award.

The FSA may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the FSA may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services as described in this Bid.

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

1.30 VENDOR ABILITY TO PERFORM

During the contract period, FSA may review the vendor's record of performance to ensure that the vendor is providing sufficient financial support, equipment and organization.

If the FSA determines that the vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract awarded.

By responding to this procurement the vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the obligations of the Contract. The vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statues, or on any similar list maintained by any other state or the federal government. The vendor shall immediately notify the FSA and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.31 FINANCIAL RESPONSIBILITY

Bidder affirms by the signature on the contract signature page that the bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid, and has the adequate facilities and personnel to fulfill such requirements;

- Accepts the financial responsibility associated with this bid, and declares that he or she has the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award; and

- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all specifications bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.32 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship that meet or exceed federal safety standards.

Products requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

1.33 NONCONFORMANCE

Items may be tested for compliance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the vendor's expense. Items not meeting the specifications and items not delivered within a reasonable period of time after expected delivery date may be purchased outside of the FSA contract.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with vendor.

1.34 GRATUITIES

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid.

1.35 TIE BIDS

FSA has the right to award multiple bidders the primary or alternate award in the event of a tie.

In the event the FSA desires to break tie bids, and both businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder Within the State of Florida
- Vendors performance record with purchasers
- Coin Toss

1.36 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA to readily identify Vendor’s sales.

FSA and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible users information whether kept by or under the control of the vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.);
- Original estimates or work sheets;
- Contract amendments and change order files;

- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this Contract and for a period of three (3) years after the completion of this Contract. At the vendor's expense and upon written notice from FSA, the vendor shall provide such records for inspection and audit by FSA or its authorized representatives. Such records shall be made available to FSA during normal business hours within three business days of receipt of the written notice. FSA may select the vendor's place of business or offsite location for the audit. The FSA may also request the vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assigns, successors, and third party supplier and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any Sub-Vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies under reporting, overpricing or overcharges (of any nature) by the vendor to FSA or a customer in excess of three percent (3%) of the total contract billings, the vendor shall reimburse FSA for the total costs of the audit not to exceed $5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.37 LIABILITY, INSURANCE, LICENSES AND PERMITS

Where vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable county and municipal code requirements. The vendor shall be liable for any damages or loss to the FSA or purchaser occasioned by negligence of the vendor or any person the vendor has designated in the completion of the contract as a result of the bid.

1.38 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE

Bid Bonds, when required, shall be submitted with the bid in the amount specified in Bidder Instructions.

After acceptance of bid, the FSA will notify the successful bidder to submit the applicable certificates of insurance in the amounts specified in the Bidder Instructions and/or Insurance Checklist.

Purchaser may request a performance bond from a vendor. Performance Bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.39 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.40 COLLUSION

Collusion is a non-competitive secret or sometimes illegal agreement between rival bidders that attempts to disrupt the contract process equilibrium. Collusion involves people or companies that would typically compete, but are conspiring or working together in which the outcome results in an unfair bid advantage. The parties may collectively choose to agree to increase or decrease its product base price in one or more zones to maximize awards thus denying the public a fair price.

Examples of Bid Collusion:

- Cover bidding: a competitor agrees to submit a non-competitive bid that is too high to be accepted or contains terms that are unacceptable to the buyer.
- Bid suppression or withdrawal: a competitor agrees not to bid or to withdraw a bid from consideration.
- Market sharing: a competitor agrees to submit bids only in certain geographic areas or only to certain public organizations.
- Bid rotation: competitors agree to take turns at winning business while monitoring their market shares to ensure they all have a predetermined market share.

Bidders or vendors who have been found to have engaged in collusion will be considered nonresponsive, and will be suspended or barred from bid participation. Any contract award resulting from collusive bidding may be terminated for default. Further, any collusion that is detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without conflict of collusion if the bid submitted is not from the same manufacturer and product line. Dealers which share the same ownership may submit multiple bids without conflict of collusion if the bidders are not in the same region featuring the same manufacturer and product line.

1.41 DEFAULT

Failure or refusal of a bidder to execute a contract upon award or withdrawal of a bid before such award is made, may result in forfeiture of any bid surety required that is equal to damages incurred by the FSA there from, or where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the awarded vendor's list.

In case of default on the part of awarded bidder, the FSA may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest

ranked bidder or from other sources. A defaulting bidder may be held liable for costs incurred by the FSA in procuring replacement products.

1.42 PROTESTS AND ARBITRATION

Options are for informational purposes only and will not serve as a basis for protest.

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA provided at the time of filing the initial protest. Failure to provide written notice to FSA, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement the bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.43 NONPERFORMANCE

By virtue of the bid submission, bidder acknowledges its obligation to sell vehicles and equipment in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to $1,000 per vehicle/equipment, which amount the vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

The vendor shall at all times during the contract term remain responsive and responsible. In determining vendor's responsibility, the FSA shall consider all information or evidence that demonstrates the vendor's ability or willingness to fully satisfy the requirements of the solicitation and the contract.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA at it's sole discretion may remove a noncompliant vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by specifications or zones, or other actions as determined by FSA at it's sole discretion.

At FSA's discretion, vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the FSA.

In situations where there is evidence that the vendor has engaged in egregious breaches of the contract with respect to either the FSA and/or the purchaser, the contract can be terminated and the vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

Any vendor presented with a valid purchase order is required by this contract to accept such purchase order and deliver the product. Orders must be fulfilled if the vehicle or equipment is a base model or whether it includes options. The vendor must deliver this product if they were awarded the contract – regardless of profit or loss.

Failure to deliver the vehicles or equipment may result in the purchaser seeking damages for the difference of cost to issue the exact same order with another vendor plus any legal fees and damages that may be

incurred in the process to facilitate a completed order. Additionally, FSA may seek damages for nonpayment of administrative fees, to which FSA is entitled, according to Section 3.28 and any attorney's fees incurred in the recovery of these damages.

All terms and conditions are applicable throughout the term of the contract and not any given Year, Make or Model.

1.44 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract which shall remain in full force and effect and enforceable in accordance with its terms.

1.45 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the vendor and unless the deficiencies are corrected within 10 business days, the Contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In that event, the FSA shall compensate the successful bidder in accordance with the contract for all services performed by the bidder prior to termination, net of any costs incurred by the FSA as a consequence of the default.

Notwithstanding the above, the vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the vendor, and the FSA may reasonably withhold payments to the vendor for the purposes of off set until such time as the exact amount of damages due the FSA from the vendor is determined.

1.46 TERMINATION WITHOUT CAUSE

The FSA can terminate the contract in whole or part without cause by giving written notice to the vendor of such termination, which shall become effective 30 calendar days following receipt by vendor of such notice.
In that event, all finished or unfinished documents and other materials shall be properly delivered to the FSA.

The vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The vendor shall not be entitled to recover any lost profits that the vendor expected to earn on the balanced of the Contract or cancellation charges.

Any payments to the vendor shall be only to the total extent of the FSA liability for goods or services delivered prior to the date of notice to terminate the contract.

1.47 CONTRACT ADVERTISMENT AND USE OF FSA LOGO

The CPP logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request the logo by contacting cpp@flsheriffs.org, and should include a brief description of the how the vendor intends to use the logo.

The official FSA sheriff's star and wreath logo may not be used without prior written permission.

2.0 BIDDER INSTRUCTIONS

2.01 BIDDER QUALIFICATIONS

In order for bids to be considered, bidders who are not currently parties to the existing contract, or who have previously had their participation limited by the FSA, must provide the following material at the time the mandatory qualifying documents are due. FSA reserves the right to accept this information up and until the final award. The purpose of requesting this information is to demonstrate that they are qualified to satisfactorily perform as an awarded vendor.

The bidder shall provide information as on the Bidder Qualifications Form:

- Bidder company name and parent company, if applicable
- Complete business address
- State of incorporation
- Length of time in business
- Names and contact information for key personnel
- Dun & Bradstreet Business Information Report Snapshot
- Identify a minimum of three contracts of similar size and scope
- Identify a minimum of three references for vehicle or equipment sales to government agencies
- Any contracts the bidder has been disqualified from, terminated from or found in default on, to include the reason for disqualification, termination or default

2.02 LICENSING/FACILITIES

Bidders are required to possess a Florida Motor Vehicle Dealer's License in order to bid on any motor vehicle. Bidders must maintain a repair/warranty facility within the State of Florida to provide sales and service for the vehicles and equipment bid.

If a bidder does not maintain a facility to perform warranty work or repair service within the state of Florida, the bidder must provide a detailed plan at the time of bid submission as to how the bidder would service Florida purchasers if awarded the contract. This Service Standard Plan must include:

- Whether the warranty service provider is approved by the manufacturer;
- Estimated quantities sold per item bid;
- If the company plans to contract out for service a copy of the service agreement; and
- Zone specific service plans to include:
    - Response time to initial call from purchaser,
    - Number of personnel available to service the contract,
    - Qualifications of personnel providing warranty work, and
    - Any additional information that would detail how warranty service would be provided.

The sufficiency of Service Standard Plan will be evaluated by the FSA during the bid evaluation.

The FSA reserves the right to periodically request additional or updated information from a bidder regarding the repair/warranty facility during the solicitation and the term of the contract, if awarded. The FSA may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by bidder, its agents, employees, partners, or third party suppliers; provided, however, that the bidder shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

Vendor's obligations under the above paragraph with respect to legal action are contingent upon the Florida Sheriffs Association and/or participating agencies giving the bidder (1) written notice of any action or threatened action, and (2) the opportunity to take over and settle or defend any such action at bidder's sole expense. Vendor shall not be liable for any cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular project.

The vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the vendor is acting as an independent contractor.

The vendor at all times during the full duration of work under this contract, including extra work in connection with this project shall meet the requirements of this section.

The vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned or hired automobiles and equipment used in connection with the work. The vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist. The vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist.

No change or cancellation in insurance shall be made without 30 calendar days written notice to the FSA.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least B+: VI or better per Best's Key Rating Guide, latest edition.

Copies of original signed Certificates of Insurance, evidencing such coverages and endorsements as required herein shall be provided no later than five business days before the contract award date. The certificate must state Bid Number and Title. The vendor may not begin performance under the contract until such Certificates have been approved by the FSA.

Upon expiration of the required insurance, the vendor must submit updated certificates of insurance for as long a period as any work is still in progress.

It is understood and agreed that all policies of insurance provided by the vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the FSA.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

> The vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the vendor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The vendor will secure and maintain policies of third party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the vendor and all third party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the vendor and all third party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third party suppliers and of persons employed by them as he is for acts and omissions of persons directly employed by the vendor.

Insurance coverage required in this contract shall be in force throughout the contract term. The required Insurance Checklist summarizes the bidder's insurance obligations, if awarded.

The FSA can request and the vendor shall furnish proof of insurance within seven calendar days of receipt of the written request from FSA. Should the vendor fail to provide acceptable evidence of current insurance

during the contract term, the FSA shall have the right to consider the contract breached and justifying the termination thereof.

If bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

2.04 SPECIFICATIONS

All units covered by this Contract and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with ***all*** standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the bid document. If awarded, bidders must supply a unit that either meets or exceeds all the requirements included in the applicable detailed specifications.

The bid specifications are contained on the FSA bid system. The FSA base specifications are incorporated in this document by reference.

All bidders will be required to provide information requested on the FSA bid system or may have their bid rejected.

All vehicles, equipment, and options provided must be designed, constructed, and installed to be fully suitable for their intended use and service.

2.05 FIXED PRICES

If the bidder is awarded a contract under this Invitation to Bid, the prices quoted by the bidder at the time of bid submission shall remain fixed and firm during the term of this contract, unless otherwise addressed in a contract extension or price adjustment as provided in this Contract.

2.06 DISCOUNTS

Discounts listed in heavy vehicle and heavy equipment bids shall be below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any vehicle, equipment and options.

The vendor has the authority to offer additional discounts based on quantity, as well as additional manufacturer or vendor discounts.

Discount ranges are not permissible. Discounts must be a whole, positive percentage with no decimal place (e.g. 10%).

2.07 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using VendorLink.

2.08 EXCEPTIONS, OMISSION AND ERRORS

Any exceptions, deviations, or contingencies a bidder may have to specifications or Contract Conditions, Section 3.0 of this document, must be documented in bidder's submission. Exceptions to the specifications

at the time of the bid submission shall reference the specification or item number and a written explanation for the request for exception. At FSA's discretion, exceptions, deviations, or contingencies to the specifications or Contract Conditions stipulated by the bidder may result in disqualification of a bidder's submission.

Specifications are based on the most current manufacturer literature available. Bidders should immediately notify the FSA of any inaccuracies in the specifications or required submittal documents. All notifications of inaccuracies must be in writing and timely submitted.

Failure of a bidder to comply with these provisions will result in bidders being held responsible for all costs required to bring the vehicle into compliance with the contract specifications.

Exceptions, deviations or contingencies to the General Conditions or Bidder Instructions, other than those determined to constitute minor irregularities and waived by the FSA pursuant to Section 2.26, may be cause for the rejection of a bidder's submission.

2.09 MISTAKES

Bidders are expected to examine the specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the bidder's risk.

2.10 EQUIVALENTS

Bidders must first request approval from the FSA before submitting a bid that includes an equivalent that will supplement an item on the base specification. The FSA will determine whether the proposed equivalent is equal to or exceeds the quality, design and construction than the intended replacement item in the base specification.

Bidders must provide the manufacturer name and model number (or product identifier) of each equivalent when seeking approval. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with specific replacement item.

If the equivalent is approved, the bidder must include the supporting material in the bid submission. Bids will not be considered without this information. If a bid uses equivalents without prior approval, the bid will be deemed nonresponsive.

Vendors offering alternate makes and manufacturers of vehicles or equipment that are not specifically identified in the bid, cannot publish or offer the unapproved equivalents. Offerings of this nature will cause the bid to be rejected. If such offerings are identified after the award has been granted, the offerings, specification or entire award can be removed by the FSA.

When selling equivalents, vendors must disclose to the purchaser that an approved equivalent is being offered.

2.11 MANDATORY PRE-BID MEETING

Prospective bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting in accordance with FSA requirements. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA to meet in person to clarify questions on the terms and conditions and to confirm all base specifications are correct.

Bidders have the opportunity to suggest technical modifications or corrections before the specifications are finalized Questions relating to the specifications, the bid process, or award can be asked at the Pre-Bid Meeting.

FSA reserves the right to grant attendance exceptions to the mandatory meeting if the bidder has requested authorization, signs a memo of understanding to agree to meet all the terms and conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.12 QUALIFICATION

Prospective bidders are required to complete the qualification forms by the date listed on the Bid Calendar. A bidder becomes a qualified bidder if they comply with this section and Section 2.10, Mandatory Pre-Bid Meeting.

Qualification forms include:

- Drug-Free Workplace Form,
- Insurance Checklist,
- Manufacturer Authorization Form for each manufacturer bid for Contract FSA20-VEH18.0 and FSA 20-EQU18.0; Manufacturer Authorization Forms are **not** required for Contract FSA20-VEL28.0;
- Emergency Vehicle Technician (EVT) Certification, if bidder is offering emergency lighting and sirens, and
- Qualified Bidder documentation as required in Section 2.01

The qualification forms are located on the bid system.

2.13 PRICES QUOTED

Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening. Each specification, make, and model must be priced and bid separately.

Prices quoted in the bid submission should reflect the final amount the bidder can expect to receive for payment for the specifications bid for the duration of the contract award, unless otherwise addressed by a contract extension or price adjustment as provided in the contract. These prices must be inclusive of all of the components included in the base specification.

Prices bid, including options, must include the administrative fee FSA charges to administer the contract, as outlined in Section 3.28.

Prices must be Free On Board (FOB) destination.

Once awarded, the vendor has the authority to offer discounts for prompt payment. Cash or quantity discounts offered will not be a consideration in determination of award of the bid.

2.14 OPTION PRICING

The bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory options included in the bid submission and quotes to purchasers, if awarded.

Options are intended to add or delete equipment or features from the base specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Bidders shall NOT use options to create a vehicle or equipment that is entirely different than the FSA base specification or are available as another specification bid on this ITB.

Bidder must use proper factory codes for all factory options. Options available through the factory must be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser.

The FSA has the discretion to disqualify bidders if the option pricing is excessive or if options listed are not available for the item bid.

Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately within the bid. Section 2.15 contains specific instructions and exceptions for emergency lights and sirens.

If a bidder will offer registration and title services as a fee for service, the bidder must include the administrative fee as a separate option (i.e. line item) for each item bid, see Section 3.23 for additional details. Government imposed fees should not be included in this option pricing.

No other additional charges or fees are admissible.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet upload in the bid system. See Section 2.14 for details on emergency lights and sirens.

If options are not available as a stand alone option, the bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part or dependent of another option. Factory package options are allowable under this contract. Factory package options must be included in the options within the bid document and detailed specifically as to what components the package includes.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e. model or engine upgrade), the bidder must calculate the option price as the net difference between vendor cost on the representative base vehicle and the total MSRP of the requested option modifying the vehicle. A bidder may bid less than this price, but at no time charge more than the calculation provided here.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the written base specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA.

Example: Bidder CANNOT include option upgrades that result in the selling of a vehicle or truck on one specification that is offered as a separate specification in the bid solicitation. For example, a Vendor who is awarded the bid for 25,500 lb. GVWR Cab & Chassis cannot upgrade this item through an add option to a 30,000 lb. GVWR Cab & Chassis in order to circumvent the bid award winner for the 30,000 lb. GVWR Cab & Chassis.

Purchasers are encouraged to negotiate option pricing with vendors. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each add option shall be decided by the vendor.

Option Upload

The bid system will receive option information from bidders through a predefined Excel file upload. The option information required for the bid submission of the options under each bid specification number include:

- Bid Item number (FSA item specification number)
- Order code (Manufacturer order code)
- Description
- Price

The options will correspond to the specification or item number. Multiple options may be listed for specification or item number bid. Therefore, any bidders that do not indicate the correct item number that corresponds to the correct option code, price and description will not have options displayed for the item bid. If option pricing is not uploaded correctly, FSA may require bidders to correct the formatting of the options, but pricing may not be modified. Failure of the bidder to make corrections may cause the bid to be rejected.

If the bidder wishes to offer credit to the purchaser for an option that is standard on the FSA base specification, the bidder should include the word "Credit" at the beginning of the Description field, and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the bidder will credit the purchaser. The bid system will not allow for negative numbers, and any option upload with negative numbers will not be accepted.

2.15 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

> Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective department or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must also submit Emergency Vehicle Technician Certifications for the individuals working for the bidder or the designated third-party supplier who will perform the installation. FSA reserves the right to accept certifications up and until final award.

Vendors that will install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the Contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the vendor can be found in default of the Contract.

Prices submitted for emergency lights and sirens shall include all applicable government imposed fees.

Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission.

For vehicles that are manufacturered with emergency lights and sirens, including motorcycles, bidders may not charge for labor, emergency lights or sirens that come from the factory equipped with these features as standard equipment.

Bid Submission of Emergency Lights and Sirens
Bidders will be asked to provide pricing for emergency lights and sirens by submitting a pricing sheet. The bid system will receive pricing through a standardized Excel file. The pricing sheet will include:

- Group
- Order code
- Description
- Price (part only)
- Labor hours
- Labor cost per hour

2.16 SUBMITTAL OF BID

Bidders are required to submit a bid using the FSA bid system, VendorLink. Bid submissions include pricing for the base specification, option descriptions and pricing, and any applicable lighting/siren pricing, as well as all other required documentation.

The bid must be received by the date and time specified on the Bid Calendar. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink
Bidders must submit their bid electronically using the on the FSA bid system, which is located at https://www.myvendorlink.com. Bids not submitted within VendorLink will be rejected. Bidders are encouraged to participate in training provided for Vendorlink.

User names and passwords will be issued to qualified after registering in the bid system, qualified bidders will be invited to bid.

Prices are to be rounded to the nearest whole dollar (i.e. $10, not $10.05). The bid system allows for cents, however the bid evaluation is based on the whole dollar. If a bidder submits bid pricing using cents, the following formula will be applied:

- $.01-.49 will be rounded down to the prior dollar bid (e.g. $50.49 = $50)
- $.50-.99 will be rounded to the next dollar (e.g. $50.50 =$51)

Bid Submission

To ensure correct bid submittal and formatting, Bidders shall:

1. Submit bid electronically through the FSA bid system, VendorLink, for the applicable bid.
2. Input bid price in the bid system price field within each specification being bid.
3. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); or Compressed File (ZIP) formats.
4. Enable printing on files submitted.
5. Separate and identify each part of the submission (i.e. document type, form type, content type) with a divider/separation page.)
6. Bids must be input into the standardized format in VendorLink.
7. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during bid submission.
8. Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid submitted in VendorLink shall include the following documents:

- Executed Contract Signature Page
- Build sheet in a single merged .pdf document for each item bid as prescribed in the FSA bid system.
    - A build sheet is a document from the bidder or manufacturer that confirms that the vehicle or equipment bid matches the FSA base specification. If using the manufacturer's print-out, the document shall include the FSA bid specification item number, and indicate the manufacturer's base model code and display the standard equipment required to provide the base vehicle or equipment as outlined in the FSA base specification. For example, manufacturer print-outs can include Ford – Dora, General Motors – GM Autobook. Carbook Pro build sheets are acceptable. If vendor-installed aftermarket components are used to meet the base specification and these components must be identified on the build sheet. Build sheets for each item bid must be complied into a single .pdf document. Build sheets should be in numerical order by specification, clearly identifiable by specification or item number, and include model name and number. If FSA cannot determine which specification the build sheet is for, the item bid can be rejected as nonresponsive.
- Option pricing required as a single merged .pdf document as prescribed in the FSA bid system.
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Emergency Vehicle Technician Certifications, if applicable.
- Service Standard Plan, Section 2.02, if applicable.
- Any requested equivalents, Section 2.10, or exceptions, Section 2.08.
- Certificates of Insurance, as applicable for policies in existence at the time of bid submission

FSA may ask awarded bidders to supply one hard copy set with original, written signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA.

2.17 ZONE BIDDING

Bidders are allowed to bid in one or more geographic zones. The zone map is included in Appendix B. A space is provided for the bidder to indicate pricing for each zone. The bidder only submits a bid for each zone if pricing is provided for each zone.

2.18 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the bidder agrees to the terms and conditions of this contract and to be bound by such terms and conditions if selected for award. The bidder must submit the Contract Signature Page with the signature of an authorized representative no later than the date of the final award.

2.19 MODIFICATION OR WITHDRAWALS OF BIDS

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a bidder believes that the bidder must withdraw the bid, the bidder must contact FSA immediately. Bid withdrawals are handled on a case by case basis, and can result in a limitation of participation in future bids.

2.20 LATE BIDS

The responsibility for submitting a bid before the stated due date and time on the bid calendar is solely and strictly the responsibility of the bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.21 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening will occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida.

FSA shall read the bidder name and verify that the bidder successfully input the bid within the timeframe prescribed for bid submission in the Bid Calendar.

2.22 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Contract. As set forth in section 2.27, FSA reserves the right to waive or allow a vendor to correct minor irregularities.

2.23 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if eligibility and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. In determining a responsible bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including previous FSA contracts;
- Any other information relevant to the responsibility of a vendor that FSA is aware of.

In addition to the requirements of Section 2.01, FSA reserves the right to request staffing, performance and financial information from any bidder during the evaluation process if FSA determines this information is necessary to award the bid.

FSA reserves the right to determine which responses meet the requirements, specifications, terms and conditions of the solicitation, and which bidders are responsive and responsible.

FSA further reserves the right to limit participation of bidders who, in FSA's sole discretion, are determined to present responsibility concerns that call into question the bidder's ability to perform but that do not rise to the level of requiring rejection of the bidder as nonresponsible.

2.24 BASIS FOR AWARD

The FSA shall make awards to the lowest bidder by specification, by manufacturer and by zone to bidders deemed to be responsive and responsible. Awards may also be made to the second and third lowest bidders by specification, by manufacturer and by zone, if applicable and determined to be in the best interest of the FSA and the purchaser.

The Fleet Advisory Committee serves as the initial review for bid submissions. The Fleet Advisory Committee's review is submitted to the FSA for final evaluation and determination of award.

The options in the bid shall be for informational purposes only and will not serve as a basis for bid protest. However, the FSA has the discretion to consider option pricing in making the award if doing so would be in the best interests of the FSA or the purchaser.

FSA reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest.

2.25 FIRM BID

Bidder warrants by virtue of bidding it is submitting a firm bid and the prices quoted in their bid response will be good for an evaluation period of sixty (60) calendar days from the date of bid opening, and if awarded through the duration of the contract unless otherwise addressed by a contract extension or price adjustment as provided in this contract.

By virtue of the bid submission, bidder acknowledges its obligation to sell vehicles and equipment in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to $1,000 per vehicle or equipment, which amount the vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

2.26 BID TABULATIONS

The Bid Tabulation report will be posted on the FSA Cooperative Purchasing Program website after the bid submission closes as indicated in the Bid Calendar. https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/dealers-only.

If there is a delay in posting the bid tabulation results, FSA will post a notice of the delay and a revised date for posting of results.

2.27 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the terms and conditions of this procurement that does not affect the price of the bid or give the bidder a substantial advantage over other bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA may allow a bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA may request a bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA will not request and a bidder may not provide the FSA with additional materials that affect the price of the bid, or give the bidder an advantage or benefit not enjoyed by other bidders.

The FSA may also reject any bids not submitted in the manner specified in this document.

2.28 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the bid award date and effective date of the awarded contract as indicated in the Bid Calendar. During this period all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the the bid system, or communications initiated by the FSA. All permitted communications during this period shall be made in writing to the procurement contacts identified in Section 1.01 of this Invitation to Bid.

FSA is not responsible for bidder's improper use of the bid system. Exceptions will be granted to this section should any bid system malfunctions occur.

3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the Contract between the FSA and the awarded vendor.

The terms and conditions apply to all vehicles and equipment purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the Contract warrants that he/she is duly authorized to do so and binds the respective party to the Contract.

3.03 VENDOR CONTACT INFORMATION

The vendor will maintain current contact information with FSA at all times.

If a change occurs during the contract, the vendor must notify FSA immediately. The Vendor Change Document must be completed, signed by an authorized representative and submitted via e-mail to CPP@flsheriffs.org.

A sample Vendor Change Document can be found in Appendix A and on the FSA website.

3.04 OPTION TO RENEW & PRICE ADJUSTMENT

Renewal Option
The contract may be renewed by mutual agreement, initiated at the discretion of the FSA, for up to two (2) additional years, on a year to year basis. The FSA reserves the right to in its sole discretion elect to renew the contract in whole or in part.

In the event that the contract is held beyond the term provided herein, it shall be on a month-to-month basis only and shall not constitute an implied renewal of the contract. Such a month-to-month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

Price Adjustment
On an annual basis during the contract term, the FSA may consider a price adjustment due to changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics, as a result of any changes to national or state standards that require substantial cost adjustments, significant manufacturer changes to the production of and specification design, or in the event of material changes in tariffs that result in cost increases of 15% or more.

The price adjustment requests may be considered and implemented by FSA on an annual basis during the initial term, or upon the completion of the initial term or a 12-month renewal period. Price adjustments will be implemented upon request from a vendor or in the event that the FSA determines in its sole discretion that such a price adjustment is warranted.

Prices may be increased or decreased by the percentage change reflected in the nationally published PPI. FSA shall determine the PPI based on the most recent published PPI initiated at the time of renewal that best reflects adjustments to the economy over the previous 12 months.

In the event of changes to national or state standards, the vendor must present verifiable changes in cost to FSA. The FSA will consider the cost changes and will make a final determination on the change in price. In cases where manufacturers have significant changes to production and specification design to an awarded item, FSA will consider certified manufacturer cost changes and may allow price adjustments to reflect to such changes in costs from the manufacturer to the awarded vendor.

For any vendor-initiated price adjustment to commence on the first day of the renewed contract term or, the vendor's request or adjustment should be submitted one hundred and twenty (120) calendar days prior to expiration of the then current contract. The vendor-initiated price adjustment request must clearly substantiate the reasons for the requested increase. If no request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period will not be considered.

The FSA reserves the right to accept the renewal adjustment or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of the FSA.

3.05 ADDITIONS AND DELETIONS

The FSA reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and the participating purchasers.

FSA reserves the right to remove, discontinue or suspend the sale or offering of any product within the Invitation to Bid document or existing contract, at its discretion.

This decision to take action may be based upon and not limited to:

- Few or no sales;
- Product recalls and other safety issues;
- Vendor/Manufacturer performance; or
- Lack of relevance of products.

3.06 EQUITABLE ADJUSTMENT

The FSA may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this bid shall be the most current model offered, i.e. the most current production model at the time of this bid.

3.08 PRODUCTION CUTOFF

Vendor shall notify the FSA in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Notification shall be provided in writing.

Purchase orders received by the vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer.

If a purchase order has been timely received by the vendor or the manufacturer, and the manufacturer fails to produce or deliver the production year vehicle, the vendor must provide the next year's equivalent model at current contract prices.

Purchase orders issued and received after the production cutoff date will be subject to availability. In this case, the vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term.

If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the specifications, FSA may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA reserves the right to inspect the vendor's facilities at any time with prior notice.

3.10 SUBSTITUTIONS

The FSA or purchasers will NOT accept substitutes of any kind. Vendors are expected to furnish the brand quoted in the bid once awarded. Any substitutes will be returned at the vendor's expense. Delivery of substitutes and the delay in supplying the correct specification can be deemed grounds for termination for default.

3.11 POLICE RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation.

These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report click or copy the links below.

The importance with which each individual phase is weighted in these evaluations is a subjective decision which should be made by each agency based upon that agency's needs.

For the purposes of this bid, the following are recognized authorities:

State of Michigan, Department of State Police and Department of Technology, Management and Budget Police Vehicle Evaluation Program
https://www.michigan.gov/documents/msp/2019MYPoliceVehicleEvaluationTestBook

639203_7.pdf

Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:
https://www.lasd.org/pdfjs/web/viewer.html?file=VehicleTestBooklet.pdf

Motorcycles:
https://www.lasd.org/pdf/2017_MotorcycleTestBooklet12192017.pdf

3.12 SPECIAL SERVICE VEHICLES

Vehicles in this category in some cases have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufactures published information for detailed information regarding these vehicles.

3.13 CAB AND CHASSIS PURCHASES

Cab and Chassis can be purchased from the vendor without any required additional fitting by the vendor. If an incomplete chassis is sold to an agency, then the vendor is not responsible for the tag and title. Vendors are responsible for tag and title work if the chassis is completed by the vendor or the vendor's contracted third party supplier.

FSA highly recommends that all upfitting of cab and chassis be performed by vendors who are licensed and certified to perform such work to avoid unnecessary exposure to future liability.

The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

3.14 FACTORY INSTALLED

All options specified as factory installed are to be installed on the vehicle at the primary site of assembly and is to be the manufacturer's standard assembly-line product. No aftermarket and no vendor-installed equipment will be accepted as factory installed. Vendors found supplying aftermarket or vendor-installed equipment where factory installed are specified may be required to retrieve all delivered vehicles and reorder new vehicles meeting the specifications.

All factory ordered options are to be original equipment manufacturer (OEM) and factory installed unless otherwise noted by the vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

Aftermarket parts, modifications, and factory produced parts and components ordered and installed by a vendor that do not meet the requirements of factory installed components, will be rejected for noncompliance with the requirements of the specification.

In the event that a component that does not meet the specifications is found installed on a vehicle before or after the vehicle has been accepted by the Purchaser, the vendor shall be required to replace the vehicle

with a vehicle that meets the required specifications, including factory installed components. In the alternative, the purchaser shall decide whether they will accept vendor installed components.

3.15 VENDOR INSTALLED

All vendor-installed accessories shall be installed according to the manufacturer's specifications. Examples include, but are not limited to a roll bar, trailer hitch, etc.

All such accessories must be manufactured by an established manufacturer of the product provided. Vendor is required to disclose Make and Model of product being offered and the location, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the vendor must also disclose the warranty of any item that is less than or exceeds the factory vehicle or equipment warranty coverage.

A vendor that employs a third-party supplier or subcontracts technicians to install emergency equipment on vehicles purchased on this contract is required to utilize technicians that are certified in Law Enforcement Vehicle Installation through EVT Certification Commission, Inc. or an approved equivalent.

The FSA may at any time during the contract period request proof of the required certification.

Any vendor that violates this provision will be considered in default of the contract. FSA may terminate the contract in accordance with Section 1.45 of this Invitation to Bid.

3.16 NON-SCHEDULED OPTIONS

FSA attempts to include scheduled, factory and aftermarket options in the bid document. If a purchaser requests a non-scheduled option that is not included in the bid document, the vendor may provide this non-scheduled option. The purchaser has the opportunity to request the vendor's discount pricing for any non-scheduled options during the quote process. At no time should the non-scheduled option exceed MSRP or Published List Price.

Non-scheduled options should be listed as a separate line item and noted on the purchase order to include the price. All non-scheduled options are covered under these terms and conditions.

3.17 FORCE MAJEURE

A vendor shall not be penalized for a delay resulting from the vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the vendor.

3.18 DELIVERY TIME

Vendors shall specify the estimated delivery time in calendar days for each item. The purchaser should consult the vendor regarding vehicle production schedules. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

3.19 ORDER

The vendor shall submit a copy of the purchase order to the FSA within 15 calendar days of receipt from the purchaser.

To initiate a purchase, a purchaser issues a purchase order to the vendor, which shall include:

- The contract number and title,
- Specification number,
- Purchaser's federal identification number, and
- Name, phone number and email address for the point of contact at the purchasingagency.

Delivery or due dates should be discussed with the vendor at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the vendor. It is important to note that vendors do not have any control over production delays in schedules from the manufacturer.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a vendor in another zone can better serve the purchaser's needs, the purchaser may order from a vendor in another zone. Vendors that provide vehicles or equipment outside of an awarded zone may upon mutual agreement between the vendor and the purchaser charge a delivery fee.

The purchaser should forward an executed copy of the purchase order to the FSA at the same time the purchase order is sent to the vendor. Emails or hard copies are acceptable. Emails can be sent to coop@flsheriffs.org.

If a vendor receives a purchase order for a specification for which they were not awarded, the vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

All vehicles ordered prior to production cut off and in accordance with the contract shall be supplied in the manufacturer's next model run of that class vehicle even if it requires supplying a later model at the original bid prices.

Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the Contract and the purchase order.

It is the vendor's responsibility to ensure that the vehicle or equipment ordered by the purchaser is fully compatible with all ordered options and that the vehicle complies with all applicable manufacturer and industry standards. The vendor's acceptance of a purchaser's order will indicate that the vendor agrees to deliver a vehicle that will be fully compatible with all of its options.

Any changes that are required to bring a vehicle or equipment into compliance with the various options due to an incorrect order will be accomplished at the vendor's expense.

A Confirmation of Order form shall be completed by the vendor and returned to the purchaser 14 calendar days from receipt of purchase order without notification by the purchaser. An example Confirmation of Order form is included in Appendix C.

Any additional information needed to complete this form should be obtained from the purchaser. The form may be modified to accommodate each purchaser as necessary.

3.20 VEHICLE AND EQUIPMENT DELIVERY

At a minimum, pre-delivery service shall include the following:

- Standard Vendor and Manufacturer protocol for new vehicle and equipment delivery;
- Cleaning of vehicle and equipment, if necessary, and removal of all unnecessary tags, stickers, or papers (window price sticker or supplied line sheet shall remain);
- Speedometer must be correct regardless of the tires provided by the vehicle manufacturer or axle ratio furnished;
- Verification that the hour meter does not exceed five (5) hours for equipment;
- Owner's manual and warranty manual to accompany each vehicle and equipment; and
- MSRP list sheet (window sticker) MUST be in the vehicle when it is delivered to the purchaser. Vehicles that are missing this form, or have forms that have been altered will not be accepted. Build sheets, or documentation that verifies what components are included on the equipment being delivered, must be provided for equipment.

The vendor shall be responsible for delivering vehicles and equipment that are properly serviced, clean and in first class operating condition.

Vendor shall complete delivery of the vehicle and equipment to the purchaser within fourteen (14) calendar days of receipt of the vehicle from the manufacturer or equipment supplier. This deadline shall not apply to vehicles originating as an incomplete chassis.

Receipt of a vehicle or equipment by the vendor is defined as acceptance of the vehicle or equipment from a common carrier at the vendor's place of business or any third party's place of business.

Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a police rated vehicle must use an "OUT OF SERVICE" cover on light bars.

All deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchasing agency. However, this requirement shall not apply to incomplete chassis. The purchaser has the option to reject a vehicle with more than 350 odometer miles, or may deduct $0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. This requirement also applies to redelivery of vehicles that were rejected upon initial delivery. Equipment with more than five (5) hours on the hour meter may be rejected by the purchaser or the purchaser may choose to negotiate a lower purchase price when the unit exceeds five hours.

All warranties shall begin at the time of delivery to the purchaser. The purchaser's warranty should not be active for incomplete vehicles or equipment and vehicles or equipment delivered to a third-party supplier before final delivery.

Vendor shall notify the purchaser no less than twenty four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. Transport deliveries must be unloaded and inspected by purchaser. Deliveries not complying with these requirements may be rejected and will have to be redelivered at vendor's expense.

All vehicles or equipment with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For vehicles and equipment that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided.

3.21 INSPECTION AND ACCEPTANCE

It is the responsibility of the purchaser to inspect a vehicle or equipment for any damages.

Each purchaser shall make a good faith effort to inspect the vehicles or equipment before or at the time of delivery for acceptance. One (1) day is the suggested period for inspection. However, if reasonable accommodations for inspection cannot be made upon delivery, the purchaser may have up to three (3) business days to inspect the vehicle or equipment for acceptance.

Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order.

It is the purchaser's responsibility to thoroughly inspect each vehicle and equipment prior to acceptance. Copies of the bid specifications and purchase order will be delivered with the vehicle. Purchasers are to inspect the vehicle and equipment and compare bid specifications, purchase order and manufacturer's window sticker or manufacturer's invoice to ensure vehicle or equipment meets or exceeds the requirements of the bid specifications and the submitted purchase order. Purchasers should inspect the vehicle and equipment for physical damage.

Delivery of a vehicle or equipment to a purchaser does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the vehicle and equipment meet contract specifications and the requirements listed below.

Should the delivered vehicle differ in any respect from specifications, payment can be withheld until such time as the vendor completes the necessary corrective action.

Units shall be delivered with each of the following documents completed or included:

1. Copy of Customer's Purchase Order
2. Copy of the applicable Vehicle or equipment specification
3. Copy of Manufacturer's Invoice or Window Sticker for vehicles (prices may be deleted from the manufacturer's invoice); or a Build sheet, or documentation that verifies what components are included on the equipment being delivered, for equipment
4. Copy of Pre-Delivery Service Report
5. Warranty Certification

6. Owner's manual
7. If the vendor does not provide the tag and title, then the DHSMV 82040 (*Application for Certificate of Title and/or Vehicle Registration)* which requires a signature of authorized representative.

Deliveries that do not include the above items will be considered incomplete and can be refused.

3.22 REGISTRATION, TAG AND TITLE

Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to tag and title work.

Title items shall be the responsibility of the vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the vehicle or equipment.

Reasonable administrative costs for registration and title services, including obtaining temporary tags, tag transfers, and new tags are permitted. All costs associated with obtaining, filing and shipping of tags shall be listed as an option during the bid submission for each item bid. Administrative costs can include convenience fees, cost reimbursements for filing, obtaining or delivery of tags, or any costs over the original purchase price of the registration and title. Administrative costs for registration and titling can be negotiated between the purchaser and the vendor.

3.23 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently.

A purchaser has three (3) business days to inspect and accept the vehicles or equipment. The vendor shall be paid upon submission of invoices to the Purchaser after satisfactory delivery and acceptance of the vehicles and/or equipment.

The Local Government Prompt Payment Act will apply to ensure timely payment of Vendor invoices. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.24 WARRANTY REPAIRS AND SERVICE

All warranties shall begin at time of delivery and final acceptance by the purchaser. Failure by any manufacturer's authorized representative to render proper warranty service or adjustments, including providing a copy of the warranty work order to the purchaser, may subject the vendor to suspension from the approved vendor listing until satisfactory evidence of correction is presented to the FSA.

3.25 INADEQUATE SERVICE

When vehicles and equipment require service or adjustments upon delivery, the vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory and the vehicle or equipment is redelivered.

The provisions of the delivery section shall remain in effect until the redelivery is accomplished. The cost of any transportation required shall be the responsibility of the vendor until the vehicles or equipment are satisfactory and accepted by the purchaser.

3.26 REPORTING: PURCHASE ORDERS & QUARTERLY REPORTS

Purchase Orders

The vendor must submit copies of purchase orders upon receipt to the FSA. Purchase orders are considered late if not submitted fifteen (15) calendar days after the date of the purchase order. Purchase orders and accompanying documentation shall include base specification items purchased and all options itemized separately.

Vendors should scan a complete copy of the purchase order and attach it as a .pdf. Place the document title in the subject line of the e-mail and send purchase order copies to COOP@flsheriffs.org.

The files should be named using the the name of the purchasing entity, the purchaser type and the PO number. The purchaser type other can include any other eligible purchaser including special district, fire department or other purchasing entity not specifically named here. Out of state sales should include the state in the name.

PURCHASER TYPE	SAMPLE STRUCTURE	EXAMPLE
MUNICIPALITY	City Name PO 12345.pdf	Tallahassee PO 12345.pdf
COUNTY	County Name County PO 12345.pdf	Leon County PO 12345.pdf
EDUCATION	Educational Institution Name PO 12345.pdf	Florida State University PO 12345.pdf
OTHER	Special District Name PO 12345.pdf	Northwest Florida Water Management District PO 12345.pdf
SHERIFF	Sheriff Office Name PO 12345.pdf	Leon County Sheriff PO 12345.pdf

Quarterly Reports

Quarterly reports are the contractual responsibility of each vendor. Quarterly reports which do not adhere to the required format (as set forth in Appendix D) or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting vendor for correction of deficiencies.

Quarterly reports track the purchase orders received, deliveries made, and vendor administrative fees prescribed in Section 3.28 due in a given quarter.

All required quarterly report templates can be downloaded from the FSA website under the Cooperative Purchasing Program page, Other Links, Vendor Only page. All quarterly reports are to be sent to REPORTS@flsheriffs.org.

The quarterly report template shall be submitted using the Excel workbook provided. The workbook contains three 3 worksheets. The first worksheet titled “Instructions” must be completed with the name of the vendor and the quarter being reported in the fields that appear in red text. The quarter being reported should be selected from the drop down box. This information will be copied to the report page

headers in each worksheet. The second worksheet must contain all sales or purchase orders received during the quarter. The third worksheet must contain information on all deliveries made during the quarter. This tab will automatically calculate the administrative fee due to FSA.

Purchase orders should not be sent with quarterly reports. A screenshot of the template of a quarterly report is located in Appendix D. Quarterly reports must be completed and submitted electronically. Quarterly reports are due no later than the 15th day of the month following the end of the quarter.

Quarterly reports shall follow this schedule for the duration of the contract:

Contract Year 1: October 1, 2020 – September 30, 2021

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Contract Year 2: October 1, 2021 – September 30, 2022

Year 2 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 2 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 2 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 2 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Contract Year 3: October 1, 2022 – September 30, 2023, as applicable

Year 3 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 3 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 3 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 3 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a vendor has no sales within a quarter, the vendor shall indicate “No sales this quarter” on the top row of the sales worksheet. If the vendor has no deliveries in a given quarter, the vendor shall indicate “No deliveries this quarter” on the top row of the delivery worksheet.

FSA reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported, but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA will provide written notice to all vendors of the method by which future quarterly reports are to be submitted.

3.27 ADMINISTRATIVE FEE

The FSA charges three quarters of one percent (.0075) to procure, process and administer the Contract.

After receipt of payment from contract purchases, the vendor shall remit all administrative fees to the FSA no later than 15 calendar days after the end of each quarter. All fees payable to the FSA during any given quarter will be accompanied and supported by a Quarterly Report.

Bidders are to include the administrative fee of three quarters of one percent (.0075) in all bid prices. The fee should be incorporated into the price at the time of bid submission This fee should also be included on all add options. The administrative fee will remain payable to FSA and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a vendor fails to incorporate the administrative fee in its bid pricing.

The fee should never be listed as a separate line item on any purchase order.

The administrative fee is based on the total purchase order amount of new vehicles or equipment. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The administrative fees are the contractual responsibility of each awarded vendor.

By submission of the quarterly reports and administrative fee, the vendor is certifying the accuracy of the reports and deposits. All reports and fee submissions shall be subject to audit by the FSA or their designee.

All participating vendors will be responsible for making sure that FSA has the contact information, including e-mail address, for the person responsible for quarterly reports. There will be no reminders for the quarterly reports or the administrative fee.

Checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.28 LIQUIDATED DAMAGES

The vendor warrants that the product supplied to the FSA or purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports must be received by FSA within 15 calendar days following the end of each quarter will result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of $25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section and Section 3.28, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. Venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA, at it's sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to Section 1.45.

Schedule of Liquidated Damages

Failure to submit quarterly report and/or administrative fee on time	$25 per calendar day
Failure to report a Purchase Order to FSA within the 15 calendar days of the purchase order date	$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will damage the FSA, but by their nature such damages are difficult to ascertain. Accordingly, the above specified schedule of liquidated damages shall apply to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty, but are instead intended solely to compensate the FSA for damages, and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the vendor's failure to take the specified actions.

Appendix A

Florida Sheriffs Association Cooperative Purchasing Program
Vendor Change Document

Please complete this form to validate a requested change to Company Addresses, Contacts or Contact Information below. Include all sections where information has changed, old and new.

FSA Contract Number(s) affected by change: _____

_____

Company Information Changes:	
Old Information	***New Information***
Old Company Name:	New Company Name:
Old Company Address:	New Company Address:
Old Company City:	New Company City:
Old Company State:	New Company State:
Old Company Zip:	New Company Zip:
Company Contact Changes:	
Old Contact Information	***New Contact Information***
Old Contact Name (First, Last):	New Contact Name (First, Last):
Old Contact E-Mail:	New Contact E-Mail:
Old Contact Office Phone:	New Contact Office Phone:
Old Contact Mobile Phone:	New Contact Mobile Phone:
Old Contact Fax Phone:	New Contact Fax Phone:

This information is requested by an authorized representative of _____.

This request will take effect as soon as it is received by FSA by e-mailing to cpp@flsheriffs.org.

Name of Authorized Company Representative _____

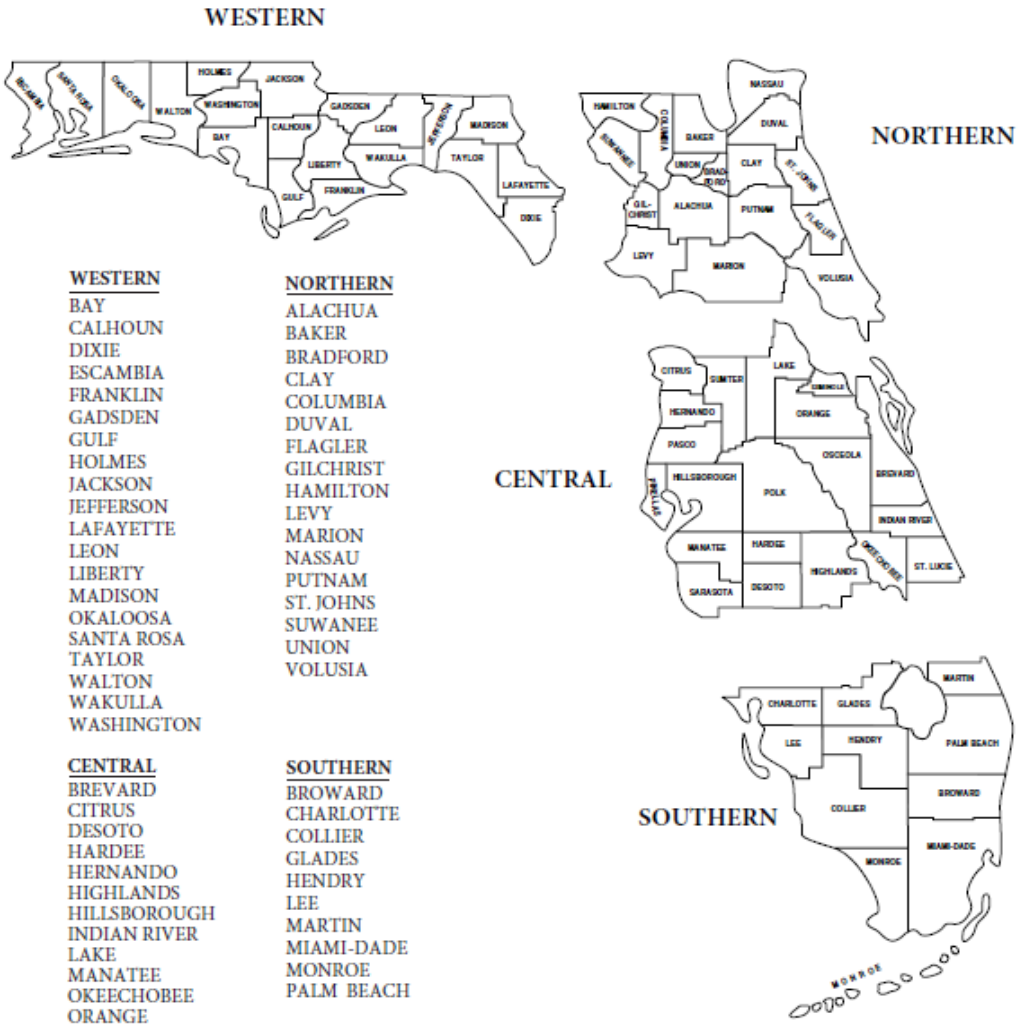
Job Title_____ Date of Request _____

Authorized Company Representative Signature: _____

FSA Office Use:		
Date Received:	Change Effective:	FSA Agent:

Appendix B

FSA CONTRACT ZONE MAP



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BAY
CALHOUN
DIXIE
ESCAMBIA
FRANKLIN
GADSDEN
GULF
HOLMES
JACKSON
JEFFERSON
LAFAYETTE
LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

NORTHERN
ALACHUA
BAKER
BRADFORD
CLAY
COLUMBIA
DUVAL
FLAGLER
GILCHRIST
HAMILTON
LEVY
MARION
NASSAU
PUTNAM
ST. JOHNS
SUWANEE
UNION
VOLUSIA

CENTRAL
BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
SEMINOLE
SUMTER

SOUTHERN
BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
LEE
MARTIN
MIAMI-DADE
MONROE
PALM BEACH

v.10_2015

Appendix C

CONFIRMATION OF ORDER FORM

Police Rated, Administrative, Utility Vehicles Trucks and Vans

Bid # FSAXX-XXXX

Vendors are to complete and return this confirmation of order form by email, fax or mail to the agency location listed below within fourteen (14) calendar days after receipt of purchase order.

Vendor:

Vendor: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Phone Number: _____ Fax: _____

Specification No. _____ Type Vehicle/Equipment: _____

Purchase Order Number: _____ Purchase Order Received: _____

Order Was Placed With the Manufacturer on: _____

Under Production Number: _____

Estimated Date of Delivery: _____

Comments: _____

_____

PURCHASER: _____

Contact Person: _____

Address: City: _____

Phone Number: _____ State: _____ Zip: _____

E-mail: _____ Fax: _____

Appendix D

Sales

Type Vendor Name Here
FSA Contract Number and Name
Effective Dates of the Contract: Contract Effective Dates
Current Quarter Being Reported: 10/1/20 to 12/31/20

Name of Purchasing Agency	PO Date	PO #	Spec. #	Make	Model	Qty.	Total PO Amount	Estimated Delivery Date	Admin Fee Based on PO
Grand Totals Linked to the Bottom Row							$ -		$ -
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Deliveries

Type Vendor Name Here
FSA Contract Number and Name
Effective Dates of the Contract: Contract Effective Dates
Current Quarter Being Reported: 10/1/20 to 12/31/20

Name of Purchasing Agency	PO Date	PO #	Spec. #	Make	Model	Qty. Delivered	Total PO Amount Being Delivered	Actual Delivery Date	Admin Fee Due Based on PO Amount Delivered	Admin Fee Being Paid with this Quarterly Report	Difference Between Auto-calculated amount due and amount being paid	Additional Notes/Comments
Grand Totals Linked to the Bottom Row							$ -		$ -	$ -	$ -	
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Appendix E

Bid Calendar

FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles
FSA20-VEH18.0 Heavy Trucks
FSA10-EQU18.0 Equipment

CALENDAR ITEM	DATE
Bid Announcement	4/22/20 & 5/25/20
Voluntary Workshops For Contracts FSA20-VEL28.0 & FSA20-VEH18.0 *	6/10/20
Mandatory Pre-Bid Meeting for Contract FSA20-VEL28.0 *	7/8/20
Mandatory Pre-Bid Meeting for Contract FSA20-VEH18.0 *	7/9/20
Request for Clarifications Due	7/30/20
Mandatory Qualifying Documents Submission	8/3/20
FSA Response to Request for Clarifications	8/5/19
Cone of Silence	8/7/20 – 10/1/20
Bid System Open	8/7/20
Bid Submissions Due	8/31/20
Public Bid Opening	9/1/20
Fleet Advisory Committee Bid Review	9/1/20 – 9/4/20
Intent to Award Posted	9/9/20
Final Bid Award	10/1/20

* Details for the Workshop, Mandatory Pre-Bid Meeting, and Public Bid Openings will be posted on FSA's website, emailed to interested bidders, or can be found in Florida Administrative Registrar (as appropriate) for the dates published.

* FSA intends to do an in-person Mandatory Pre-Bid meeting. However, the FSA has plans to conduct the meeting via webinar if conditions do not permit or are not safe for an in-person meeting. If FSA can conduct the meeting in-person, it will be held at the Falkenburg Road Jail Assembly Room at the Hillsborough County Sheriff's Office.
For the most up to date information on these events, please refer to https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/bid-announcements.

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FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519, Tallahassee, Florida 32317-2519

ph: (850) 877-2165
fax: (850) 878-8665
www.flsheriffs.org

June 10, 2022

Contract Amendment to Heavy Equipment
FSA20-EQU18.0

The Terms and Conditions of this Contract allow for modification via addenda as provided for in Section 1.24. FSA is proposing the following modifications: remove Sections 3.04-3.06 and replace with new language.

Additionally, the FSA is adding language in Section 2.12 to confirm compliance with E-Verify requirements pursuant to Section 448.095, Florida Statutes. In addition to this contract language, FSA is requesting vendors to submit the attached digital affidavit acknowledging compliance with the Florida law.

FSA requests vendors submit the digitally signed contract amendment no later than Friday, June 17, at 5:00PM EST. The contract amendment will be effective immediately upon FSA's receipt of these documents.

To complete contract amendment requirements, click the "Sign the Contract Amendment" tab included in this email, which allows for electronic signature and attestation of compliance with Florida Statutes Section 448.095, E-Verify requirements.

Section 2.12 is amended to include the following language:

2.12 QUALIFICATION

Prospective bidders are required to complete the qualification forms by the date listed on the Bid Calendar. A bidder becomes a qualified bidder if they comply with this section and Section 2.10, Mandatory Pre-Bid Meeting.

Qualification forms include:

- Drug-Free Workplace Form,
- Insurance Checklist,
- Manufacturer Authorization Form for each manufacturer bid for Contract FSA20-VEH18.0 and FSA 20-EQU18.0; Manufacturer Authorization Forms are **not** required for Contract FSA20-VEL28.0;
- Emergency Vehicle Technician (EVT) Certification, if bidder is offering emergency lighting and sirens, and
- Qualified Bidder documentation as required in Section 2.01
- Completion of a digital affidavit confirming compliance with E-Verify requirements pursuant to Section 448.095, Florida Statutes.

Sections 3.04, Section 3.05 and Section 3.06 are deleted and replaced with the following new language:

3.04 ADDITIONS OR DELETIONS

The FSA reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and the participating purchasers.

FSA reserves the right to remove, discontinue or suspend the sale or offering of any product within the Invitation to Bid document or existing contract, at its discretion.

This decision to take action may be based upon and not limited to:

- Few or no sales;
- Product recalls and other safety issues;
- Vendor/Manufacturer performance; or
- Lack of relevance of products.

3.05 CONTRACT EXTENSION

Contract Extension

The contract may be extended by mutual agreement, initiated at the discretion of the FSA, for up to two (2) additional years, on a year-to-year basis.

The vendor may request price adjustments for contract extensions as provided for in the price adjustment section. If no request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered unless otherwise provided for in this contract.

The FSA reserves the right to in its sole discretion, elect to implement an optional term or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of the FSA.

Month-to-Month Continuation

In the event that a new contract is not active at the time of this contract's expiration, this contract's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

3.06 PRICE ADJUSTMENTS

This contract provides the following options for price adjustments:

- Annual Price Adjustments
- Changes to Production or Design
- Manufacturer Certified Adjustments
- Surcharges
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price and must be submitted as a percentage change. If a dollar amount is provided, FSA will calculate to the nearest percentage, which the vendor accepts is reasonable.

Annual Price Adjustment

The FSA may consider annual or quarterly price adjustments due to:

- Changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS); or
- As a result of any changes to national or state standards that require substantial price adjustments.

Changes resulting from PPI will be verified by the FSA, after the vendor requests a price adjustment under this provision and identifies the commodity code for each item as designated by the BLS.

In the event of changes to national or state standards, the vendor must present verifiable changes from the manufacturer in price to FSA. FSA may consider other documentation related to the change to national or state standards but is not obligated to grant price changes without literature from the manufacturer. The FSA will consider the request and will make a final determination on the change in price.

For any price adjustment to commence annually or on the first day of the contract extension, the vendor's request for price adjustment should be submitted 60 (sixty) days prior to the annual execution of the contract or to the expiration of the contract extension.

Changes to Production or Design

Significant changes by the manufacturer to the production and specification design may also initiate a price adjustment request. FSA will consider order dates, production cutoffs, conditions as provided for in Section 3.08, as well as replacement or complete redesign of items when considering significant changes to manufacturer production or design.

Manufacturer Certified Adjustments

Vendors must provide documentation from the manufacturer to FSA that shows a legitimate need for price adjustments.

Surcharges

Surcharges are increased costs that are imposed on awarded vendors for items sold on this contract. Surcharges can be related to the cost of raw materials, cost of transportation or shipping, or fees imposed by the governing entities. Since surcharges are imposed on awarded vendors, in order to request a price change, the vendor must document the origin of the surcharge.

The vendor must provide manufacturer or supplier certification documentation that identify the reason or cause for the surcharge to FSA in advance of imposing surcharges to a purchaser.

Surcharge After a Purchaser Order is Issued

When a purchase order has been issued, the vendor may present a surcharge with all required documentation to the purchaser for consideration. The purchaser may accept or negotiate a reduction in the surcharge or reject the surcharge at their discretion.

Equitable Adjustments

The FSA may make an equitable adjustment to the contract terms or pricing at its discretion.

Bid Award

Contract: FSA20-EQU18.0, Heavy Equipment

Group: ROLLER: Small 5,400 LB Double Drum Roller - 47"

Item: 343, Caterpillar, CB24B, CB24B

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Ring Power Corporation	$61,143.00	0.00%	Build	Options
Northern	Primary	Ring Power Corporation	$61,143.00	0.00%	Build	Options
Central	Primary	Ring Power Corporation	$61,143.00	0.00%	Build	Options
Southern	Primary	Kelly Tractor Co	$52,121.00	0.00%	Build	Options

BID AWARD

CONTRACT

FSA20-EQU18.0

HEAVY EQUIPMENT

Contract Term:
October 1, 2020– September 30, 2023

Cooperative Purchasing Program

Coordinated By

The
Florida Sheriffs Association
&
Florida Association of Counties

Protecting, Leading & Uniting...since 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519
p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org

Date: October 1, 2020

To: All Perspective Participants

From: Steve Casey, Executive Director
Craig Chown, CPP Manager

Re: Contract Number FSA20-EQU18.0 Heavy Equipment

We are pleased to announce that the Florida Sheriffs Association has successfully completed its 18th cooperative competitive bid for heavy trucks. This contract is in effect beginning October 1, 2020 through September 30, 2023.

This year's bid award included 404 specifications and makes and models for heavy trucks.

The competitive process for this award began in April 2020, when stakeholders were surveyed regarding procurement needs. Specifications were developed based on prior year activity and new additions were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement of the Invitation to Bid was placed within the FSA website and Florida Administrative Weekly on April 22, 2020. On June 2, 2020, a direct notification was sent to 511 prospective bidders to register for qualification to participate in the bid process for heavy trucks and heavy equipment. From this ITB, 206 bidders responded to the pre-bid meeting registration or request for qualified waiver for FSA approval. Of these respondents, 84 submitted bids and 79 qualified, responsive bidders were awarded after a review by the FSA and the FSA Fleet Advisory Committee.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract.

Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and other entities approved by the manufacturer to participate in this contract.

Out of state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules and regulations. All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

List of Awarded Vendors in Alphabetical Order for FSA20-VEH18.0 Heavy Equipment:

1. ACF Standby Systems, LLC
2. AG-PRO LLC
3. ALAMO GROUP (TX) INC
4. Aljon By C&C Manufacturing
5. Alta Construction Equip. Florida, LLC
6. Ameri-Recreational Sports, LLC
7. Applied Concepts, Inc.
8. ARI Phoenix, Inc.
9. ATMAX Equipment Co
10. Bandit Industries
11. BBA PUMPS
12. Beck Chrysler Dodge Jeep
13. Bush Hog, Inc
14. CDPW, Inc.
15. Certified Lift Installation & Maint. Corp
16. CLARK EQUIPMENT COMPANY
17. Club Car LLC
18. Container Systems & Equip. Co., Inc.
19. Cowin Equipment Company
20. Crimson Technology Products, LLC
21. DeLand Truck Center, Inc.
22. Dobbs Equipment, LLC
23. Doosan Infracore North America LLC
24. Embankscape Equipment LLC
25. Energreen America Inc
26. Environmental Products Group, Inc.
27. Envision Solar International Inc.
28. Everglades Equipment Group
29. Federal Contracts Corp
30. Florida Coast Equipment, Inc.
31. Futch`s Tractor Depot, inc
32. GapVax, Inc.
33. Genset Services, Inc.
34. Glade & Grove Supply Co LLC
35. Great Southern Equipment Co.
36. Green Thumb Palm Beach
37. Holland Pump Company
38. Humdinger Equipment, Ltd.
39. Jeffrey-Allen Inc.
40. JOBBERS EQUIPMENT WAREHOUSE INC
41. K&K Systems, Inc.

List of Awarded Vendors in Alphabetical Order for FSA20-VEH18.0 Heavy Equipment (Continued):

42. Kelly Tractor Co
43. L.J. POWER, Inc.
44. Linder Industrial Machinery
45. McKibben Motorsports LP, Inc
46. McKibben Powersports, Inc
47. Menzi USA Sales, INC.
48. Mersino Dewatering
49. Mid Florida Diesel, Inc
50. MTD Products Company
51. MWI Corporation
52. National Equipment Dealers, LLC
53. Pantropic Power
54. Pat`s Pump & Blower
55. Power & Pumps, Inc.
56. Rechtien International Trucks, Inc.
57. RhinoAg, Inc.
58. RIDGE EQUIPMENT CO., INC.
59. Ring Power Corporation
60. Sewer Equipment Co. of America
61. Southern Sewer Equipment Sales
62. Southern States ToyotaLift
63. STERTIL-KONI USA INC.
64. Striping Service and Supply, Inc.
65. Sun State International Trucks
66. Texas Trailers Sales and Service
67. Thompson Pump & Mfg Co Inc
68. Tom Evans Environmental, Inc.
69. Tradewinds Power Corp.
70. Trucks & Parts of Tampa, LLC
71. Vac-Con, Inc.
72. Vehicle Service Group, LLC.
73. VENTURE PRODUCTS INC.
74. Vermeer Southeast Sales
75. Vetted Security Solutions
76. Warren Equipment Inc
77. Weedoo Greenboat, Inc.
78. Xylem Dewatering Solutions, Inc.
79. Zabatt Power Systems

Ring Power CAT

Brooksville 352-796-4978	**Daytona Beach** 386-947-3363	**Gainesville** 352-371-9983	**St. Augustine** 904-737-7730	**Lake City** 386-755-3997
Lakeland 863-606-0512	**Ocala** 352-732-2800	**Orlando** 407-855-6195	**Palm Bay** 321-952-3001	**Perry** 850-584-2800
Pompano Beach 854-977-5010	**Sarasota** 941-753-7535	**Tallahassee** 850-562-2121	**Tampa** 813-671-3700	**Tarpon Springs** 727-938-1515

QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

Quote Prepared For:
City of Winter Springs

6/22/2022

(1) NEW CATERPILLAR CB2.7 GC DOUBLE DRUM COMPACTOR

CONTRACT DETAILS

Florida Sheriff's Association
Bid # FSA20-EQU18.0
Item # 343, 47" Small Double Drum Roller-5,400 Lbs., and Options
Contract Dates: October 1, 2021, Through September 30, 2022

CONTRACT PRICING

BASE	Caterpillar CB24B Per Sheriff's Contract Specifications	$57,682
562-0799	Upgrade to CB2.5 03A, Base Machine Only	($7,583)
	TOTAL OF BASE MACHINE	$50.099

NON-SPECIFIED OPTIONS

547-4537	CB2.7 GC 03A, BASE MACHINE LIST PRICE	$56,710
562-0799	CB2.5 03A, BASE MACHINE LIST PRICE	$53,770
	LIST PRICE DIFFERENCE	$2,940
547-4537	UPGRADE TO CB2.7 GC, BASE MACHINE ONLY	$2,940
544-8160	ENGINE, CAT C1.7T	NC
568-5154	LIGHTS, WORKING, LED	NC
573-5962	SEAT, WITH SAFETY SWITCH	$650
364-2278	SUPPORT, FIXED FOR SEAT	NC
542-6995	SEAT BELT, 3"	$164
574-6088	ROPS, FOLDABLE, LOCKABLE	$2,065
453-9461	TRAVEL CONTROL, CUP HOLDER	$69
577-1414	PRODUCT LINK, CELLULAR PL243	NC
503-1603	PLUG (NON-SINGLE LIFT)	NC
569-8105	PLUG (NO GUARDS, BUMPER)	NC
603-5914	DRUM SCRAPER, FIXED	NC
574-6039	OIL, HYD, STANDARD	NC
574-6030	INSTRUCTIONS, ANSI	NC
421-8926	SERIALIZED TECHNICAL MEDIA KIT	NC
565-3708	SWITCH, BATTERY, DISCONNECT	$131
	SUB TOTAL	$6,019

LESS 19% SHERIFF'S CONTRACT DISCOUNT	($1,144)
TOTAL OF NON-SPECIFIED OPTIONS	$4,875

SUB TOTAL	$54,974
LESS ONE TIME ADDITIONAL DISCOUNT	(1,701)
TOTAL TRANSACTION PRICE	$53,273

LEASE OPTIONS

RING POWER CORPORATION CAN ALSO PROVIDE FINANCING AND LEASE OPTIONS THROUGH RING INVESTMENTS. THE CURRENT GOVERNMENTAL RATE IS 4.25%. LEASE PRODUCTS WILL INCLUDE A NON-APPROPRIATION CLAUSE IN THE EVENT THAT THE AGENCY IS UNABLE TO APPROPRIATE FUNDS DURING THE LEASE.

Best regards,

Jeremy Roberts
Sales Representative
Ring Power Corporation

CONSENT AGENDA ITEM 303

CITY COMMISSION AGENDA | NOVEMBER 14, 2022 REGULAR MEETING

TITLE

Police Body Camera Bid Proposal.

SUMMARY

On August 8, 2022, the City issued RFP 08-22 MT requesting proposals to provide the police department with a contract for a commercially available body-worn camera solution. This included associated peripherals and accessories, storage solutions, training, and warranties during the contract term.

The RFP closed on September 8, 2022. Four responses were received, listed in alphabetical order:

Axon

Digital Ally

Motorola

Utility

On September 15, 2022, the selection committee met to score the proposals and open the sealed bids. The selection committee recommended that Axon provide a body-worn camera solution for the police department. On October 14, 2022, a Notice of Intent to award was sent to Axon with a City Commission approval date of "TBD"

However, at this time, the City Manager recommends that all responses to RFP 08-22 MT be rejected and a new RFP be issued. RFP 08-22 MT limited the proposers to submitting a proposal for a three year contract term with the City. It has become apparent that the City may benefit from reduced pricing and other benefits should it consider longer contract term durations. Accordingly, rejecting all responses for this RFP will allow the City to reissue a new RFP that provides more flexibility to negotiate contract terms that are more fiscally favorable to the City.

In the RFP, the City reserved the right to reject any or all proposals.

RECOMMENDATION

Staff recommends that the Commission authorize the City Manager to reject all proposals with the intent to revise the RFP and to rebid.

CONSENT AGENDA ITEM 304

CITY COMMISSION AGENDA | NOVEMBER 14, 2022 REGULAR MEETING

TITLE

Police Vehicle Purchase

SUMMARY

The Police Department requests to purchase twelve (12) new police fleet vehicles from Alan Jay Ford at the Sourcewell Contract # 2023 091521-NAF & 060920 NAF at the price of $40,144 & $40,247 per vehicle for a total purchase price of $482,350. The Finance Department conducted an evaluation of the Police Department's fleet. During the assessment, many factors were considered such as the current vehicle age, mileage, average annual mileage, purpose, fuel economy, service cost/history, residual value, etc. These new vehicles will replace twelve (12) current fleet vehicles per the replacement schedule created after conducting comprehensive research on vehicle viability and service life. Alan Jay Ford Fleet Sales is authorized to sell the units at the approved Sourcewell Contract price (Contract #2023 091521-NAF & 060920 NAF). Obtaining police vehicles has become problematic as they are in high demand with an extremely limited to no inventory. Alan Jay has the units pre-ordered that another agency canceled. Alan Jay anticipates a delivery date of February. The funding source for the purchase of these police vehicles came from a fund balance reserves during the FY 22/23 year.

RECOMMENDATION

Staff recommends the City Commission approve the purchase of twelve (12) police vehicles using vendors Alan Jay Ford Fleet Sales under Sourcewell (formerly NJPA) contract #2023 091521-NAF & 060920 NAF for a total cost not to exceed $482,350.

ALAN JAY FLEET SALES

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Sourcewell Formerly NJPA
Awarded Contract

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM		Quote 41986-1
Corporate Office	2003 U.S. 27 South	MOBILE 863-991-4693	Mailing Address	P.O. BOX 9200	
	Sebring, FL 33870	FAX 863-402-4221		Sebring, FL 33871-9200	

ORIGINAL QUOTE DATE
10/26/2022

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/26/2022

REQUESTING AGENCY **WINTER SPRINGS POLICE DEPARTMENT**
CONTACT PERSON KEVIN PRESLEY EMAIL kpresley@winterspringsfl.org
PHONE 407-327-7954 MOBILE FAX 407-327-6652

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2023 091521-NAF & 060920-NAF **www.NationalAutoFleetGroup.com**

MODEL CC10706 1FL 9C1 MSRP **$46,250.00**

2023 CHEVY TAHOE POLICE 2WD

CUSTOMER ID BASE VEHICLE PRICE **$39,170.00**

BED LENGTH SUV

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
GAZ H1T	Summit White with Jet Black, Premium cloth Seats, front bucket	$0.00
L84 MHU	Engine: 5.3L EcoTec3 V8, Transmission: Transmission, 10-speed automatic	$0.00
5T5	CLOTH FRONT SEATS WITH VINYL REAR SEATS	$0.00
5Y1	Front center seat (20% seat) delete power driver and passenger bucket seats in base cloth trim. Derived from RPO (AZ3) 40/20/40 split-bench seat with the 20% section removed, which also removes the auxiliary power outlet, USB port and input jack for audio system. Does not include a floor console. All exposed floor area will remain untrimmed. (Requires (BG9) Black rubberized vinyl floor covering. Not available with (A50) front bucket seats or (B30) color-keyed carpeting floor covering.)	$0.00
6C7	LIGHTING, RED AND WHITE FRONT AUXILIARY DOME. Located on headliner between front row seats. (Red is LED, White is Incandescent) (Requires 5W4)	$165.00
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire.	$0.00
AMF	REMOTE KEYLESS ENTRY PACKAGE includes 4 additional transmitters NOTE: programming of remotes is at customer's expense. Programming remotes is not a warranty expense (Requires (9C1) Police Vehicle.)	$125.00
PQA	1FL Safety Package includes: (UEU) Forward Collision Alert, (UHX) Lane Keep Assist with Lane Departure Warning, (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking and (UE4) Following Distance Indicator(Requires (9C1) Police Vehicle.Not available with (DRZ) Rear Camera Mirror.)	$390.00
V76	Recovery hooks, 2 front, frame-mounted, Black	$49.00
PI	Protected Idle Feature allows the vehicle to remain idling but will not allow the transmission to be shifted from Park without a valid key fob (STD).	$0.00
VK3	FRONT LICENSE PLATE BRACKET FACTORY ORDERED	$0.00
	FACTORY OPTIONS	**$729.00**

CONTRACT OPTIONS	DESCRIPTION	
NEW-TAG	New CITY tag Includes temp tag & two way overnight shipping for signature.	$245.00
	CONTRACT OPTIONS	**$245.00**

ALAN JAY FLEET SALES

Sourcewell Formerly NJPA
Awarded Contract

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2023 091521-NAF & 060920-NAF www.NationalAutoFleetGroup.com

	VEHICLE TOTAL	**$39,899.00**
	MSRP DISCOUNT	**18.2%**
	ACCESSORY TOTAL	**$245.00**
TRADE IN	**CUSTOMER PRICE**	**$40,144.00**
	YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~	$0.00
	TOTAL COST LESS TRADE IN(S) QTY 6	**$240,864.00**

Estimated Annual payments for 60 months paid in advance: $8,990.60 Extended: $53,943.63
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **SCOTT WILSON** **FLEET SALES MANAGER** scott.wilson@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

ALAN JAY FLEET SALES

Sourcewell Formerly NJPA — Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote 41984-1

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM		
Corporate Office	2003 U.S. 27 South	MOBILE 863-991-4693	Mailing Address	P.O. BOX 9200	
	Sebring, FL 33870	FAX 863-402-4221		Sebring, FL 33871-9200	

ORIGINAL QUOTE DATE 10/26/2022

QUICK QUOTE SHEET

REVISED QUOTE DATE 10/26/2022

REQUESTING AGENCY **WINTER SPRINGS POLICE DEPARTMENT**
CONTACT PERSON KEVIN PRESLEY EMAIL kpresley@winterspringsfl.org
PHONE 407-327-7954 MOBILE FAX 407-327-6652

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2023 091521-NAF & 060920-NAF www.NationalAutoFleetGroup.com

MODEL CC10706 1FL 9C1 — MSRP $46,250.00
2023 CHEVY TAHOE POLICE 2WD

CUSTOMER ID — BASE VEHICLE PRICE $39,170.00

BED LENGTH: SUV

** *All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
GAZ H1T	Summit White with Jet Black, Premium cloth Seats, front bucket	$0.00
L84 MHU	Engine: 5.3L EcoTec3 V8, Transmission: Transmission, 10-speed automatic	$0.00
5Y1 5T5	Seats, front cloth and second row vinyl with front center seat (20% seat) delete power driver and passenger bucket seats in base cloth trim. Derived from RPO (AZ3) 40/20/40 split-bench seat with the 20% section removed, which also removes the auxiliary power outlet, USB port and input jack for audio system. Does not include a floor console. All exposed floor area will remain untrimmed. (Requires (BG9) Black rubberized vinyl floor covering. Not available with (A50) front bucket seats or (B30) color-keyed carpeting floor covering.)	$0.00
AMF	Remote Keyless Entry Package includes 4 additional transmitters, NOTE: programming of remotes is at customer's expense. Programming remotes is not a warranty expense (Requires (9C1) Police Vehicle.) (0.5 Hours Program Time)	$122.00
6C7	Lighting, red and white front auxiliary dome Red and white auxiliary dome lamp is located on headliner between front row seats (red is LED, white is incandescent). The auxiliary lamp is wired independently from standard dome lamp (Requires (9C1) Police Vehicle.)	$165.00
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire.	$0.00
7X3	Spotlamp, left-hand Not available with SEO (7X2) left and right-hand spotlamps. Requires (9C1) Police Vehicle.)	$790.00
NO R9Y	RETAIN FLEET FREE MAINTENANCE CREDIT.	$0.00
5J0	Calibration, Front (only) Park Assist Disable. To facilitate the installation of push bumpers.(Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	$0.00
VK3	FRONT LICENSE PLATE BRACKET FACTORY ORDERED	$0.00
	FACTORY OPTIONS	$1,077.00

CONTRACT OPTIONS	DESCRIPTION	
TEMP-TAG	Temporary tag	$0.00
EWD	EXTENDED WARRANTY DECLINED	$0.00
	CONTRACT OPTIONS	$0.00
	VEHICLE TOTAL	$40,247.00
	MSRP DISCOUNT	18.1%
	ACCESSORY TOTAL	$0.00
TRADE IN	CUSTOMER PRICE	$40,247.00
	YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~	$0.00
	TOTAL COST LESS TRADE IN(S) QTY 3	$120,741.00

Estimated Annual payments for 60 months paid in advance: $9,013.67 Extended: $27,041.02
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments: **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

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Quote 41985-1

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AMF	Remote Keyless Entry Package includes 4 additional transmitters, NOTE: programming of remotes is at customer's expense. Programming remotes is not a warranty expense (Requires (9C1) Police Vehicle.) (0.5 Hours Program Time)	$122.00
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NO R9Y	RETAIN FLEET FREE MAINTENANCE CREDIT.	$0.00
VK3	FRONT LICENSE PLATE BRACKET FACTORY ORDERED	$0.00
	FACTORY OPTIONS	$1,077.00

CONTRACT OPTIONS	DESCRIPTION	
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EWD	EXTENDED WARRANTY DECLINED	$0.00
	CONTRACT OPTIONS	$0.00
	VEHICLE TOTAL	$40,247.00
	MSRP DISCOUNT	18.1%
	ACCESSORY TOTAL	$0.00
TRADE IN	CUSTOMER PRICE	$40,247.00
	YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~	$0.00
	TOTAL COST LESS TRADE IN(S) QTY 3	$120,741.00

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CONSENT AGENDA ITEM 305

CITY COMMISSION AGENDA | NOVEMBER 14, 2022 REGULAR MEETING

TITLE

Resolution No. 2022-34 Ratifying the Declaration of Local Emergency related to Ongoing Hurricane Ian Recovery

SUMMARY

Mayor McCann signed a Declaration of Local Emergency on November 8, 2022 pursuant to Section 4.05, City Charter and Section 2-255, City Code. The declaration of emergency became effective immediately upon execution and remains in effect for seven (7) days or until terminated by the signatory or City Commission in writing.

This declaration of a state of emergency activated under Chapter 2, Article VII, City Code must come before the City Commission to be confirmed within five (5) working days of such declaration or at the next regularly scheduled meeting of the City Commission, whichever occurs first.

RECOMMENDATION

Staff recommends the City Commission consider and approve Resolution 2022-34

BY ORDER OF THE MAYOR OF THE CITY OF WINTER SPRINGS
DECLARATION OF LOCAL EMERGENCY
HURRICANE IAN RECOVERY

WHEREAS, Hurricane Ian has caused extensive damage within the geographic area of the City of Winter Springs, including extensive damage to bridges and other critical City infrastructure, which poses an immediate threat to the public health, safety, and welfare of the residents of Winter Springs;

WHEREAS, on September 22, 2022, Governor Ron DeSantis issued Executive Order 22-218 declaring a state of emergency for several counties within the State of Florida in response to Hurricane Ian, and said Executive Order was expanded on September 24, 2022, for the entire state of Florida via Executive Order 22-219. The Governor's state of emergency remains in effect for Seminole County, Florida, and shall remain in effect until November 22, 2022, unless further extended; and

WHEREAS, Chapter 252.38(3)(a), Florida Statutes, provides authority for a political subdivision such as the City of Winter Springs to declare a state of local emergency to exercise certain powers and authority to safeguard lives and property of its citizens; and

WHEREAS, the City of Winter Springs is still in the midst of recovering from the damage caused by Hurricane Ian and will need to engage in emergency procurement of construction services to repair roads and bridges within the City; and

WHEREAS, pursuant to Section 2-255 of the City Code of the City of Winter Springs, Florida, the Mayor shall have the right to declare a local civil emergency provided the declaration is in writing in the event the City Commission cannot be convened at a meeting in a timely manner to address the local civil emergency.

NOW, THEREFORE, BE IT DECLARED PURSUANT TO POWER VESTED IN ME, AS MAYOR OF THE CITY OF WINTER SPRINGS, FLORIDA, UNDER SECTION 4.05 OF THE CITY CHARTER AND SECTION 2-255 OF THE CITY CODE, that the damage caused by Hurricane Ian continues to pose a serious threat to the lives and safety of the residents of the City of Winter Springs and that a state of local emergency is declared effective upon execution of this Declaration by the undersigned Mayor for all the territory within the legal boundaries of the City of Winter Springs.

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by this reference and are deemed a material part of this resolution.

Section 2. Declaration. As Mayor acting pursuant to Section 4.05 of the City Charter and Section 2-255 of the City Code, I hereby authorize the City to exercise its authority and powers pursuant to Florida Statutes section 252.38(3)(a) and Chapter 2, Article VII, of the City Code, and under the direction of the City Manager (or acting City Manager in the absence of the City

Manager) and police chief to the extent necessary to protect the public health, safety, and welfare and the best interests of the City of Winter Springs, which include the powers to take whatever steps are necessary pursuant to the authority granted under Chapter 2, Article VII, of the City Code and Section 252.38(3)(a), Florida Statutes, to protect the public health, safety, and welfare including, but not limited to:

1. To implement the City's emergency management plan to the extent deemed necessary to protect the public health, safety and welfare within the City.

2. To appropriate and expend funds; make contracts; obtain and distribute equipment, materials, and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to the victims of any emergency; and direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies.

3. To assign and make available for duty the offices and agencies of the City, including the employees, property, or equipment thereof relating to firefighting, engineering, rescue, health, medical and related services, police, transportation, construction, and similar items or services for emergency operation purposes, as the primary emergency management forces of the City for employment within or outside the political limits of the City.

4. To request assistance from the State or Seminole County or assistance from other municipalities or invoke emergency-related mutual-aid assistance by declaring a state of local emergency in the event of an emergency affecting the City of Winter Springs. The duration of each state of emergency declared locally is limited to 7 days; it may be extended, as necessary, in 7-day increments.

5. To waive the procedures and formalities otherwise required of the City pertaining to:

a. Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community.
b. Entering into contracts.
c. Incurring obligations.
d. Employment of permanent and temporary workers.
e. Utilization of volunteer workers.
f. Rental of equipment.
g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.
h. Appropriation and expenditure of public funds.

6. The City shall have the power and authority to enforce all executive emergency orders promulgated by the federal, state and Seminole County Government (including the Seminole County Sheriff) related to Hurricane Ian within the jurisdictional limits of the City of Winter Springs, Florida.

Section 3. **Duty of Officials and Employees.** All public officials and employees of the City of Winter Springs are hereby directed to exercise the utmost diligence in the discharge of the duties required of them for the duration of the emergency and in the execution of emergency laws, regulations, and directives, state and local.

Section 4. **Duty of Citizens.** All citizens are called upon and directed to comply with the necessary emergency measures, to cooperate with public officials and civil emergency disaster service forces in executing the emergency operational plans, and to obey and comply with the lawful directions of properly identified public officers.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word, or portion of this declaration is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.

Section 6. **Effective Date.** This declaration shall become effective immediately upon the execution of this declaration by the undersigned and shall remain in effect for seven (7) days or until terminated by the undersigned or the City Commission in writing.

Section 7. **Notice to the City Commission.** The City Clerk or City Manager is hereby directed to provide a copy of this declaration to all members of the City Commission, City Manager, City Attorney, City Department Directors, and other appropriate government officials. This declaration of a state of emergency and all emergency regulations and actions activated under the provisions of Chapter 2, Article VII, City Code shall be confirmed by the City Commission by resolution within five (5) working days of such declaration or at the next regularly scheduled meeting of the City Commission, whichever occurs first, unless the nature of the emergency renders a meeting of the City Commission extremely impractical.

Section 8. **Notice to the Public.** Pursuant to Section 2-255(f) of the City Code, the City Manager is hereby directed to post a written notice of this Declaration upon the main bulletin board in the city hall, and shall notify by telephone not less than two (2) newspapers of general circulation within the city, at least three (3) television stations and at least three (3) radio stations broadcasting in Seminole County. When practicable, the City Manager shall also cause the written notice to be published, in its entirety, at least one (1) day each week in a newspaper of general circulation in the city until the state of emergency is declared to be terminated.

DECLARED by the Mayor of the City of Winter Springs, Florida, this 8th day of November, 2022.

Kevin McCann, Mayor

ATTEST:

Christian Gowan, City Clerk

Approved as to legal form and sufficiency for the City of Winter Springs only:

Anthony Garganese, City Attorney

RESOLUTION NO. 2022-34

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA, CONFIRMING AND EXTENDING THE DECLARATION OF LOCAL CIVIL EMERGENCY APPROVED BY THE MAYOR ON NOVEMBER 8, 2022, DUE TO ONGOING RECOVERY EFFORTS AS A RESULT OF HURRICANE IAN; PROVIDING FOR THE FUTURE TERMINATION OF THE LOCAL CIVIL EMERGENCY BY THE CITY COMMISSION AT A LATER DATE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, on September 27, 2022, the City Commission of the City of Winter Springs enacted Resolution No. 2022-26, declaring a State of Civil Emergency for the City of Winter Springs due to the effects of Hurricane Ian, pursuant to Sections 4.05 and 4.06 of the City Charter and Section 2-255 of the City Code. Resolution No. 2022-26 provides that a State of Local Emergency may declared by the City and that each State of Local Emergency shall last for 7-days, subject to renewal; and

WHEREAS, pursuant to Section 4.05 of the City Charter and Section 2-255 of the City Code, Mayor Kevin McCann, in consultation with City Staff, issued a Declaration of Local Emergency due to the lingering effects of Hurricane Ian on November 8, 2022; and

WHEREAS, the City Commission hereby finds that the City remains in a state of emergency due to the fact that, in conjunction with other local, state, and federal agencies, the City is still in the process of implementing the City's emergency management plan and recovering from the aftermath of Hurricane Ian; and

WHEREAS, on September 22, 2022, Governor Ron DeSantis issued Executive Order 2-218 declaring a state of emergency for several counties within the State of Florida in response to Hurricane Ian, and said Executive Order was expanded on September 24, 2022, for the entire state of Florida via Executive Order 22-219. The Governor's state of emergency remains in effect for Seminole County, Florida, and shall remain in effect until November 22, 2022, unless further extended; and

WHEREAS, Section 252.38(3), Florida Statutes, provides authority for political subdivisions such as the City of Winter Springs to declare a state of local emergency and to exercise certain powers and authority to safeguard the lives and property of its citizens; and

WHEREAS, pursuant to Section 2-255 of the City Code, the City Commission finds that it is necessary to confirm and extend the State of Local Emergency approved by the Mayor; and

WHEREAS, the State of Local Emergency is required to quickly and effectively repair the City's bridges and other critical infrastructure which was damaged by Hurricane Ian; and

WHEREAS, the City Commission of the City of Winter Springs, Florida, hereby finds this Resolution to be in the best interest of the public health, safety, and welfare of the citizens of Winter Springs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF WINTER SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The following recitals are true and correct and hereby fully incorporated herein by this reference as part of this Resolution.

Section 2. Confirming and Extending Declaration of Local Civil Emergency; Emergency Powers. Pursuant to Section 2-255 of the City Code, the City Commission hereby confirms and extends a State of Local Civil Emergency approved by the Mayor on November 8, 2022, due to the lingering effects of Hurricane Ian. An executed copy of the Declaration of Local Emergency is attached to this Resolution and fully approved by the City Commission and incorporated herein by this reference.

Hurricane Ian resulted in an enormous amount of property destruction, including damage to crucial portions of the City's infrastructure. This damage continues to cause an increased strain on the City's resources and continues to cause adverse effects to the citizens of Winter Springs. Therefore, upon execution of this Resolution, a State of Local Emergency is continued and extended for all the territory within the legal boundaries of the City of Winter Springs for a period of an additional 7 days, subject to renewal for additional 7-day periods, until such time as emergency conditions are no longer present in the City.

Section 3. Notice to the Public. Pursuant to Section 2-255(f) of the City Code, when practicable, the City Manager shall continue to cause the written notice of this Resolution to be published, in its entirety, at least one (1) day each week in a newspaper of general circulation in the city until the state of emergency is declared to be terminated.

Section 4. Termination of Declaration of Civil Emergency. The Declaration of Local Emergency shall remain in effect within the jurisdictional limits of the City of Winter Springs until terminated by the City Commission by Resolution or for a duration of seven (7) days until November 15, 2022, whichever is earlier.

Section 5. Repeal of Prior Inconsistent Resolutions. All prior inconsistent resolutions adopted by the City Commission, or parts of resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this resolution is for any reason held invalid or unconstitutional by any court of

competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this resolution.

Section 7. **Effective Date.** This Resolution shall take effect on November 14, 2022 following adoption by the City Commission.

RESOLVED by the City Commission of the City of Winter Springs, in a regular meeting assembled on the 14th day of November, 2022.

_____

KEVIN McCANN, Mayor

ATTEST:

_____

CHRISTIAN GOWAN, City Clerk

Approved as to legal form and sufficiency for the City of Winter Springs only:

_____

ANTHONY A. GARGANESE, City Attorney

CONSENT AGENDA ITEM 306

CITY COMMISSION AGENDA | NOVEMBER 14, 2022 REGULAR MEETING

TITLE

Approval of the Minutes from the Monday, October 24, 2022 City Commission Regular Meeting

SUMMARY

RECOMMENDATION

Staff recommends City Commission to approve the Minutes as presented.

CITY COMMISSION
REGULAR MEETING MINUTES

UNAPPROVED

MONDAY, OCTOBER 24, 2022 AT 6:30 PM

CITY HALL - COMMISSION CHAMBERS
1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA

CALL TO ORDER

Mayor Kevin McCann called the Regular Meeting of Monday, October 24, 2022 of the City Commission to order at 6:32 p.m. in the Commission Chambers of the Municipal Building (City Hall, 1126 East State Road 434, Winter Springs, Florida 32708).

Roll Call:
Mayor Kevin McCann, present
Deputy Mayor Kevin Cannon, present
Commissioner Matt Benton, present
Commissioner Ted Johnson, present
Commissioner TiAnna Hale, present
Commissioner Rob Elliott, present via telephone
City Manager Shawn Boyle, present
City Attorney Anthony A. Garganese, present
City Clerk Christian Gowan, present

Mr. Pete Alwinson led the invocation followed by the Pledge of Allegiance.

Mayor McCann asked if there were any changes to the agenda. Commissioner Elliott asked to be allowed to make a statement after Awards and Presentations. This was added as Item 102. No other changes were made and the agenda was adopted.

AWARDS AND PRESENTATIONS

100) Presentation of Resolution to Officer Dave Raney recognizing his retirement from the Police Department.

Chief Matt Tracht, Winter Springs Police Department recognized Officer David Raney, reviewed his career and accomplishments, and congratulated him on his retirement.

Mayor McCann read Resolution 2022-28 recognizing Officer Raney, presented the resolution to him, thanked him for his service and congratulated him on his retirement from the Winter Springs Police Department.

Officer Raney thanked those in attendance for their support, recognized his family, and reflected on his views of the profession and his time with the Winter Springs Police Department.

101) Hurricane Ian Debris Removal Update

Mr. Scott Borror, Director, Finance Department introduced the item and showed a presentation summarizing debris removal, noted the City had picked up roughly 23,000 cubic yards of debris, and reviewed the current status. Mr. Borror also

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acknowledged the efforts of Waste Pro and further noted that Public Works Staff would continue pickup through Friday, October 28, 2022 and residents should contact City Hall at (407) 327-1800 if pickup was needed.

The Commission commented on the speed of the pickup efforts and thanked Staff and contractors for their diligence throughout the process.

Manager Boyle noted the City planned on recognizing Staff that had been working continuously since the storm

102) ADD-ON: COMMISSIONER ELLIOTT REQUESTED DISCUSSION

Commissioner Elliott commented on a video that he had seen with a former wastewater employee where serious accusations had been made, noted concerns about people withholding information, noted he would be seeking an independent auditor to look into the accusations made in the video to determine if there is any validity and raised the possibility of issuing subpoenas to the former employee, Jesse Phillips, Ken Greenberg, and other individuals and contractors.

Manager Boyle noted that some of the discussed actions were already underway and that an auditor had been hired and commissioned to do an independent study.

Attorney Garganese commented on the subpoena powers of the Commission, noted he didn't think the City was in a position to issue anything this evening and noted it could be scheduled at a later meeting. Manager Boyle then reiterated that an auditor had been retained and encouraged the Commission to let those findings be reported and use them to determine if any investigation was needed.

Discussion followed with the Commission in agreement that any ongoing investigations be allowed to run their course and to determine if there is need for further action at that time.

INFORMATIONAL AGENDA

200) Notice of General Election - Tuesday, November 8, 2022

No discussion.

PUBLIC INPUT

Mayor McCann opened Public Input.

Ms. Barbara Collinsworth, 115 Holiday Lane, Winter Springs noted debris, the historic nature of the storm, drain maintenance, and necessary improvements to make her home livable.

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Ms. Anne Moran, 1189 Irwin Court, Winter Springs noted concerns about drainage and shared comments about Gee Creek, a 2017 study, and subsidence she had witnessed.

Ms. Cathy Navarra, 117 Holiday Lane, Winter Springs spoke about drainage concerns, the FEMA process, and needing help.

Ms. Mary Dodd, 112 Holiday Lane, Winter Springs spoke about a previous study related to Gee Creek, a subsequent grant, and a lack of communication from the City.

Mr. Marc Jones, Dunmar Estates, Winter Springs – representing Dunmar Estates - noted storm damage, a road washout, shared photographs, and discussed necessary road repairs and permit requirements. Mr. Jones asked for a meeting with Staff to provide information and determine next steps.

Manager Boyle noted meeting previously with the President of Dunmar Estates HOA, comments on a process that needed to be followed, and potential impacts on neighboring communities. Manager Boyle noted he was willing to sit down with representatives and discuss further.

Brief discussion followed on fire and EMS access and Mr. Jones noted there was sufficient access.

Mr. George Acha, 587 Dunmar Circle, Winter Springs noted meeting with the Manager and Mr. Hursh, spoke about other water concerns.

Mr. David Florman, 170 East Bahama Road, Winter Springs shared concerns about a variety of levels of government.

Ms. Joanne Plum, 119 Holiday Lane, Winter Springs spoke about drainage concerns and issues with Gee Creek.

Ms. Donna Kittell, 508 Osprey Lane, Winter Springs thanked the City for listening to concerns and assisting her neighborhood.

Ms. Deanna Rebello, 107 Holiday Lane, Winter Springs asked what the City would do to help her and her neighbors restore their homes, spoke about issues with Gee Creek, and thought nothing had been done to address issues since 2017.

Ms. Donna McCarthy, 205 Bitterwood Street, Winter Springs spoke about the financial impacts.

Mr. David McCleod, 645 Dunmar Circle, Winter Springs shared his experience over the years living in his community, noted a number of water improvements over the

UNAPPROVED

years, flooding, and an emergency request to be allowed to repair their private road without a large financial burden related to permitting.

Mr. Howard Parsons, 1049 Chokecherry Court, Winter Springs spoke about flooding on Chokecherry Court, attachments related to the SRF loan, and the possibility of un-incorporating from the City.

Mr. Art Gallo, 199 Nandina Terrace, Winter Springs spoke in reference to Item 303 and the communications between Parkstone HOA and the City of Winter Springs included in the minutes. Mr. Gallo requested a final communication with Parkstone and asked that any failure to reply be reported to the State and St. Johns River Water Management District (SJRWMD).

Mr. Rubon Trevino, 731 Sailfish Road, Winter Springs spoke about flooding and witnessing issues with Gee Creek.

Mayor McCann closed Public Input.

Brief discussion about comments at a previous meeting regarding filling in a pond, the difficulty to reconstruct due to the lapsed time, and the potential impacts of surrounding development and the importance of looking at upstream impacts.

Manager Boyle showed a presentation and detailed work done by the City to clear occlusions in the creeks, stabilize creek banks, and highlighted the work of City Staff. Continuing, Manager Boyle noted that with a 500-year flood there was nothing the City could do to guarantee that flooding would not occur again. Manager Boyle also noted planned improvements related to roads and pipe redesign.

"MOTION TO EXTEND THE MEETING THROUGH SECOND PUBLIC INPUT." MOTION BY COMMISSIONER HALE. SECONDED BY DEPUTY MAYOR CANNON. DISCUSSION.

MOTION PASSED WITH UNANIMOUS CONSENT.

Discussion followed on the historic nature of the storm and flooding, previous discussions with SJRWMD, actions taken to reevaluate stormwater design requirements, the need for collaboration with nearby cities, and necessary federal assistance.

Further discussion followed on creek maintenance, the more frequent occurrence of high rain and flood events, the need to analyze upstream impacts, the need to work with state agencies such as the Florida Department of Transportation (FDOT), and the issue of water volume. The Commission thanked residents that came to speak and reiterated that they cared and would work to make improvements.

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CONSENT AGENDA

300) State Road 434 Reclaimed Expansion Project

No discussion.

301) Lift Station 7W Improvements

No discussion.

302) Approval of the Minutes from the Monday, August 22, 2022 City Commission Regular Meeting

No discussion.

303) Approval of the Minutes from the Monday, September 26, 2022 City Commission Regular Meeting

No discussion.

304) Approval of the Minutes from the Monday, October 10, 2022 City Commission Regular Meeting

Deputy Mayor Cannon noted a typographical error under Item 500 that stated "MOTION TO APPROVE…" rather than "MOTION THAT…"

"MOTION TO APPROVE CONSENT AGENDA WITH NOTED CHANGE." MOTION BY DEPUTY MAYOR CANNON. SECONDED BY COMMISSIONER JOHNSON. DISCUSSION.

VOTE: BENTON (AYE); CANNON (AYE); JOHNSON (AYE); HALE (AYE); ELLIOTT (AYE)
MOTION CARRIED 5-0.

PUBLIC HEARINGS AGENDA

400) First Reading of Ordinance No. 2022-06: 310 Wagner Point Voluntary Annexation of real property owned by the City of Winter Springs

"MOTION TO READ BY TITLE ONLY." MOTION BY COMMISSIONER JOHNSON. SECONDED BY COMMISSIONER HALE. DISCUSSION.

MOTION PASSED WITH UNANIMOUS CONSENT.

Attorney Garganese read Ordinance 2022-06 by title and briefly reviewed the item.

Mr. Matthew Linder, Associate City Planner, Community Development Department reviewed the location of the parcel and noted he was available for questions.

UNAPPROVED

Attorney Garganese noted annexation was the first step followed by zoning and future land use.

Mayor McCann opened the Public Hearing for Item 400.

No one addressed the Commission.

Mayor McCann closed the Public Hearing for Item 400.

"MOTION TO APPROVE ORDINANCE 2022-06." MOTION BY DEPUTY MAYOR CANNON. SECONDED BY COMMISSIONER HALE. DISCUSSION.

VOTE: CANNON (AYE); JOHNSON (AYE); HALE (AYE); ELLIOTT (AYE); BENTON (AYE) MOTION CARRIED 5-0.

REGULAR AGENDA

500) State Revolving Fund (SRF) Loan Application for East & West Waste Water Facility replacement engineering.

Mr. Borror introduced the item, reviewed previous actions of the Commission, and noted the City had been approved for inclusion on the clean water priority list. In response to a question about related exhibits, Mr. Borror noted that most were documents approved at previous meetings, including resolutions, noted the Clerk had a physical copy of the available attachments and noted that the other outstanding attachments were the resolution before them and an attorney opinion letter that had not yet been issued.

Discussion followed on the potential need for a rate increase related to the loan. Manager Boyle noted that he did not think a rate increase would be necessary for the $5.4 million loan and summarized resources available including ARPA funds, SRF, and fund balance with substantial reserves that could be used to fund needed improvements. Manager Boyle noted that rate studies were underway and the findings would ultimately determine the need for any adjustments.

Further discussion on consent orders and their impact on the City's eligibility for state loans.

Mr. Scott Richards, 200 East Robinson Street, Orlando, commented that the consent orders put the City at the top of the list for this funding.

Further discussion about high quality consultants and Staff, and the impact on taxpayers if the City were not able to get SRF funding.

UNAPPROVED

Manager Boyle commented that non-subsidized loan rates could result in a potential 20-25% increases to taxpayers and noted instead, with this funding, a rate increase would be single digit, if it is even necessary.

Discussion followed on TTHMs, misinformation, and the Consumptive Use Permit (CUP).

Mr. Richards reviewed information presented previously to the Commission and noted that when a City cannot stay within the limits of their CUP they have to identify and utilize alternative water sources, such as surface water, deeper wells, or direct potable reuse. In response to further questions from the Commission, Mr. Richards noted that he was not aware of a time when the state or SJRWMD had pulled a municipality's CUP.

Mr. Borror reviewed the tentative schedule, noted engineering work was scheduled to be completed in September 2023, certification would be in October 2023, and permits would be sought in November 2023.

"MOTION TO APPROVE RESOLUTION 2022-31 STATE REVOLVING FUND (SRF) LOAN AUTHORIZATION." MOTION BY COMMISSIONER JOHNSON. SECONDED BY DEPUTY MAYOR CANNON. DISCUSSION.

VOTE: JOHNSON (AYE); HALE (AYE); ELLIOTT (AYE); BENTON (AYE); CANNON (AYE)
MOTION CARRIED 5-0.

501) New Business

Deputy Mayor Cannon asked about the need for a resolution to be adopted related to portable on-demand storage units (PODs) and roll-off dumpsters and the length of time they are allowed to be on properties.

Discussion followed on recovery time from the storm, a resolution related to RVs passed at a previous meeting, and allowing for a six month suspension of Section 6-87 of the City Code and related permit fees.

Attorney Garganese noted that if the Commission wanted to approve a resolution currently, he could draft it for signature, and the Mayor could sign upon completion.

Mayor opened Public Input for this Item.

No one addressed the Commission.

Mayor Closed Public Input for this Item.

UNAPPROVED

"MOTION THAT WE ADOPT A RESOLUTION GRANTING LENIENCY FROM SECTION 6-87(B) AND THE TIME CONSTRAINTS FOR PODS FOR A PERIOD NOT TO EXCEED SIX (6) MONTHS. HOMES AFFECTED BY HURRICANE IAN WILL BE ABLE TO ALLOW PODS AND SIMILAR ROLL-OFF CONTAINERS/DUMPSTERS FOR STORAGE ON THE PROPERTY FOR A PERIOD NOT TO EXCEED SIX (6) MONTHS AND THE PERMIT REQUIRED WILL BE FREE OF CHARGE." MOTION BY DEPUTY MAYOR CANNON. SECONDED BY COMMISSIONER HALE. DISCUSSION.

VOTE: BENTON (AYE); CANNON (AYE); JOHNSON (AYE); HALE (AYE); ELLIOTT (AYE) MOTION CARRIED 5-0.

Commissioner Elliott spoke about campaign signs in the right-of-way, the associated burden on the police department, and encouraged everyone to comply with the rules.

Discussion followed on potential fines and other processes to prevent repeat offenders.

Attorney Garganese noted temporary signs in the right-of-way were prohibited and further noted that repeat offenders could be cited for a code violation and potentially brought before the Code Enforcement Board.

Brief discussion followed and the Commission agreed that they could potentially discuss the issue further after the election.

Deputy Mayor Cannon shared concerns about curb drain subsidence throughout the City and any plans to identify and address these issues.

Manager Boyle noted that this was underway and was a requirement under the City's MS4 permit and noted additional requirements to report annually on debris removal from inlets. Manager Boyle explained through this process the City would touch every inlet and restore these as necessary.

Further discussion followed on road base failure in the City, fiscal considerations for required repairs, and sources of funding that were available.

Manager Boyle noted the City would be accelerating the budget as needed to address issues and commented on pavement seasons that needed to be taken into consideration to ensure the best conditions.

REPORTS

600) City Manager Shawn Boyle

- Wished his wife a Happy Birthday!

UNAPPROVED

601) City Attorney Anthony A. Garganese

- No report

602) City Clerk Christian Gowan

- No report

603) Mayor Kevin McCann

- Noted his attendance at the Running for Heroes Gala, Lotus Center grand opening, and Festival of the Arts;
- Noted upcoming events including the Tuscawilla Homeowners Association Halloween Party, basketball court ground-breaking at Torcaso Park, pickleball ground-breaking, Hometown Harvest, Sanford Air Show, and the Election.

604) Seat One Commissioner Matt Benton

- Reviewed the mission of Running for Heroes and noted he was proud to have the organization in Winter Springs

605) Seat Two Commissioner/Deputy Mayor Kevin Cannon

- Noted his attendance at the Running for Heroes Gala and commented that he thought Zechariah Cartledge was the City's best ambassador;
- Informed Staff about several areas where residents had landscaping concerns, including in Oak Forest and on Edgemon, and also noted witnessing several spots where sand and debris were near or in culverts.

606) Seat Three Commissioner Ted Johnson

- Noted that he had previously mentioned an individual to be considered as Hometown Hero and asked that the Commission consider this nomination.
    - After brief discussion, the Commission agreed that Mr. Al Haslam and his service dog Bailey would be the 2022 Hometown Hero.

607) Seat Four Commissioner TiAnna Hale

- Noted her attendance at the Senior Center Craft Show, Running for Heroes Gala, and Festival of the Arts;
- Noted Hometown Harvest was coming up on October 29th at Central Winds Park;
- Noted it had been an honor to serve the City.

608) Seat Five Commissioner Rob Elliott

UNAPPROVED

- Warned residents to be aware of unlicensed contractors and noted he had submitted a list to Chief Tracht;
- Noted his attendance at the Festival of the Arts, Running for Heroes Gala, Lotus Center grand opening, and his continued participation in Leadership Seminole;
- Noted Hometown Harvest was upcoming at Central Winds Park, he was looking forward to pickleball, and commented on the possibility of bringing a CrossFit competition to Central Winds in the spring.

PUBLIC INPUT

Mayor McCann opened Public Input.

Mr. Art Gallo, 199 Nandina Terrace, Winter Springs asked about FEMA representatives being able to visit homes and noted he wanted his neighborhood to be on the list for FEMA public assistance due to concerns about Howell Creek undercutting the bank and being in need of stabilization.

Mr. Talbert Jackson, 244 Holiday Lane, Winter Springs spoke about erosion and sediment control measures and suggested looking into if the creeks had shallowed.

Ms. Gina Shafer, Winter Springs Village, Winter Springs suggested the 9/11 memorial be held at Veterans the Memorial and students be invited, and that the Art Festival should be moved to Central Winds Park. Ms. Shafer also asked about debris pickup, thanked the Commission for their service, and encouraged people to stay involved.

Commissioner Johnson briefly addressed comments made by Mr. Parsons on social media.

Mayor McCann closed Public Input.

ADJOURNMENT

Mayor McCann adjourned the meeting at 10:34 PM.

RESPECTFULLY SUBMITTED:

_____

CHRISTIAN GOWAN
CITY CLERK

APPROVED:

UNAPPROVED

MAYOR KEVIN McCANN

UNAPPROVED

NOTE: These Minutes were approved at the_____, 2022 City Commission Regular Meeting.

PUBLIC HEARINGS AGENDA ITEM 400

CITY COMMISSION AGENDA | NOVEMBER 14, 2022 REGULAR MEETING

TITLE

First Reading of Ordinance 2022-04 Amending Section 20-323 of the City Code to Amend the List of Permitted Uses in the Town Center District Code, specifically in the T4 and T5 Transects.

SUMMARY

Ordinance 2022-04 would amend Section 20-323 of the City Code to amend the list of permitted uses in the Town Center District Code. The ordinance would change veterinary clinics from a conditional to a permitted use in the T4 and T5 Transects, provided that no overnight boarding or outdoor kennels shall be allowed except for indoor overnight boarding necessary for post-operation medical observation. Staff recommends approval of this change as being consistent with already-permitted uses in the T4 and T5 Transects, particularly including pet shops and grooming uses.

In addition, the already-permitted use of "medical clinics and laboratories" would be amended to clarify that dental clinics are also permitted.

RECOMMENDATION

The City Attorney and Staff recommend the city Commission conduct First Reading of Ordinance 2022-04 amending Section 20-323 of the City Code to amend the list of permitted uses in the Town Center District Code, specifically in the T4 and T5 Transects.

ORDINANCE NO. 2022-04

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA; AMENDING SECTION 20-323 OF THE CITY CODE TO AMEND THE LIST OF PERMITTED USES IN THE TOWN CENTER DISTRICT CODE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE CODE; SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City Commission desires to amend the list of permitted uses in the Town Center District Code, specifically to reclassify veterinary clinics from a conditional use to a permitted use and to add dental clinics as a permitted use; and

WHEREAS, both of these uses are considered to be compatible with the existing list of permitted uses in the Town Center, T4 and T5 Transects; and

WHEREAS, pursuant to the Florida Community Planning Act and the City Code, the City's Planning & Zoning Board/Land Planning Agency has reviewed and recommended adoption of this Ordinance at a duly held public meeting; and

WHEREAS, the City Commission of the City of Winter Springs, Florida, hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Winter Springs; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Commission of the City of Winter Springs.

Section 2. **Code Amendment.** Chapter 20 - Zoning, Article III. – Establishment of Districts, Division 12 – Town Center District Code, Section 20-323 of the City Code is hereby amended as follows: (underlined type indicates additions to the City Code and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from this Ordinance of text existing in Division 12, Section 20-323. It is intended that the text in Division 12, Section 20-323 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance):

DIVISION 12. – TOWN CENTER DISTRICT CODE.

* * *

Sec. 20-323. – Permitted uses.

***

	T1	T2	T3	T4	T5	C/P
***						
Medical and dental clinics and laboratories				P	P	
***						
Veterinary clinics (no overnight boarding, except for indoor post-medical procedure observation, or outdoor kennels)				~~CU~~ P	~~CU~~ P	

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Commission, or parts or ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Incorporation into Code.** This Ordinance shall be incorporated into the Winter Springs City Code and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word, or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 6. **Effective Date.** This Ordinance shall become effective upon adoption by the City Commission of the City of Winter Springs, Florida, and pursuant to City Charter.

ADOPTED by the City Commission of the City of Winter Springs, Florida, in a regular meeting assembled on the _____ day of_____, 2022.

Kevin McCann, Mayor

ATTEST:

Christian Gowan, City Clerk

APPROVED AS TO LEGAL FORM AND SUFFICIENCY FOR THE CITY OF WINTER SPRINGS ONLY:

Anthony A. Garganese, City Attorney

Legal Ad:
First Reading:
Second Reading:

REGULAR AGENDA ITEM 500

CITY COMMISSION AGENDA | NOVEMBER 14, 2022 REGULAR MEETING

TITLE

Request to the Florida Department of Transportation (FDOT) to Lower Posted Speeds on SR 434 from Tuskawilla Road to SR 417.

SUMMARY

Staff seeks approval to letter of request to FDOT to reduce posted speed along SR 434 from Tuskawilla Road to SR 419.

RECOMMENDATION

Staff recommends Commission review and approval of the attached letter and provide further direction if necessary.

CITY OF WINTER SPRINGS, FLORIDA

1126 EAST STATE ROAD 434
WINTER SPRINGS, FLORIDA 32708-2799
Telephone (407) 327-1800

Public Works Department

October 27, 2022

RE: SR 434 - Request to Reduce Posted Speed Limit from Tuskawilla Road to SR 417

Dear Mr. Wood:

The City of Winter Springs Board of Commissioners respectfully requests that FDOT - District 5 reduce the posted speed on SR 434 from Tuskawilla Road to the SR 419 from 50 mph to 45 mph. This request would provide a consistent posted speed throughout the limits of the City of Winter Springs while providing an added measure of safety.

We would greatly appreciate your consideration for this request. Please don't hesitate to contact me for questions or clarifications.

Sincerely,

Philip Hursh, PE
Public Works Director
City of Winter Springs

REGULAR AGENDA ITEM 501

CITY COMMISSION AGENDA | NOVEMBER 14, 2022 REGULAR MEETING

TITLE

Discussion on City Chaplain Appointment Process

SUMMARY

The City Commission recently passed Resolution 2022-27 authorizing the creation of a voluntary City Chaplain position. Pursuant to Section 2 of Resolution 2022-27, "A City Chaplain shall be chosen by the City Commission using a secular set of appointment criteria. The City may appoint multiple Chaplains to serve at one time. Chaplains shall serve for terms of one year, subject to re-appointment by the Commission."

Staff is requesting the Commission enter into discussion and provide direction on the establishment of an application process and timeline for appointment of a chaplain or chaplains.

RECOMMENDATION

Staff is requesting the Commission discuss and provide direction.

RESOLUTION NUMBER 2022-27

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA, AUTHORIZING THE CREATION OF A VOLUNTARY CITY CHAPLAIN POSITION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the City of Winter Springs is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, it is the intent of the City Commission of the City of Winter Springs, Florida, to create an unpaid, voluntary City Chaplain position within the City government; and

WHEREAS, governments operating within the United States have a longstanding history of appointing and working with chaplains at the federal, state, and local level. For example, chaplains are employed federally in the Veterans Administration, Department of Justice, and the Department of Defense. The First Congress of the United States utilized the services of a chaplain, and presently both the United States Senate and the United States House of Representatives have official chaplains. The State of Florida House of Representatives also utilizes the services of a chaplain. Local governments have historically used chaplains as well and continue to do so to the present day. Often local governments appoint chaplains to serve within police departments, fire departments, schools, and/or hospitals; and

WHEREAS, a chaplain may serve many functions which would be beneficial to the City, including: providing counseling and support to City employees; acting as a liaison between the City government and local faith groups; providing invocations before or benedictions after official City meetings or events; coordinating with local faith groups to schedule guest chaplains to provide invocations before City meetings; providing spiritual counseling to City personnel as requested by said personnel; and providing moral support to the City at large during times of crisis; and

WHEREAS, in Town of Greece, N.Y. v. Galloway, 572 U.S. 565 (2014), the Supreme Court of the United States held that prayer conducted by a chaplain to open town board meetings does not violate the Establishment Clause of the First Amendment of the United States Constitution so long as the government does not dictate what religion the chaplain belongs to or the content of the prayer; and

WHEREAS, in Marsh v. Chambers, 463 U.S. 783 (1983), the Supreme Court of the United States held that the practice of opening legislative sessions with prayer is a part of the fabric of society deeply rooted in the history and tradition of the nation and therefore does not violate the Establishment Clause; and

WHEREAS, in Kennedy v. Bremerton School District, 142 S.Ct. 2407 (2022), the Supreme Court of the United States held that the Establishment Clause must be interpreted by reference to historical practices and understandings, and that the line that governments must draw between permissible and impermissible activities under the Establishment Clause must accord with history and must reflect the understanding of the founders; and

WHEREAS, in Williamson v. Brevard County, 928 F.3d 1296 (11th Cir. 2019), the Eleventh Circuit Court of Appeals found that a local government violates the Establishment Clause when it chooses chaplains in a manner which categorically excludes members of certain religions, or which otherwise engages in discrimination by expressing a preference for chaplains of one religious denomination over another. The Eleventh Circuit further reasoned that chaplains must be chosen based upon neutral, secular, criteria to comply with the Establishment Clause; and

WHEREAS, in Atheists of Florida, Inc. v. City of Lakeland, Fla., 713 F.3d 577 (11th Cir. 2013), the Eleventh Circuit found that a City's selection process for invocation speakers does not violate the Establishment Clause if the selection process does not advance or disparage any particular faith. The Eleventh Circuit further found that the No-Aid Clause of the Florida Constitution, FL CONST. Art. 1 § 3, is not violated where invocation-givers and chaplains are unpaid volunteers and where no religious group receives a pecuniary benefit; and

WHEREAS, the City Commission is relying upon the aforementioned legal authority for the purposes of adopting this Resolution; and

WHEREAS, the City Commission recognizes that the City Chaplain position must not be used to advance or disparage any particular religion. The City Commission further does not intend for the Chaplain position to create an excessive entanglement of church and state; and

WHEREAS, the City Commission recognizes that the City Chaplain position shall be unpaid and voluntary, and that no religious group shall receive a pecuniary benefit in association with the Chaplain position, and that the City will comport with the requirements of FL CONST. Art. 1 § 3, which provides that "[T]here shall be no law respecting the establishment of religion or prohibiting or penalizing the free exercise thereof. Religious freedom shall not justify practices inconsistent with public morals, peace or safety. No revenue of the state or any political subdivision or agency thereof shall ever be taken from the public treasury directly or indirectly in aid of any church, sect, or religious denomination or in aid of any sectarian institution;" and

WHEREAS, the City Commission recognizes that City Chaplain positions shall be open to persons of all faiths and that the Chaplain shall be chosen via a set of secular selection criteria; and

WHEREAS, the City Commission recognizes that the appointment of chaplains whose duty is to serve a governmental entity and to provide support to Government officers, agents, and employees, has a longstanding history and tradition in the United States; and

WHEREAS, the City Commission of the City of Winter Springs hereby finds that this Ordinance is in the best interests of the public health, safety, and welfare of the citizens of Winter Springs; and

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS HEREBY ORDAINS, AS FOLLOWS:

Section 1. Intent and Purpose. This Resolution is intended to have a secular, non-religious purpose. The intent and purpose of this Resolution is to recognize that there are many functions a City Chaplain may perform which would be a great benefit to both the City at large and to City personnel in an individual capacity. The primary effect of this Resolution is neither to advance nor disparage any particular religion or religious denomination. This Resolution is not intended to promote or support an unconstitutional entanglement of church and state.

Section 2. Creation of a City Chaplain position. The City Commission hereby determines that the creation of a voluntary City Chaplain position is consistent with the applicable State and Federal laws, and in accordance with the Policies and Procedures set forth in **EXHIBIT "A,"** which is attached hereto and fully incorporated herein by this reference. Accordingly, upon approval by the City Commission, the position of City Chaplain shall be created. A City Chaplain shall be chosen by the City Commission using a secular set of appointment criteria. The City may appoint multiple Chaplains to serve at one time. Chaplains shall serve for terms of one year, subject to re-appointment by the Commission.

Section 3. Duties of the Chaplain. The general duty of the City Chaplain shall be to serve the City of Winter Springs during times of need or crisis in accordance with the job task outlined in **EXHIBIT "B,"** which is attached hereto and fully incorporated herein by this reference. Without limiting the foregoing, it is the intent of this Resolution that the City Chaplain be readily available to counsel City personnel, as well their families, and other individuals in the community who may be in need of the Chaplain's services. The Chaplain shall be responsible for providing on-call guidance, counseling, consultation, and other forms of human crisis intervention to those in need. The Chaplain may provide spiritual counseling only to those who specifically request spiritual counseling. The City Chaplain must express themselves with tolerance and respect for people of all religions. The City Chaplain shall not discriminate against individuals on the basis of race, gender, sex, national origin, ability, or religion.

Section 4. Repeal of Prior Inconsistent Resolutions. All prior inconsistent resolutions adopted by the City Commission, or parts of prior resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 5. Police Department Chaplain Program. Nothing herein is intended to repeal or modify the City Chaplain Program established by the Winter Springs Police Department. The City Chaplain program established by this Resolution is of more general scope than the one established by the Police Department for police department purposes and shall provide additional chaplain services in addition to and supplemental to the police department's chaplain program.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, word, or provision of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution.

Section 7. Effective Date. This Resolution shall become effective immediately upon adoption by the City Commission of the City of Winter Springs, Florida, and pursuant to the City Charter.

ADOPTED by the City Commission of the City of Winter Springs, Florida, in a regular meeting assembled on the 10th day of October, 2022.

KEVIN McCANN, Mayor

ATTEST:

CHRISTIAN GOWAN
City Clerk

CITY OF WINTER SPRINGS FLORIDA SEMINOLE COUNTY INCORPORATED 1959

APPROVED AS TO LEGAL FORM AND SUFFICIENCY FOR THE CITY OF WINTER SPRINGS ONLY.

ANTHONY A. GARGANESE
City Attorney

EXHIBIT "A"
RESOLUTION NO. 2022-27

CITY CHAPLAIN PROGRAM
POLICIES AND PROCEDURES

CITY OF WINTER SPRINGS	CITY COMMISSION
TITLE: CITY CHAPLAIN PROGRAM	REF. No:
Effective: 10/10/2022	Revised:
STANDARDS OF PERFORMANCE	

PURPOSE: This directive is to establish guidelines for the operation and management of the City of Winter Springs City Chaplain Program.

DISCUSSION: The City Chaplain Program is an unpaid, volunteer position occupied by one or more local clergy members who desire to serve the City during times of distress. The program is intended to provide citywide coverage, with the services of a Chaplain being made available to the employees of the City of Winter Springs on an as-needed basis.

POLICY: It is the policy goal of the City of Winter Springs to make readily available counseling services to City personnel, their families, and other members of the community in need of such services, either when needed or upon request. To accomplish this policy objective, the City will maintain a Chaplain Program responsible for providing on-call counseling, consultation, and other forms of human crisis intervention to those in need. The Chaplain may also provide spiritual guidance to those who request such guidance.

The goal of the City Chaplain Program is to provide a trusted individual in whom City personnel as well as citizens of the community may confide and from whom City personnel may seek assistance in dealing with personal hardships. In addition, the Program strives to establish and maintain an attitude of cooperation between the City and the local community.

CHAPLAIN SELECTION CRITERIA:

A. To qualify as a City Chaplain, one must meet the following criteria:

1. Be a resident of the State of Florida.
2. Maintain high moral and ethical standards.
3. Possess a caring and understanding attitude towards all people regardless of race, national origin, sex, gender, ability, or religion.

4. Be willing and able to respond to situations where the presence of a City Chaplain is required.
5. Have the approval of the City Commission of the City of Winter Springs.
6. Consent to signing the City of Winter Springs Hold Harmless Agreement.

DUTIES AND RESPONSIBILITIES:

A. Assist the City of Winter Springs during times of distress.

B. Visit infirm City employees.

C. Demonstrate appropriate communication skills in formal settings such as official City meetings, as well as in informal settings.

D. Act as a liaison between the City of Winter Springs and the religious groups of all denominations located within the City and the surrounding areas.

E. Provide counseling and moral support for City employees, as requested.

F. Attend official City meetings and social events, providing invocations and benedictions, as requested.

G. Provide spiritual aid and counseling for City employees, as requested.

H. Coordinate with local faith groups to schedule guest Chaplains to provide invocations before City meetings.

I. Attend City training sessions on a regular basis.

J. Engage in ongoing training to enhance the Chaplain's efficiency in meeting with and assisting people in crisis.

K. Periodically attend briefing sessions to familiarize themselves with the operations of the City.

L. Remain open and flexible to new concepts and/or additional duties as deemed necessary by the City Commission.

ADDITIONAL INFORMATION:

A. City Chaplains serve on a voluntary basis and at the will of the City Commission. Their services may be terminated at any time by the City Commission for any reason whatsoever if it is felt that their involvement in the program is not in the best interest of the City of Winter Springs.

B. The City may appoint multiple Chaplains to serve at one time. Chaplains shall serve for terms of one year, subject to re-appointment by the Commission.

C. Any information received by the Chaplain while in the performance of their official duties is to remain in the strictest confidence as allowed by law.

D. Chaplains do not act as an extension of their denomination or faith group. A Chaplain position may not under any circumstances be used as an opportunity to preach, proselytize, or otherwise advance any particular religion or belief.

E. The Chaplain may only provide religious counseling if requested by the counselee. If the counselee does not request spiritual counseling, only secular counseling and support may be offered.

F. A Chaplain should be willing to become involved in training programs that enhance one's efficiency in meeting and dealing with people in crisis.

G. A Chaplain should be familiar with community medical, psychiatric, and other aid resources in the local area.

H. The Chaplain's responsibility is to assist all City employees and their families, upon request, in matters within the chaplain's professional realm. The chaplain shall not interfere with a City employee, agent, or official, in the performance of that employee's duty.

I. The Chaplain shall not lend their presence to any political or social movement in a manner that may suggest the City's endorsement of such a movement. Any such endorsement or advocacy must be undertaken only as a civilian member of the clergy. Political and social movements are

clearly distinguishable from civic office. The Chaplain's role as a public servant must be distinct from their role as a clergy-member.

ADMINISTRATION OF THE CHAPLAIN PROGRAM:

A. The City Chaplain Program is administered by the City Commission of the City of Winter Springs.

B. The City Clerk on behalf of the City Commission shall publish and maintain a current list of approved City Chaplains. Contact information for the City Chaplains is available through the City's contact directory.

C. All employees, officers, and agents of the City of Winter Springs are authorized to make direct contact with the City Chaplain for personal reasons.

RELEASING INFORMATION:

A. Members of the City Chaplain Program may not, without prior approval of the City Commission or City Manager, discuss with the media or other unauthorized persons official City business in which they may have become involved or have personal knowledge.

Approved by the City Commission by Resolution No. 2022-27 on this 10th day of October, 2022

EXHIBIT "B"
RESOLUTION NO. 2022-27

City of Winter Springs
Job Task Analysis

Position: Chaplain	Department: Citywide	Pay: Unpaid/Volunteer

General Description:

The general duty of the City Chaplain is to serve the City of Winter Springs during times of need or crisis. They are to be readily available to counsel City employees, their families, and other individuals in the community in need of support. A Chaplain is responsible for providing on-call guidance, counseling, consultation, and other forms of human crisis intervention to those in need. Chaplains must express themselves with respect for people of all religions.

Job Task:	Importance	Frequency
1. Assist the City of Winter Springs during times of distress.	1 2 3 **4**	1 **2** 3 4
2. Visit infirm City employees or members of the community.	1 2 **3** 4	1 **2** 3 4
3. Demonstrate appropriate communication skills in formal settings such as official City meetings, as well as in informal settings.	1 2 3 **4**	1 2 3 **4**
4. Act as a liaison between the City of Winter Springs and religious groups of all denominations located within the City and the surrounding areas.	1 2 3 **4**	1 2 3 **4**
5. Provide counseling for City employees and members of the community, as requested.	1 2 3 **4**	1 2 **3** 4
6. Attend official City meetings and social events, providing invocations and benedictions, as requested.	1 2 3 **4**	1 2 3 **4**
7. Provide spiritual aid and counseling for City employees and members of the community, as requested.	1 2 **3** 4	1 2 **3** 4
8. Coordinate with local faith groups to schedule guest chaplains to provide invocations before City meetings.	1 2 **3** 4	1 2 **3** 4
9. Attend City training sessions.	1 **2** 3 4	1 **2** 3 4
10. Engage in ongoing training to enhance the Chaplain's efficiency in meeting with and assisting people in crisis.	1 **2** 3 4	1 2 **3** 4
11. Periodically attend briefing sessions to familiarize themselves with the operations of the City.	1 2 3 **4**	1 **2** 3 4

These essential job functions are not to be construed as a complete statement or all duties performed. The Chaplain will be required to perform other job-related marginal duties as required.

Required Qualifications:

- English language fluency. Fluency in Spanish and other languages is helpful.
- Knowledge of general, nonreligious counseling and/or crisis intervention.
- Familiarity with services available in the community to assist persons in crisis, such as local medical and psychiatric resources, as well as other community aid resources.
- Knowledge regarding spiritual guidance and religious counseling.
- Demonstrated commitment to showing respect to all persons regardless of race, sex, gender, national origin, ability, or religion.
- Demonstrated dedication to ethics and professionalism.
- Basic knowledge of the function of the local government of the City of Winter Springs and the Winter Springs City Commission, or willingness to learn about the function of the City government.

Environmental Conditions:

- Work may be inside in an office environment or outside in the field, as needs dictate.
- May during the day or at night, as needs dictate.

Education and Experience:

- High school graduate or recipient of an acceptable equivalent diploma.
- Education and/or specialized training in providing secular counseling services.
- Experience and/or specialized training in theological counseling.

(A comparable amount of training, education or experience can be substituted for a minimum qualification).

Licenses and Certifications:

- Theological Training Certificate.
- Certificates in at least one form of non-religious counseling.

Approved by the City Commission by Resolution No. 2022-27 on this 10th day of October, 2022

REGULAR AGENDA ITEM 502

CITY COMMISSION AGENDA | NOVEMBER 14, 2022 REGULAR MEETING

TITLE

Deputy Mayor Nomination

SUMMARY

The Deputy Mayor position is defined under the City's Charter, Section 4.05. Mayor which states, “The city commission shall elect from among its members a deputy mayor who shall act as mayor during the absence or disability of the mayor. However, if a vacancy occurs in the position of mayor, the vacancy shall be filled in accordance with section 4.08(c) of this Charter."

Deputy Mayor Kevin Cannon was nominated and confirmed at the Monday, December 13, 2021 City Commission Regular Meeting. There is now a vacancy in the position as a result of the November 8, 2022 election.

RECOMMENDATION

Staff recommends the City Commission appoint a member of the City Commission to serve as Deputy Mayor.

REGULAR AGENDA ITEM 503

CITY COMMISSION AGENDA | NOVEMBER 14, 2022 REGULAR MEETING

TITLE

Appointment Opportunities for City Boards and Committees

SUMMARY

The City Clerk Department wishes to inform the City Commission of the following vacancies:

***Per Section 2-41(e) of the City Code*, "If any commissioner fails to appoint a member within thirty (30) days after a vacancy occurs or a term expires, that seat shall be filled by a majority vote of the commission."**

CURRENT VACANCIES:

- **Veterans and Veteran Families Advisory Committee**
  - At-Large Appointment
- **Code Enforcement Board - Term Expired July 31, 2022**
  - Seat One Appointment: **(OPEN TO FULL COMMISSION)**
- **Planning and Zoning Board - Term Expired July 31, 2022**
  - Seat Four Appointment: **(OPEN TO FULL COMMISSION)**
- **Tuscawilla Lighting and Beautification District Advisory Committee - Term Expired July 31, 2022**
  - Seat Five Appointment: **(OPEN TO FULL COMMISSION)**
- **Oak Forest Wall and Beautification District Advisory Committee - Term Expired August 31, 2022**
  - Seat Four Appointment: **(OPEN TO FULL COMMISSION)**

RECOMMENDATION

Staff recommends the City Commission make any appointments they deem pertinent.

REGULAR AGENDA ITEM 504

CITY COMMISSION AGENDA | NOVEMBER 14, 2022 REGULAR MEETING

TITLE

New Business

SUMMARY

Pursuant to Sec 2-27 (c)(2) of the City Code, "Unless otherwise determined by the city commission, each regular agenda shall have a new business section, in the order on the agenda approved by the city commission, which allows the mayor, any city commissioner, city manager or city attorney an opportunity to raise, if necessary, new issues not on the agenda that require discussion and potential future direction by the city commission. The new business section shall not be used to present items requiring prior public notice or hearing, for reports allowed under subsection (m), or be used as a substitute for timely placing items on the agenda prior to the agenda packet being distributed or as an add-on item as required by subsection (b). The city commission will not take final action on any new business item that is considered a major initiative and/or initiative that would ordinarily require significant city staff research. Persons introducing new business items are encouraged to provide background information regarding the item prior to or at the meeting in the same manner as permitted for reports under subsection (m)(4)."

RECOMMENDATION