



CITY OF CRESTVIEW

OFFICE OF THE CITY CLERK

P.O. DRAWER 1209, CRESTVIEW, FLORIDA 32536

Phone # (850) 682 - 1560 Fax # (850) 682-8077

August 24, 2020

6:00 PM

Council Chambers

REGULAR COUNCIL MEETING

The Public is invited to view our meetings on the City of Crestview Live stream a at <https://www.cityofcrestview.org> or the City of Crestview Facebook Page. You may submit questions on any agenda item in advance (by 3:00 PM the day of the meeting, please) to cityclerk@cityofcrestview.org.

1. Call to Order

2. Invocation, Pledge of Allegiance

3. Open Policy Making and Legislative Session

4. Approve Agenda

5. Presentations and Reports

5.1. Drug Abuse Awareness Day Proclamation - Mayor Whitten

6. Consent Agenda

7. Public Hearings / Ordinances on Second Reading

8. Ordinances on First Reading

8.1. Ordinance 1777 - Crestview East RV/Hwy 90 Annexation

8.2. Ordinance 1778 - Crestview East RV/Hwy 90 Comp Plan Amendment

8.3. Ordinance 1779 - Crestview East RV/Hwy 90 Rezoning

9. Resolutions

- 9.1. Resolution 2020-20 A Resolution to authorize a referendum on the annexation of the Foxwood Golf Course and neighborhood.

10. Action Items

- 10.1. Timeclock Plus Contract
- 10.2. SmartCop Purchase Contract
- 10.3. Florida Competitive Community - Economic Development Plan
- 10.4. Florida Blue Accounting and Retention Agreement
- 10.5. CARES Act Subrecipient Agreement

11. City Clerk Report

12. City Manager Report

- 12.1. City Manager Brief
- 12.2. Discussion of Stormwater Ordinance

13. Comments from the Mayor and Council

14. Comments from the Audience

15. Adjournment

Note: The Presentations section is for items that were submitted by a citizen or group of Citizens no later than the Wednesday 2 weeks prior to the meeting to the Clerk's office for approval. These items will be scheduled under the section titles Presentations and Reports. Supporting documents must be submitted at this time to be on the regular agenda. All Action Item are for staff and elected officials only and must be submitted for approval no later than the Wednesday 10 days prior to the meeting. Those not listed on the regular agenda who wish to address the council should fill out a yellow card. The Card must be submitted to the City Clerk. Speaking time should be three minutes or less, large groups may designate a spokesperson. All remarks should be addressed to the Council as a whole and not to individual members. All meeting procedures are outlined in the Meeting Rules and Procedures brochure available outside the Chambers. If any person decides to appeal any decision made by the City Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City Council of the City of Crestview, Florida does not discriminate upon the basis of any individual's disability status. Anyone requiring reasonable accommodation as provided for in the American With Disabilities Act to insure access to and participation in the meeting should contact the Office of the City Clerk at (850)682-1560 prior to the meeting to make appropriate arrangements.

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



Staff Report

CITY COUNCIL MEETING DATE: August 24, 2020

TYPE OF AGENDA ITEM: Ordinance

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Dawn Barnes
DATE: 8/17/2020
SUBJECT: Ordinance 1777 - Crestview East RV/Hwy 90 Annexation

BACKGROUND:

On June 15, 2020 staff received an application to annex and to amend the comprehensive plan and zoning designations for property located at 1641 Highway 90 East.

The subject property is currently located within unincorporated Okaloosa County with a future land use and zoning designation of Mixed Use.

The Planning and Development Board recommended approval of the request on August 3, 2020.

DISCUSSION:

The property description is as follows:

Property Owner: Crestview East RV, LLC
Parcel ID: 16-3N-23-0000-0039-0000
Site Size: 2.78 Acres
Current FLU: Mixed Use
Current Zoning: Mixed Use
Current Land Use: Former mobile home park

The following table provides the surrounding land use designations, zoning districts, and existing uses.

Direction	FLU	Zoning	Existing Use
North	County LDR	County R-1	Residential
East	County Mixed Use	County Mixed Use	Commercial
South	County LDR	County R-1	Residential
West	Commercial	Commercial	Commercial

The subject property was previously used as a mobile home park and is now unused. A development application has not been submitted. Base on the requested land-use and zoning designations, the property will be developed as a commercial business.

Staff has reviewed the application based on the criteria detailed in Florida statute 171.043 for annexations and finds the following:

- The property is contiguous to the city limits;

- The property is comprised of one (1) lot in unincorporated Okaloosa County, and is therefore considered compact;
- The annexation of the property would not create an enclave
- The subject property is not included in the boundary of another municipality; and,
- The subject property meets the definition of urban purposes.

Courtesy notices were mailed to property owners within 300 feet of the subject property on July 13, 2020. A letter was sent via certified mail to the Okaloosa Board of County Commissioners on July 13, 2020. The property was posted on July 20, 2020. An advertisement ran in the Crestview News Bulletin on July 22, 2020.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational – these are the four areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability – Achieve long term financial sustainability.

Organizational Capacity, Effectiveness & Efficiency – To efficiently & effectively provide the highest quality of public services.

Quality of Life – these six areas focus on the overall experience when provided by the city.

Community Character – Promote desirable growth with a hometown atmosphere.

Opportunity – Promote an environment that encourages economic and educational opportunity.

FINANCIAL IMPACT

The fees for annexation have been waived for this application as it was received during the moratorium on annexation fees.

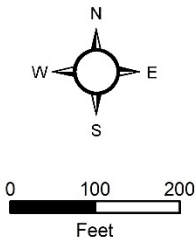
The cost of advertising was \$260.82.

The successful annexation of this property will have positive future impacts, including ad valorem revenue based on future taxable assessed value, development and building permit fees, and utility usage fees.

RECOMMENDED ACTION

Staff respectfully requests adoption of Ordinance 1777 and move to second reading.

Subject Parcel
Aerial Exhibit



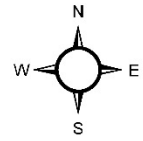
Legend

- 16-3N-23-0000-0039-0000
- City Limits



PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET

Subject Parcel Existing Use

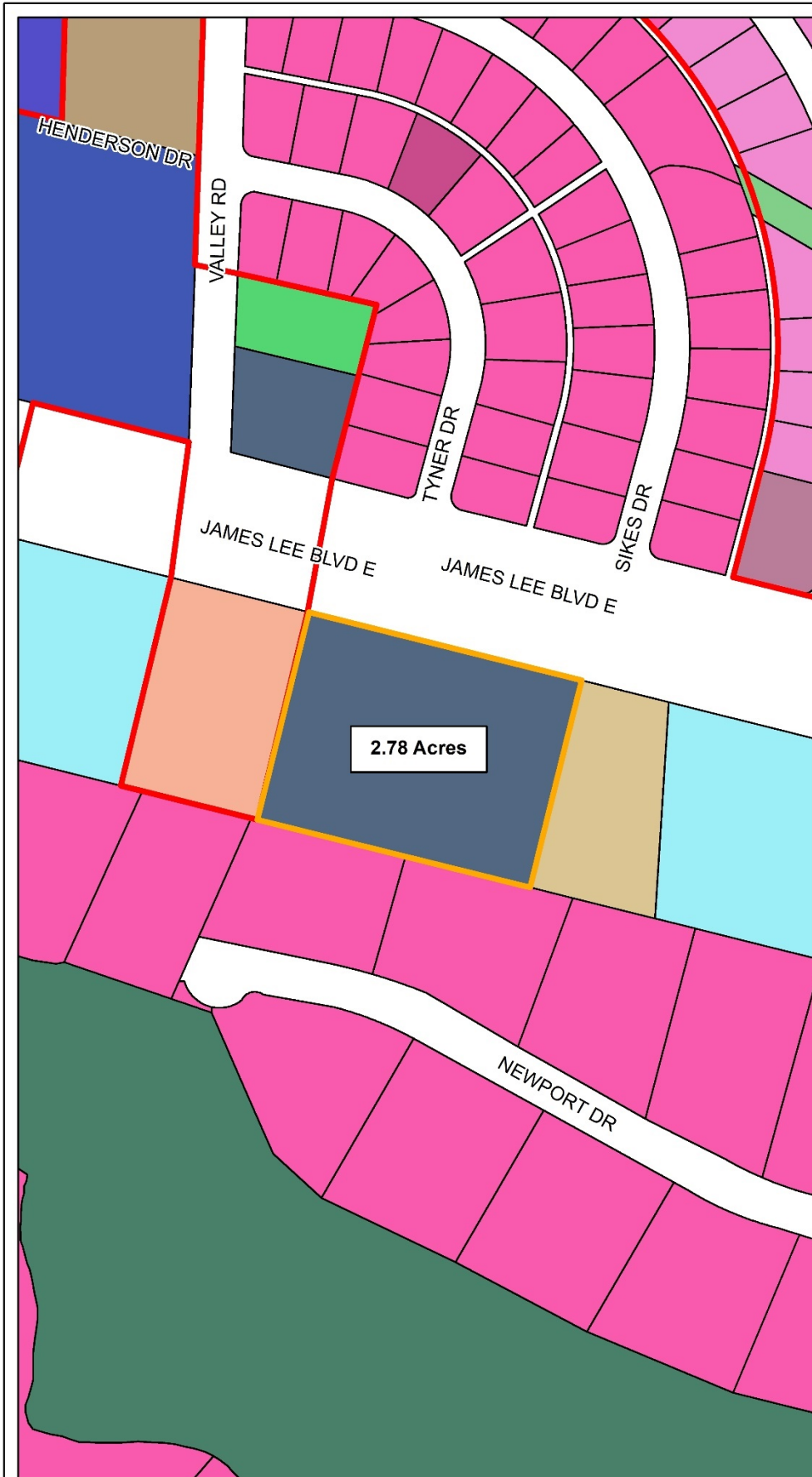


0 100 200
Feet

Legend

- Subject Parcel
- City Limits
- FEDERAL
- LIGHT MANU
- MFR HOME
- MUNICIPAL
- OFFICE BUI
- PRVT SCHL/
- RES COMMON
- SERVICE SH
- SINGLE FAM
- STORES, 1
- SUPERMARKE
- VACANT
- VACANT COM
- VACANT/COM

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COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



Attachments

None

ORDINANCE: 1777

AN ORDINANCE ANNEXING TO THE CITY OF CRESTVIEW, FLORIDA, ± 2.78 ACRES OF CONTIGUOUS LANDS LOCATED IN SECTION 16, TOWNSHIP 3 NORTH, RANGE 23 WEST, AND BEING DESCRIBED AS SET FORTH HEREIN; PROVIDING FOR AUTHORITY; PROVIDING FOR LAND DESCRIPTION; PROVIDING FOR BOUNDARY; PROVIDING FOR LAND USE AND ZONING DESIGNATION; PROVIDING FOR AMENDMENT TO THE BASE, LAND USE AND ZONING MAPS; PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR FILING WITH THE CLERK OF CIRCUIT COURT OF OKALOOSA COUNTY, THE CHIEF ADMINISTRATIVE OFFICER OF OKALOOSA COUNTY AND THE FLORIDA DEPARTMENT OF STATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA AS FOLLOWS:

SECTION 1 – AUTHORITY. The authority for enactment of this ordinance is Chapter 171, Florida Statutes, and Section 2 of the City Charter.

SECTION 2 – LAND DESCRIPTION. The following described unincorporated area contiguous to the City of Crestview, Florida, is hereby annexed to the City:

PIN # 16-3N-23-0000-0039-0000 (Deed recorded in Book 3457, page 1465, dated April 14, 2020)

Commencing at the Northwest corner of the SW 1/4 of NE 1/4 of Section 16, Township 3 North, Range 23 West, Okaloosa County, Florida; thence run South on forty line a distance of 723.9 feet to a point on the South side of State Road #1; thence turn left 77 degrees 34' and run Southeasterly along the South right of way line of said State Road #1 for a distance of 630 feet to the POINT OF BEGINNING; thence turn right 90 degrees and run Southwesterly 300 feet; thence turn left 90 degrees and run Southeasterly 597 feet; thence run in a Northeasterly direction a distance of 300 feet to a point on the South right of way line of State Road #1, which point is 597 feet as measured along said right of way line from the Point of Beginning; thence run in a Northwesterly direction along said right of way line a distance of 597 feet, more or less, to the Point of Beginning. LESS the West 200 feet thereof.

SECTION 3 – BOUNDARY. The existing boundary line of the City of Crestview, Florida, is modified to include the herein referenced tract of land and the base, zoning and land use maps shall be updated to reflect these changes pursuant to law.

SECTION 4 – LAND USE AND ZONING. Pursuant to general law, the property hereby annexed was subject to Okaloosa County land development, land use plan, and zoning or subdivision regulations, which shall remain in full force and effect until rezoning and land use changes are finalized by the City in compliance with the Comprehensive Plan.

SECTION 5 – COMPREHENSIVE PLAN UPDATE. Pursuant to Chapter 163.011, et seq. petitioner for annexation shall apply through the City for a Comprehensive Plan change which will designate the future land use category for the parcel as Commercial (C) with Commercial (C-1) to be assigned and run concurrent with the approval and adoption of the Comprehensive Plan amendment by the proper authorities.

SECTION 6 – MAP UPDATE. The Base, Zoning and Future Land Use Maps shall be updated at the earliest possible date.

SECTION 7 – FILING. Upon passage, the City Clerk is directed to file a copy of this ordinance with the Clerk of Circuit Court of Okaloosa County and with the Florida Department of the State.

SECTION 8 – SEVERABILITY. If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 9 – SCRIVENER’S ERRORS. The correction of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Manager or the City Manager’s designee, without public hearing, by filing a corrected or re-codified copy with the City Clerk.

SECTION 10 – ORDINANCE TO BE LIBERALLY CONSTRUED. This Ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 11 – REPEAL OF CONFLICTING CODES, ORDINANCES, AND RESOLUTIONS. All Charter provisions, codes, ordinances and resolutions or parts of charter provisions, codes, ordinances and resolutions or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 12 – EFFECTIVE DATE. This ordinance shall take effect immediately upon its adoption.

PASSED AND ADOPTED ON SECOND READING BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA ON THE _____ DAY OF _____, 2020.

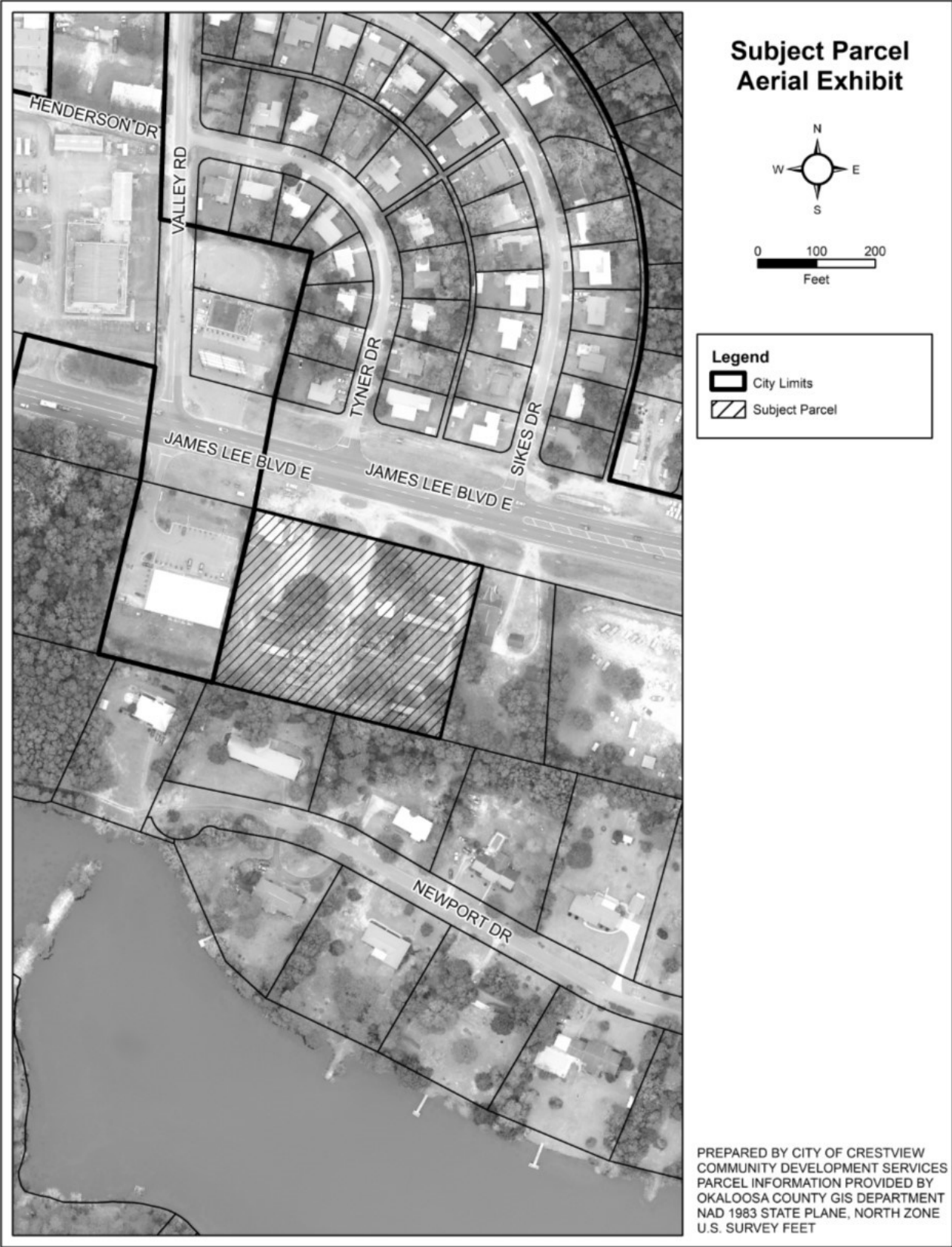
ATTEST:

ELIZABETH M. ROY
City Clerk

APPROVED BY ME THIS _____ DAY OF _____, 2020.

J. B. WHITTEN
Mayor

EXHIBIT A





Staff Report

CITY COUNCIL MEETING DATE: August 24, 2020

TYPE OF AGENDA ITEM: Ordinance

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Dawn Barnes
DATE: 8/17/2020
SUBJECT: Ordinance 1778 - Crestview East RV/Hwy 90 Comp Plan Amendment

BACKGROUND:

On June 15, 2020 staff received an application to annex and to amend the comprehensive plan and zoning designations for property located at 1641 Highway 90 East.

The application requests the Commercial future land use designation for the property.

The subject property is currently located within unincorporated Okaloosa County with a future land use and zoning designation of Mixed Use.

The Planning and Development Board recommended approval of the request on August 3, 2020.

DISCUSSION:

The property description is as follows:

Property Owner: Crestview East RV, LLC
Parcel ID: 16-3N-23-0000-0039-0000
Site Size: 2.78 Acres
Current FLU: Mixed Use
Current Zoning: Mixed Use
Current Land Use: Former mobile home park

The following table provides the surrounding land use designations, zoning districts, and existing uses.

Direction	FLU	Zoning	Existing Use
North	County LDR	County R-1	Residential
East	County Mixed Use	County Mixed Use	Commercial
South	County LDR	County R-1	Residential
West	Commercial	Commercial	Commercial

The subject property was previously used as a mobile home park and is now unused. A development application has not been submitted. Based on the requested land-use and zoning designations, the property will be developed as a commercial business.

Staff reviewed the request for a comprehensive plan amendment and finds the following:

- The proposed future land use map designation of Commercial is compatible with the surrounding area.
- The proposed future land use map designation of Commercial is consistent with the city's comprehensive plan and land development code.
- The process for adoption of the future land use map amendment follows all requirements of Florida statute sections 163.3184 (3) and (5).
- The proposed amendment involves less than 10 acres.
- The proposed amendment does not involve a text change to goals, policies, and objectives of the comprehensive plan. It only proposes a land use change to the future land use map for a site-specific small-scale development.
- The subject property is not located within an area of critical state concern.

Courtesy notices were mailed to property owners within 300 feet of the subject property on July 13, 2020. A letter was sent via certified mail to the Okaloosa Board of County Commissioners on July 13, 2020. The property was posted on July 20, 2020. An advertisement ran in the Crestview News Bulletin on July 22, 2020.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

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FINANCIAL IMPACT

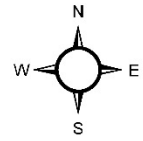
The fees for the comprehensive plan amendment have been waived for this application as it was received during the moratorium on annexation fees.

There is no additional cost of advertising as the comprehensive plan amendment request was included in the advertisement for annexation.

RECOMMENDED ACTION

Staff respectfully requests adoption of Ordinance 1778 and move to second reading.

Subject Parcel Current FLU



0 100 200
Feet

Legend

16-3N-23-0000-0039-0000

City Limits

City Future Land Use

- Commercial (C)
- Industrial (IN)
- Low Density Residential (LDR)
- Medium Density Limited Residential (MDLR)
- Medium Density Residential (MDR)
- High Density Residential (HDR)
- Mixed Use (MU)
- Downtown Mixed Use
- Public Lands (PL)
- Conservation (CON)
- Pending Comp Plan Amendment

County MU

NEWPORT DR

JAMES LEE BLVD E

JAMES LEE BLVD E

SIKES DR

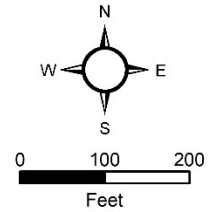
TYNER DR

VALLEY RD

HENDERSON DR

PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET

Proposed Future Land Use



Legend

16-3N-23-0000-0039-0000

City Limits

City Future Land Use

- Commercial (C)
- Industrial (IN)
- Low Density Residential (LDR)
- Medium Density Limited Residential (MDLR)
- Medium Density Residential (MDR)
- High Density Residential (HDR)
- Mixed Use (MU)
- Downtown Mixed Use
- Public Lands (PL)
- Conservation (CON)
- Pending Comp Plan Amendment

2.78+/- acres of land
Ex FLU = County MU
Prop FLU = Commercial (C)

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COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET

Attachments

None

ORDINANCE: 1778

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, AMENDING ITS ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR PURPOSE; PROVIDING FOR CHANGING THE FUTURE LAND USE DESIGNATION FROM OKALOOSA COUNTY MIXED USE TO COMMERCIAL (C) ON APPROXIMATELY 2.78 ACRES, MORE OR LESS, IN SECTION 16, TOWNSHIP 3 NORTH, RANGE 23 WEST; PROVIDING FOR FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA, AS FOLLOWS:

SECTION 1 – AUTHORITY. The authority for enactment of this Ordinance is Section 2 of the City Charter, §163.3187 F.S., §166.021 F.S., §166.041 F.S. and the adopted Comprehensive Plan.

SECTION 2 – FINDINGS OF FACT. The City Council of the City of Crestview finds the following:

- A. This amendment will promote compact, orderly development and discourage urban sprawl; and
- B. A public hearing has been conducted after "due public notice" by the Crestview Planning Board sitting as the Local Planning Agency with its recommendations reported to the City Council; and
- C. A public hearing has been conducted by the City Council after "due public notice"; and
- D. This amendment involves changing the future land use designation from Okaloosa County Mixed Use to Commercial (C) on a parcel of land containing 2.78 acres, more or less, lying within the corporate limits of the City; and
- E. This amendment is consistent with the adopted Comprehensive Plan and is in the best interests of the City and its citizens.

SECTION 3 – PURPOSE. The purpose of this Ordinance is to adopt an amendment to the "City of Crestview Comprehensive Plan: 2020." The amendment is described in Section 4 below.

SECTION 4 – FUTURE LAND USE MAP AMENDMENT. The Future Land Use Map is amended by changing the future land use category of a parcel containing approximately 2.78 acres of land, more or less, from Okaloosa County Mixed Use to Commercial (C). For the purposes of this Ordinance and Comprehensive Plan Amendment, the 2.78 acres, more or less, is known as Parcel 16-3N-23-0000-0039-0000 and commonly described as:

A PARCEL OF LAND ("the LAND") LOCATED IN SECTION 16, TOWNSHIP 3 NORTH,

RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northwest corner of the SW 1/4 of NE 1/4 of Section 16, Township 3 North, Range 23 West, Okaloosa County, Florida; thence run South on forty line a distance of 723.9 feet to a point on the South side of State Road #1; thence turn left 77 degrees 34' and run Southeasterly along the South right of way line of said State Road #1 for a distance of 630 feet to the POINT OF BEGINNING; thence turn right 90 degrees and run Southwesterly 300 feet; thence turn left 90 degrees and run Southeasterly 597 feet; thence run in a Northeasterly direction a distance of 300 feet to a point on the South right of way line of State Road #1, which point is 597 feet as measured along said right of way line from the Point of Beginning; thence run in a Northwesterly direction along said right of way line a distance of 597 feet, more or less, to the Point of Beginning. LESS the West 200 feet thereof.

The Commercial (C) Future Land Use Category is hereby imposed on Parcel 16-3N-23-0000-0039-0000. Exhibit A, which is attached hereto and made a part hereof by reference, graphically depicts the revisions to the Future Land Use Map and shows Parcel 16-3N-23-0000-0039-0000 thereon.

SECTION 5 – SEVERABILITY. If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6 – SCRIVENER’S ERRORS. The correction of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Manager or the City Manager’s designee, without public hearing, by filing a corrected or re-codified copy with the City Clerk.

SECTION 7 – ORDINANCE TO BE LIBERALLY CONSTRUED. This Ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 8 – REPEAL OF CONFLICTING CODES, ORDINANCES, AND RESOLUTIONS. All Charter provisions, codes, ordinances and resolutions or parts of charter provisions, codes, ordinances and resolutions or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 9 – EFFECTIVE DATE. The effective date of this plan amendment and ordinance shall be thirty-one (31) days after adoption on second reading by the City Council, unless the amendment is challenged pursuant to §163.3187, F.S. If challenged, the effective date shall be the date a Final Order is issued by the State Land Planning Agency or the Administration Commission finding the amendment in compliance with §163.3184, F.S.

PASSED AND ADOPTED ON SECOND READING BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA ON THE _____ DAY OF _____, 2020.

ATTEST:

ELIZABETH M. ROY

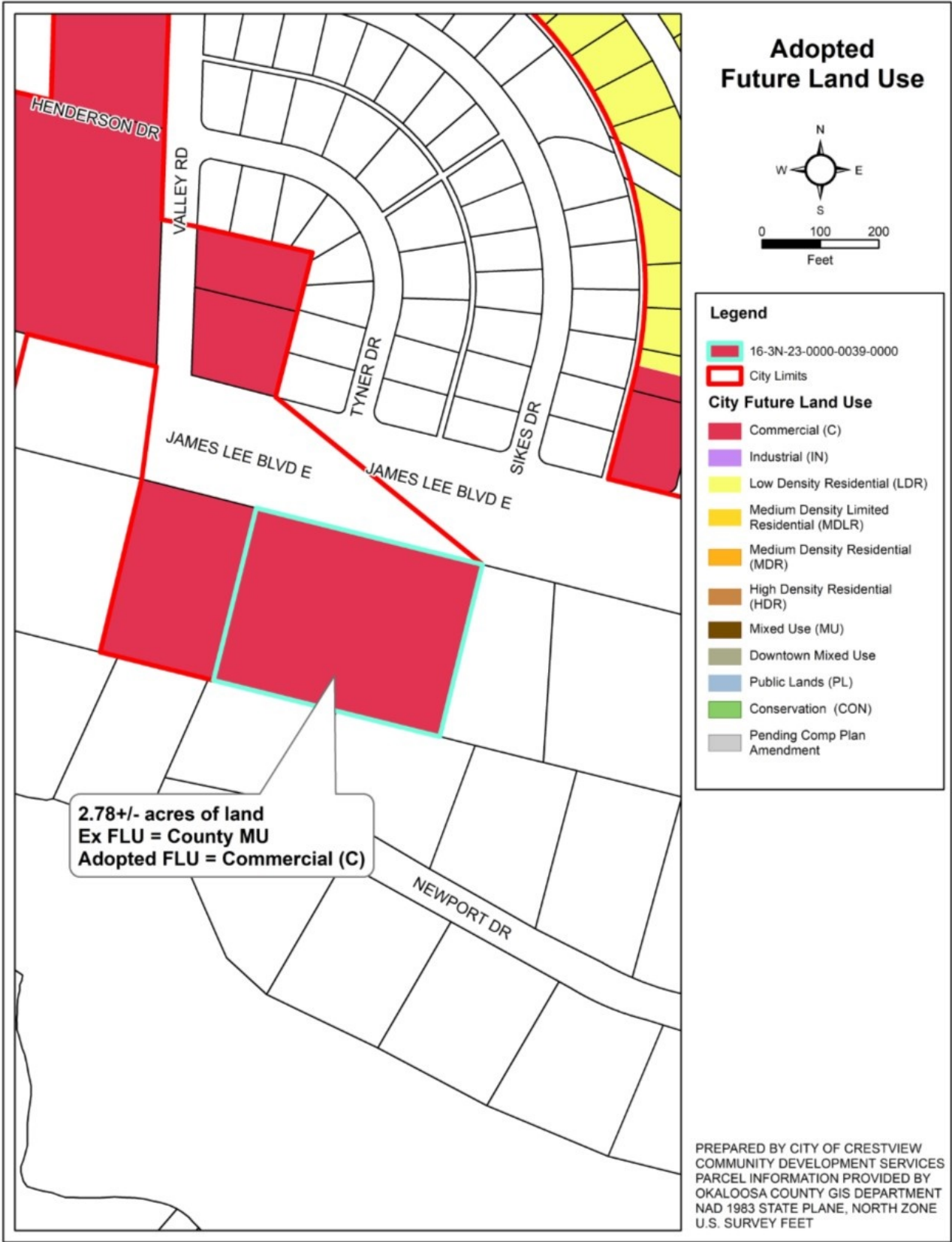
City Clerk

APPROVED BY ME THIS _____ **DAY OF** _____, 2020.

J. B. WHITTEN

Mayor

EXHIBIT A





Staff Report

CITY COUNCIL MEETING DATE: August 24, 2020

TYPE OF AGENDA ITEM: Ordinance

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Dawn Barnes
DATE: 8/18/2020
SUBJECT: Ordinance 1779 - Crestview East RV/Hwy 90 Rezoning

BACKGROUND:

On June 15, 2020 staff received an application to annex and to amend the comprehensive plan and zoning designations for property located at 1641 Highway 90 East.

The application requests the Commercial (C-1) zoning designation for the property.

The subject property is currently located within unincorporated Okaloosa County with a future land use and zoning designation of Mixed Use.

The Planning and Development Board recommended approval of the request on August 3, 2020.

DISCUSSION:

The property description is as follows:

Property Owner: Crestview East RV, LLC
Parcel ID: 16-3N-23-0000-0039-0000
Site Size: 2.78 Acres
Current FLU: Mixed Use
Current Zoning: Mixed Use
Current Land Use: Former mobile home park

The following table provides the surrounding land use designations, zoning districts, and existing uses.

Direction	FLU	Zoning	Existing Use
North	County LDR	County R-1	Residential
East	County Mixed Use	County Mixed Use	Commercial
South	County LDR	County R-1	Residential
West	Commercial	Commercial	Commercial

The subject property was previously used as a mobile home park and is now unused. A development application has not been submitted. Based on the requested land-use and zoning designations, the property will be developed as a commercial business.

Staff reviewed the request for rezoning and finds the following:

- The proposed zoning is consistent with the proposed future land use designation.
- The uses within the requested zoning district are compatible with uses in the adjacent zoning districts.
- The requested use is not substantially more or less intense than allowable development on adjacent parcels.

Courtesy notices were mailed to property owners within 300 feet of the subject property on July 13, 2020. A letter was sent via certified mail to the Okaloosa Board of County Commissioners on July 13, 2020. The property was posted on July 20, 2020. An advertisement ran in the Crestview News Bulletin on July 22, 2020.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

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Opportunity – Promote an environment that encourages economic and educational opportunity.

FINANCIAL IMPACT

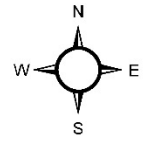
The fees for the rezoning request have been waived for this application as it was received during the moratorium on annexation fees.

There is no additional cost of advertising as the comprehensive plan amendment request was included in the advertisement for annexation.

RECOMMENDED ACTION

Staff respectfully requests adoption of Ordinance 1779 and move to second reading.

Subject Parcel Current Zoning



0 100 200
Feet

Legend

16-3N-23-0000-0039-0000

City Limits

Zoning

- Commercial (C-1)
- Commercial (C-2)
- Industrial (M-1)
- Single Family Dwelling District (R-1)
- Single Family Dwelling District (R-1A)
- Single or Multi-Family Dwelling District (R-2)
- Multi-Family Dwelling District (R-3)
- Downtown Mixed Use (DMU)
- Planned Unit Development (PUD)
- Agricultural (A)
- Public Lands (P)
- Conservation (E)
- Pending Rezoning

County MU

NEWPORT DR

VALLEY RD

TYNER DR

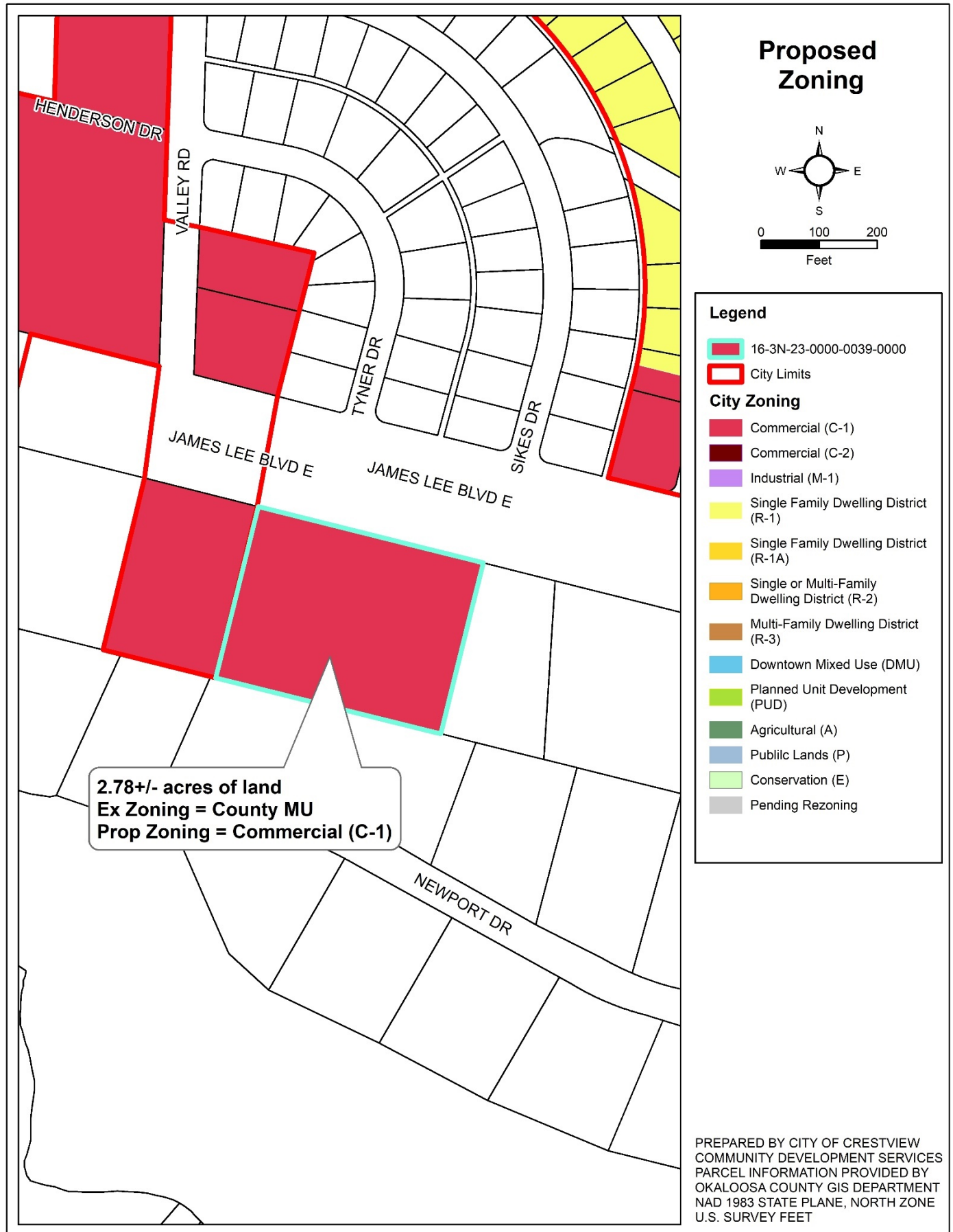
SIKES DR

JAMES LEE BLVD E

JAMES LEE BLVD E

HENDERSON DR

PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



Attachments

None

ORDINANCE: 1779

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 2.78 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 16, TOWNSHIP 3 NORTH, RANGE 23 WEST, FROM THE OKALOOSA COUNTY MIXED USE ZONING DISTRICT TO THE COMMERCIAL (C-1) ZONING DISTRICT; PROVIDING FOR AUTHORITY; PROVIDING FOR THE UPDATING OF THE CRESTVIEW ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA AS FOLLOWS:

SECTION 1 – AUTHORITY. The authority for enactment of this ordinance is Section 166.041, Florida Statutes and Chapter 102, City Code.

SECTION 2 – PROPERTY REZONED. The following described 2.78 acres, more or less, of real property lying within the corporate limits of Crestview, Florida, with 2.78 acres, more or less, being formerly zoned Okaloosa County Mixed Use with the Commercial (C) Future Land Use Map designation recently ratified by the City Council through adoption of Ordinance 1778, is hereby rezoned to Commercial (C-1) to wit:

PIN # 16-3N-23-0000-0039-0000

A PARCEL OF LAND ("the LAND") LOCATED IN SECTION 16, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northwest corner of the SW 1/4 of NE 1/4 of Section 16, Township 3 North, Range 23 West, Okaloosa County, Florida; thence run South on forty line a distance of 723.9 feet to a point on the South side of State Road #1; thence turn left 77 degrees 34' and run Southeasterly along the South right of way line of said State Road #1 for a distance of 630 feet to the POINT OF BEGINNING; thence turn right 90 degrees and run Southwesterly 300 feet; thence turn left 90 degrees and run Southeasterly 597 feet; thence run in a Northeasterly direction a distance of 300 feet to a point on the South right of way line of State Road #1, which point is 597 feet as measured along said right of way line from the Point of Beginning; thence run in a Northwesterly direction along said right of way line a distance of 597 feet, more or less, to the Point of Beginning. LESS the West 200 feet thereof.

SECTION 3 – MAP UPDATE. The Crestview Zoning Map, current edition, is hereby amended to reflect the above changes concurrent with passage of this ordinance, which is attached hereto.

SECTION 4 – SEVERABILITY. If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or

unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 5 – SCRIVENER’S ERRORS. The correction of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Manager or the City Manager’s designee, without public hearing, by filing a corrected or re-codified copy with the City Clerk.

SECTION 6 – ORDINANCE TO BE LIBERALLY CONSTRUED. This Ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 7 – REPEAL OF CONFLICTING CODES, ORDINANCES, AND RESOLUTIONS. All Charter provisions, codes, ordinances and resolutions or parts of charter provisions, codes, ordinances and resolutions or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 8 – EFFECTIVE DATE. The effective date of this Ordinance shall be the date Comprehensive Plan Amendment is adopted by Ordinance # 1778 and becomes legally effective.

PASSED AND ADOPTED ON SECOND READING BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA ON THE _____ DAY OF _____, 2020.

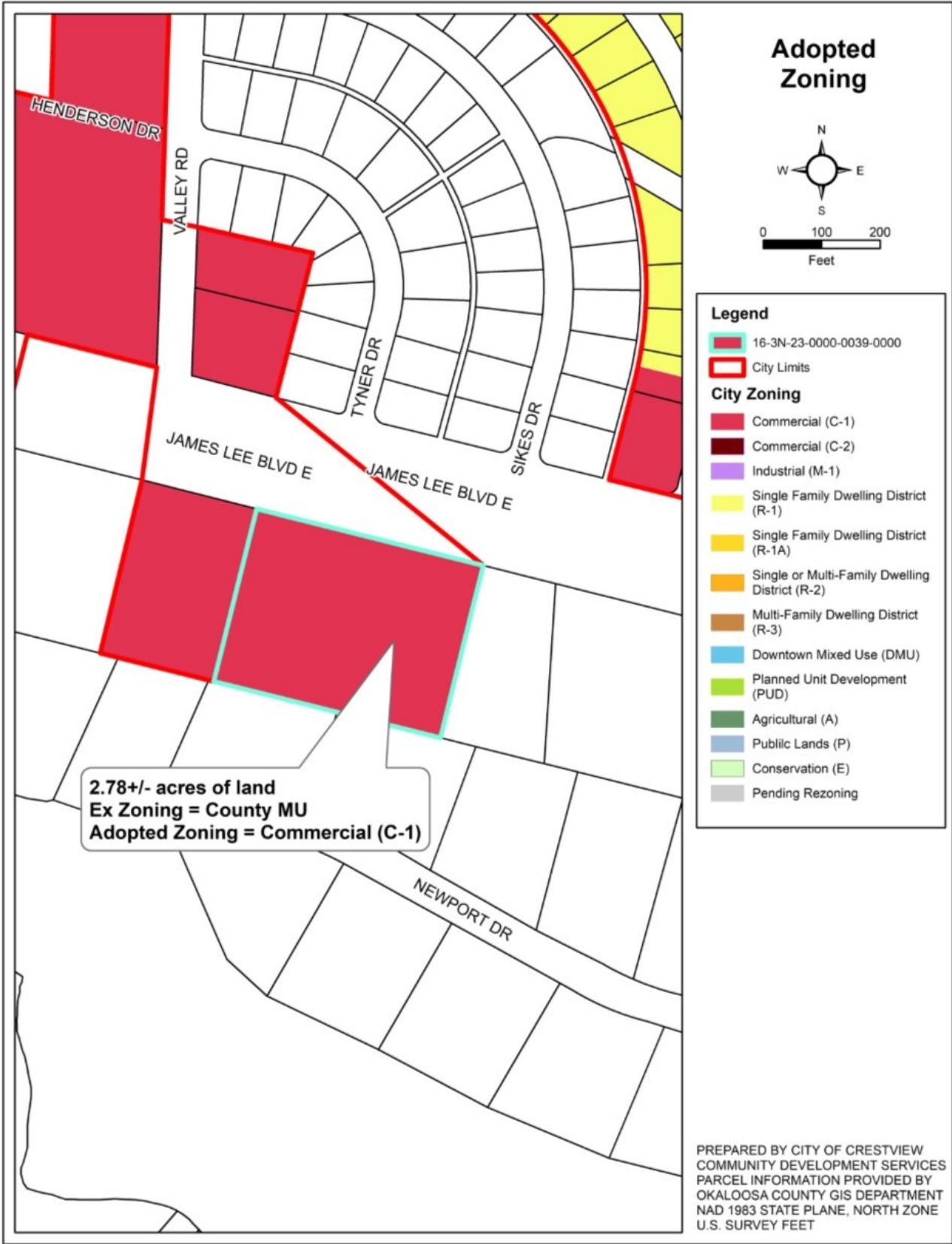
ATTEST:

ELIZABETH M. ROY
City Clerk

APPROVED BY ME THIS _____ DAY OF _____, 2020.

J. B. WHITTEN
Mayor

EXHIBIT A





Staff Report

CITY COUNCIL MEETING DATE: August 24, 2020

TYPE OF AGENDA ITEM: Resolution

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Tim Bolduc, City Manager
DATE: August 19, 2020
SUBJECT: Resolution 2020-20 A Resolution to authorize a referendum on the annexation of the Foxwood Golf Course and neighborhood.

BACKGROUND:

The City of Crestview has initiated the annexation for the development known as Foxwood Country Club and the surrounding neighborhood.

The annexation will consist of 202.29 acres, more or less overall and 145 single family residential lots.

City staff held several public meetings to discuss this process. Additionally, multiple notice letters were sent to all properties within the area.

The ordinance to annex was approved with no changes at first reading on June 22, 2020 and on July 13, 2020 on second reading. Now the annexation needs to be finalized through a referendum election of the registered electors of the area proposed to be annexed prior to the ordinance of annexation becoming effective.

DISCUSSION:

The Supervisor of Elections has requested a formatting change in the Ballot question originally submitted on July 15, 2020.

The proposal of this resolution is to begin the process for the referendum election as set forth in Chapter 171, Florida Statutes for the involuntary annexation process of the Foxwood Country Club neighborhood.

Adoption of the annexation ordinance was the first step in the process and was completed July 13th, with the second reading.

The resolution authorizes the City Clerk and City Manager to work with the Okaloosa County Supervisor of Elections to take the necessary and proper steps to provide for a referendum vote on behalf of the City of Crestview.

This referendum will be held on November 3, 2020 during a general election a majority vote of the registered electors of the area proposed to be annexed will be needed for this referendum to pass.

The ballot will read as follows:

ANNEXATION QUESTION:

Ordinance 1775 allows for the annexation of the area generally known as Foxwood Estates and Foxwood Country Club.

Shall the City of Crestview annex the property as described in Ordinance 1775?

_____ **YES** For Annexation

_____ **NO** Against Annexation

The city has purchased the property with the intent to eventually develop the property into a recreation complex with a nine hole municipal golf course, baseball and softball fields, walking trails, a pool, tennis courts and a privately run restaurant.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The impact on the City budget cannot be determined at this point, however, it is expected to be minimal.

RECOMMENDED ACTION

Staff respectfully requests the Council approve Resolution 2020-20

Attachments

1. annexation resolution (2)

RESOLUTION NO. 2020-20

A RESOLUTION OF THE CITY OF CRESTVIEW CALLING FOR A REFERENDUM ON THE ANNEXATION OF CERTAIN PROPERTY KNOWN AS FOXWOOD ESTATES AND SURROUNDING AREA MORE PARTICULARLY DESCRIBED HEREIN, ON NOVEMBER 3, 2020; PROVIDING FOR A BALLOT QUESTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Crestview desires to annex certain property described herein using the procedures for annexation set forth in Chapter 171, Florida Statutes; and

WHEREAS, Chapter 171 of the Florida Statutes requires a referendum election of the registered electors of the area proposed to be annexed prior to the ordinance of annexation becoming effective; and

WHEREAS, the City desires to call a referendum and authorize the Supervisor of Elections of Okaloosa County, Florida to conduct such referendum.

NOW THEREFORE, BE IT RESOLVED AND DECLARED BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA:

SECTION 1 – AUTHORITY. Pursuant to Chapter 171 of the Florida Statutes, the City of Crestview possesses the authority to annex an area of contiguous, compact, unincorporated territory pursuant to the procedure for the adoption of a nonemergency ordinance in Chapter 166, Florida Statutes, and submit the ordinance to a vote of the registered electors of the area proposed to be annexed.

SECTION 2 – LAND DESCRIPTION; AREA PROPOSED TO BE ANNEXED. The following described unincorporated area contiguous to the City of Crestview is the area proposed to be annexed:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA; THENCE PROCEED N 00°02'17" E ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 1838.04'; THENCE, DEPARTING THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26 PROCEED N 89°52'18" W, A DISTANCE OF 1318.31' TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE PROCEED S 00°04'08" E, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 300.00'; THENCE, DEPARTING THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26 PROCEED S 41°39'12" W, A DISTANCE OF 300.52' TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE PROCEED ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26, N 89°52'05" W, A DISTANCE OF 1117.33' TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE PROCEED, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26, N 00°10'33" W, A DISTANCE OF 618.56'; THENCE, DEPARTING THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26, PROCEED N 89°43'08" W, A DISTANCE OF 568.73'; THENCE PROCEED S 00°29'06" E, A

DISTANCE OF 339.80'; THENCE PROCEED S 55°52'32" W, A DISTANCE OF 142.57'; THENCE PROCEED N 89°43'08" W, A DISTANCE OF 626.19' TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE PROCEED ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26, S 00°11'07" E, A DISTANCE OF 68.28' TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF ANTIOCH ROAD, (100.00 FOOT RIGHT OF WAY), SAID POINT LYING ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2814.93 FEET; THENCE PROCEED ALONG THE ARC OF SAID CURVED EASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 07°03'11 SECONDS, AN ARC DISTANCE OF 346.51 FEET, (CHORD BEARING AND DISTANCE = S 22°09'25" E, 346.29'), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE PROCEED S 25°41'00" E, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 768.32' TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1223.57 FEET; THENCE PROCEED ALONG THE ARC OF SAID CURVED EASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 17°33'15", AN ARC DISTANCE OF 374.87', (CHORD BEARING AND DISTANCE = S 34°33'13" E, 373.41'), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE PROCEED ALONG SAID EASTERLY RIGHT OF WAY LINE, S 43°28'19" E, A DISTANCE OF 997.94' TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 2914.93'; THENCE PROCEED ALONG THE ARC OF SAID CURVED EASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 8°56'00", AN ARC DISTANCE OF 454.48', (CHORD BEARING AND DISTANCE = S 39°00'19" E, 454.02') TO THE POINT OF TANGENCY OF SAID CURVE; THENCE PROCEED ALONG SAID EASTERLY RIGHT OF WAY LINE, S 34°32'19" E, A DISTANCE OF 555.09' TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 2718.49'; THENCE PROCEED ALONG THE ARC OF SAID CURVED EASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 2°09'16", AN ARC DISTANCE OF 102.22' (CHORD BEARING AND DISTANCE = S 33°29'52" E, 102.21') TO A POINT BEING AT THE INTERSECTION OF THE SAID EASTERLY RIGHT OF WAY LINE AND THE SOUTHERN LINE OF COUNTRY CLUB ESTATES OF CRESTVIEW UNIT 1, AS PLATTED IN PLAT BOOK 8, PAGES 100 AND 101, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE PROCEED ALONG THE SAID SOUTHERN LINE OF THE SAID PLAT N 89°49'47" E, A DISTANCE OF 1114.36'; THENCE PROCEED ALONG THE EAST LINE OF THE SAID PLAT N 00°02'40" E, A DISTANCE OF 560.00' TO THE SOUTHERN POINT OF FOXWOOD ESTATES OF CRESTVIEW, UNIT II, AS PLATTED IN PLAT BOOK 9, PAGES 69 AND 70; THENCE PROCEED ALONG THE EAST LINE OF SAID FOXWOOD ESTATES, N 00°02'40" E, A DISTANCE OF 422.05' TO A POINT ON THE SOUTHERN LINE OF SAID FOXWOOD ESTATES; THENCE PROCEED ALONG THE SAID SOUTHERN LINE S 89°57'34" E, A DISTANCE OF 811.52' TO A POINT ON THE EAST LINE OF SAID FOXWOOD ESTATES AND ALSO BEING ON THE EAST LINE OF SECTION 26; THENCE PROCEED ALONG THE SAID EAST LINE, N 00°00'13" E, A DISTANCE OF 500.00' TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED, CONTAINING 202.29 ACRES, MORE OR LESS.

SECTION 3 – REFERENDUM.

3.1 A referendum election shall be held on November 3, 2020 to determine whether the area proposed to be annexed to the City of Crestview shall be annexed.

3.2 The result of such election shall be determined by a majority of the registered electors of the area proposed to be annexed.

3.3 The ballot title shall appear on the official ballot in the following form:

ANNEXATION QUESTION:

Ordinance 1775 allows for the annexation of the area generally known as Foxwood Estates and Foxwood Country Club.

Shall the City of Crestview annex the property as described in Ordinance 1775?

☐ **YES** For Annexation

☐ **NO** Against Annexation

PREGUNTA DE ANEXCION:

Ordenanza 1775 permite la anexión de la zona generalmente conocida como Foxwood Estates y Foxwood Country Club.

¿La ciudad de Crestview anexará la propiedad como se describe en la Ordenanza 1775?

☐ **SI** Para la anexión

☐ **NO** Contra la anexión

3.4 Absentee paper ballots may be used by registered electors of the area proposed to be annexed for voting on this question for any reason set forth and prescribed in the Florida Statutes. The form of such absentee ballot shall be in accordance with the requirements prescribed by the election laws of Florida and shall have printed thereon the substance hereinabove set forth.

3.5 Notice of such referendum on annexation shall be published once each week for 2 consecutive weeks immediately preceding the date of the referendum in a newspaper of general circulation in the City of Crestview. The notice shall give the ordinance number (Ordinance 1775 of the City of Crestview), the time and places for the referendum, and a brief, general description of the area proposed to be annexed. The description shall include a map clearly showing the area and a statement that the complete legal description by metes and bounds and the ordinance can be obtained from the office of the City Clerk.

3.6 The Okaloosa County Supervisor of Elections is authorized to conduct the referendum on behalf of the City of Crestview.

SECTION 4 – AUTHORIZATION OF OFFICERS. The City Clerk and City Manager are hereby authorized and directed to take all appropriate actions necessary to carry out the provisions of this resolution.

SECTION 5 – SEVERABILITY. If any word, phrase, sentence, paragraph or provision of this resolution or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this resolution which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this resolution are declared severable.

SECTION 6 – SCRIVENER’S ERRORS. The correction of typographical errors which do not affect the intent of this resolution may be authorized by the City Manager or the City Manager’s designee, without public hearing, by filing a corrected or re-codified copy with the City Clerk.

SECTION 7 – RESOLUTION TO BE LIBERALLY CONSTRUED. This resolution shall be liberally construed in order to effectively carry out the purposes hereof.

SECTION 8 – EFFECTIVE DATE. This resolution shall take effect immediately upon its adoption.

DULY ADOPTED THIS ____ DAY OF August 2020.

CITY COUNCIL OF THE CITY OF CRESTVIEW,
FLORIDA

By: J.B. WHITTEN
Mayor

ATTEST:

ELIZABETH M. ROY
City Clerk



Staff Report

CITY COUNCIL MEETING DATE: August 24, 2020

TYPE OF AGENDA ITEM: Purchase / Contract

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jessica Leavins, HR Specialist
DATE: 8/18/2020
SUBJECT: Timeclock Plus Contract

BACKGROUND:

The City of Crestview currently has over 200 employee who are all paid weekly. The city currently records time worked and leave requests by hand.

This process is labor intensive, inefficient, and can lead to inaccuracies.

Additionally, the current system requires an excessive amount of contact between employees which could result in an unnecessary risk of the spread of COVID-19.

DISCUSSION:

Electronic time-clocks provide many benefits to both the employer and employee. This system will not only alleviate many of the administrative burdens related to payroll, but also allows supervisors to better ensure efficiency within their departments.

Employees will be able to check their leave balance, apply for time off, and select available overtime shifts.

Additionally, this purchase would allow for hands free time punches and minimize person to person contact for the payroll process therefore reducing the risk of COVID-19 transmission. TimeClock Plus partners with Central Square, our current financial software provider allowing for seamless integration.

Timekeeping is regulated by the Federal Fair Labor Standards Act. This software will assist staff with ensuring compliance with the Fair Labor Standards Act by assisting with the accurate recording of time.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

FINANCIAL IMPACT

The estimated cost for program implementation is not to exceed \$50,000. This includes software, hardware, training, and consulting fees.

The purchase and setup of this timekeeping system will be included in the CARES Act funding request due to its reduction in the risk of COVID-19 Transmission.

It is expected that upon implementation staff will be able to actualize a cost savings due to a reduction in the time spent processing payroll.

RECOMMENDED ACTION

Staff respectfully requests City Council approval for the City Manager and the City Attorney to finalize the terms of the contract with an initial cost not to exceed \$50,000.00.

Attachments

1. 2020.04_CentralSquare_TimeClock Plus License Agreement
2. Quote496115.PDF City of Crestview
3. Crestview, FL - TimeClock Plus (Final)

TimeClock Plus OnDemand License Agreement

THIS TIMECLOCK PLUS ONDEMAND LICENSE AGREEMENT (the "Agreement") is entered into

as of August 24, 2020, ("Effective Date"), by and between **TimeClock Plus, LLC**, a Delaware limited liability company with its principal office located at 1 Time Clock Drive, San Angelo, TX

76904 ("TCP"), and the City of Crestview, with its principal office

located at 198 Wilson St N Crestview, FL 32539. ("Client").

WHEREAS, TCP and Client (the "Parties") desire to enter into this Agreement for the provision of hosted services by TCP to Client, as provided herein.

NOW, THEREFORE, in reliance on the mutual covenants and promises, representations and agreements set forth herein, the Parties agree as follows:

1. Definitions.

1.1 "Active Employee" means an Employee that has not been marked as either terminated or suspended within the TCP Services for whom Client is required to pay a fee under this Agreement.

1.2 "Affiliate" means any parent or subsidiary corporation, and any corporation or other business entity controlling, controlled by or under common control with a Party.

1.3 "Biometric Data" means any information based on an individual's retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry which is used to identify an individual, regardless of how it is captured, converted, stored or shared.

1.4 "Client Data" means all of Client's data processed or stored by or transmitted to TCP in connection with the TCP Services, including, without limitation, all Personal Data contained therein.

1.5 "Designated User" means an individual Employee who is authorized by Client to use the TCP Services on behalf of the Client, and whose Personal Data may be processed or stored by or transmitted to TCP in connection with the TCP Services.

1.6 "Employee" means Client's individual employee, worker, consultant, substitute or contractor.

1.7 "Global Data Privacy Policy" means TCP's Global Data Privacy Policy located at <https://www.timeclockplus.com/privacy>, as updated from time to time.

1.8 "Hardware Support and Maintenance Agreement" means any agreement that extends services to current TimeClock Plus terminals, clocks, and biometric devices, and maintenance releases for related products purchased or licensed by the Client from TCP or a registered reseller.

1.9 "Initial Term" has the meaning set forth in Section 10.

1.10 “Monthly Employee Fee” means TCP’s then current fees applicable for each of Client’s Employees based on the aggregated Permissions, to access and use the TCP Services measured over the course of each calendar month, as outlined on an invoice or CentralSquare Order Form. This fee may be prorated during the first month of the Initial Term, and may be prorated for the last month of the Initial Term.

1.11 “Order Form” means a written document mutually agreed upon and executed by the Parties for ordering products and/or services, and which expressly incorporates the terms of this Agreement.

1.12 “Permissions” means the permission(s) granted to Client’s Employees to access features within TCP Services, as outlined on an invoice or Order Form. Permissions are applied within the TCP Services by Client’s Designated Users.

1.13 “Personal Data” means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Employee or Designated User.

1.14 “Subprocessor” means any third party entity that processes Personal Data on behalf of TCP and to which TCP discloses Personal Data for a business purpose pursuant to a written contract, provided that the contract prohibits such entity from retaining, using, or disclosing the Personal Data for any purpose other than for the specific purpose of performing the services identified in such contract.

1.15 “Supported Hardware” means any hardware purchased from TCP that is coverable under a TCP Support and Maintenance Agreement.

1.16 “TCP Services” means the hosted TimeClock Plus software application hosted by TCP in accordance with TCP’s then-current hosting environment, any associated documentation, and any ancillary services described in this Agreement or an Order Form.

1.17 “TCP Technology” means the computer hardware, software and other tangible equipment and intangible computer code contained therein used by TCP in the provision of the TCP Services.

1.18 “Term” has the meaning set forth in Section 10.

1.19 “Use Fees” means the fees set forth on the applicable invoice or CentralSquare Order Form, including, but not limited to, Monthly Employee Fees and Hardware Support and Maintenance Agreement Fees.

2. Delivery of Services.

2.1 TCP Services. Subject to the terms and conditions of this Agreement and the Global Data Privacy Policy, TCP grants to Client, its Affiliates and their Designated Users a limited, non-transferable (except in compliance with Section 22), nonexclusive right and subscription license to access and use the TCP Services during the Term only for the internal business purposes of processing, storing and maintaining Client Data. TCP shall provide to Client the TCP Services during the Term in accordance with the terms and conditions of this Agreement, the Global Data Privacy Policy, and any additional terms outlined in an Order Form or Hardware Support and Maintenance Agreement, as applicable.

2.2 Client Responsibilities. Client’s use of the TCP Services is subject to the terms of this Agreement, the Global Data Privacy Policy and any additional terms outlined in an Order Form or Hardware Support and Maintenance Agreement, as applicable.

2.2.1 Access. Client is responsible for maintaining the confidentiality of Client's account and password and for restricting access to its computer systems, and Client agrees to accept responsibility for all activities that occur under Client's account or password, including but not limited to any acts or omissions by Designated Users. Client shall inform each Designated User of the terms and conditions governing such Designated User's use of the TCP Services as set forth herein, and shall cause each Designated User to comply with such terms and conditions. Client acknowledges that TCP is not responsible for third party access to Client's account, including, without limitation, third party access that results from theft or misappropriation of Client's account. TCP reserves the right to refuse or cancel service or terminate accounts, in its sole discretion.

2.2.2 Restrictions on Use. Client acknowledges and agrees that Client will not use the TCP Services for the benefit of any third party. Client agrees not to, not to attempt to, nor allow any third party to: (i) use the TCP Services in any manner that could damage, disable, overburden, or impair TCP's servers or networks or interfere with any other party's use and enjoyment of the TCP Services; (ii) attempt to gain unauthorized access to any services, user accounts, computer systems, or networks through hacking, password mining, or any other means; (iii) copy, distribute, rent, lease, lend, sublicense or transfer the TCP Services, make the TCP Services available to any third party or use the TCP Services on a service bureau or time sharing basis, (iv) decompile, reverse engineer, or disassemble the TCP Services or otherwise attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the TCP Services, (v) create derivative works based on the TCP Services; (vi) modify, remove, or obscure any copyright, trademark, patent or other notices or legends that appear on the TCP Services or during the use and operation thereof; (vii) publicly disseminate performance information or analysis (including benchmarks) relating to the TCP Services; (viii) use the TCP Services to develop a competitive product offering; or (ix) use the TCP Services in a manner which violates or infringes any laws, rules, regulations, third party intellectual property rights, or third party privacy rights. Client may not use any automated means, including agents, robots, scripts, or spiders, to access or manage the TCP Services, except solely to the extent as may be specifically enabled and authorized by TCP in writing. TCP may take any legal and technical measures to prevent the violation of this provision and to enforce this Agreement.

2.3 Third Party Services.

2.3.1 Client may require the TCP Services to interoperate with platforms or other online services operated by third parties ("Third-Party Platforms") pursuant to an agreement between TCP and the operators of such Third-Party Platforms, an agreement between Client and the operators of such Third-Party Platforms, or through application programming interfaces ("APIs") or other means of interoperability which are generally made available by such operators.

2.3.2 Client hereby grants TCP the limited right to access such Third-Party Platforms with Client's credentials and on behalf of the Client in connection with the performance of the TCP Services. Client acknowledges and agrees that TCP's agreements with the operators of such Third-Party Platforms and the terms governing the use of APIs may be modified, suspended or terminated at any time, and TCP shall have no liability with respect to any such modification, suspension or termination. Client is responsible for ensuring that its use of the TCP Services in connection with any Third-Party Platform, and TCP's access to such Third-Party Platforms on Client's behalf, complies with all agreements and terms applicable to such Third-Party Platform.

2.4 Client Data.

2.4.1 General. Client hereby grants TCP a worldwide, royalty-free, non-exclusive, limited license to use, host, copy, transmit, display, modify and create derivative works of Client Data for the express purpose of providing the TCP Services. Client acknowledges and agrees that it will determine the means and purposes of processing Client Data, and that TCP acts solely as a service provider that processes Client Data on behalf of and at the direction of Client for the sole

purpose of performing the TCP Services under this Agreement. Client is responsible for ensuring that all Designated Users who provide instructions to TCP on Client's behalf are authorized to do so. Client shall have sole responsibility for the accuracy, quality, content, legality and use of Client Data and the means by which any Personal Data is obtained from Designated Users and Employees and transferred to TCP, and Client is solely responsible for any transfer of Personal Data to any third party data controller or data processor (e.g., human resources or payroll application), and TCP shall have no liability in connection therewith. Client agrees to implement data protection-related procedures that will not be less protective than those imposed on TCP by this Agreement and the Global Data Privacy Policy.

2.4.2 Restrictions on TCP's Processing of Client Data. TCP is expressly prohibited from processing any Client Data for any purpose other than for the specific purpose of performing the TCP Services, unless requested by Client or required by applicable law. TCP is expressly prohibited from selling Personal Data under any circumstances and for any purpose. No other collection, use, disclosure or transfer (except to Subprocessors in accordance with Section 2.4.3) of Client Data is permitted without the express prior written instruction of Client. TCP acknowledges and agrees that it understands and will comply with each of the restrictions and obligations set forth in this Section 2.4.2.

2.4.3 Subprocessors. TCP has appointed Subprocessors for the purpose of providing data hosting and security services. Client acknowledges and agrees that Subprocessors may process Client Data in accordance with the terms of this Agreement, the Global Data Privacy Policy and any Order Form. TCP's agreements with its Subprocessors impose data protection-related processing terms on such Subprocessors that are not less protective than the terms imposed on TCP in this Agreement and the Global Data Privacy Policy. The Global Data Privacy Policy contains an overview of the categories of Subprocessors involved in the performance of the relevant TCP Services. The appointment of a Subprocessor to perform part or all of the TCP Services hereunder shall not relieve TCP of any liability under this Agreement.

3. Data Security.

3.1 Security Standards.

3.1.1 TCP shall implement reasonable security procedures consistent with industry standards to protect Client Data from unauthorized access, including without limitation (i) industry-standard encryption of data at rest within TCP's data centers; (ii) web application firewalls; (iii) virus detection and anti-virus software; (iv) authentication techniques, such as user names and passwords, or authorization formats, which limit access to particular TCP personnel; and (v) additional security controls consistent with SOC 2 Type II reporting standards.

3.1.2 The Parties shall implement administrative, technical and physical security procedures consistent with industry standards and applicable data protection laws to protect Client Data from unauthorized access, including by adopting access policies that prevent the internal sharing or inadvertent communication of login credentials.

3.1.3 Client is responsible for reviewing the information made available by TCP relating to data security and making an independent determination as to whether the TCP Services meet Client's requirements and obligations under applicable data protection laws. Client acknowledges that data security measures taken by TCP are subject to technical progress and development and TCP may update or modify such security measures from time to time, provided that such updates and modifications do not result in the degradation of the overall security of the TCP Services.

3.2 Security Breach Notifications. TCP will promptly report to Client any unauthorized access to Client Data within TCP's or its Subprocessors' systems upon discovery and in accordance with applicable data breach notification laws. TCP will use diligent efforts to promptly

remedy any breach of security that permitted such unauthorized access. TCP's notification of or response to any security incident under this Section 3.2 shall not be construed as an acknowledgment by TCP of any fault or liability with respect to such security incident.

3.3 Data Backup and Retention. TCP shall undertake commercially reasonable efforts to backup Client Data with a restore point objective of twenty-four (24) hours. Client Data shall be backed up and retained in accordance with TCP's retention policy as set forth in the Global Data Privacy Policy.

4. **Data Privacy**. TCP will process Employee Personal Data in accordance with the terms of this Agreement, the Global Data Privacy Policy and all applicable data protection laws. Client must maintain its own data collection, disclosure, retention, and storage policies in compliance with applicable law.

4.1 Biometric Data. To the extent that Client collects, captures, stores, or otherwise uses Biometric Data relating to an individual, Client must (i) first inform the individual from whom Biometric Data will be collected, in writing and prior to collecting his or her Biometric Data, that Biometric Data is being collected, stored, and/or used; (ii) indicate, in writing, the specific purpose(s) (which may not be other than employment-related purposes) and length of time for which Biometric Data is being collected, stored, and/or used; and (iii) receive a written release from the individual (or his or her legally authorized representative) authorizing the Client, TCP, TCP's third-party service providers (who are subject to restrictions no less restrictive than those imposed on TCP herein) to collect, store, and/or use the Biometric Data and authorizing the Client to disclose such Biometric Data to TCP and TCP's third-party service providers.

4.2 Requests. Client agrees to adopt a commercially reasonable policy for managing data requests from Designated Users and Employees, which policy shall safeguard the rights of such data subjects and respect the original purpose of such data collection. Client, as the Party which determines the means and purposes for processing Client Data, shall be responsible for receiving, investigating, documenting, and responding to all Designated User and Employee requests for inspection or erasure of Personal Data.

4.3 Assistance. If Client receives a request from a Designated User or Employee to exercise such individual's rights under applicable data protection laws, and Client requires TCP's assistance to respond to such request in accordance with applicable data protection laws, TCP shall assist the Client by providing any necessary information and documentation that is under TCP's control. TCP shall be given reasonable time to assist the Client with such requests in accordance with applicable law.

4.4 Privacy Policy. Where required by law, Client agrees to adopt a privacy policy in alignment with this Agreement and all applicable laws governing the collection, use, transfer and retention of Personal Data. Client agrees to provide TCP, upon reasonable request, Client's adopted privacy policy.

5. **Confidential Information**.

5.1 Each Party (the "Receiving Party") acknowledges that it will have access to certain confidential information of the other Party (the "Disclosing Party") concerning the Disclosing Party's business, plans, customers, software, technology and products, other information held in confidence by the Disclosing Party, and Personal Data. In addition, a Disclosing Party's confidential information will include (i) all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential, and (ii) the TCP Technology and related algorithms, logic, design, specifications, and coding methodology, and to the extent permitted by law, the terms and conditions of this Agreement, but not its existence (all of the foregoing being referred to as "Confidential Information").

5.2 The Receiving Party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the Disclosing Party's Confidential Information, and will take reasonable precautions to protect the confidentiality of such Confidential Information in at least the same manner as is necessary to protect its own Confidential Information and in accordance with applicable data protection laws. To the extent that the Receiving Party is permitted to retransmit any Confidential Information it receives from the Disclosing Party, the mode of retransmission must be at least as secure as the mode by which the Disclosing Party transmitted the Confidential Information to the Receiving Party.

5.3 Information will not be deemed Confidential Information hereunder if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information.

6. **Cooperation With Authorities.** If either Party is requested to disclose all or any part of any Confidential Information under a subpoena or inquiry issued by a court of competent jurisdiction or by a judicial or administrative agency or legislative body or committee, the Receiving Party shall (i) immediately notify the Disclosing Party of the existence, terms and circumstances surrounding such request; (ii) consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow such request and cooperate with the Disclosing Party on any such steps it considers advisable; and (iii) if disclosure of the Confidential Information is required or deemed advisable, exercise its best efforts to obtain an order, stipulation or other reasonably acceptable assurance that the Confidential Information or part thereof required to be disclosed shall retain its confidentiality and remain otherwise subject to this Agreement. Although TCP will not systematically monitor the Client Data, TCP reserves the right, upon prior written notice to Client, to remove access to Client Data to comply with applicable law, provided, however, that access to such Client Data will be restored upon a mutual determination of the Parties that such Client Data is in compliance with, or has been modified to be in compliance with, applicable law.

7. **Supplemental Services; Master Agreement.**

7.1 CentralSquare may provide to Client supplemental services in accordance with a Statement of Work or a separate services agreement.

7.2 Client may elect to purchase additional products and services via Order Forms from time to time. The Parties agree that this Agreement is a master agreement such that additional transactions will be governed by the terms and conditions hereof. Pricing for additional transactions shall be in accordance with CentralSquare's then-current pricing schedule.

8. **Use Fees.**

8.1 In consideration for the performance of the TCP Services, Client shall pay CentralSquare the Use Fees. During the Term, Client will be billed in advance an amount equal to the annual charges as indicated in the applicable invoice or Order Form

8.2 Section Reserved

8.3 TCP Services charges will be equal to the number of total Active Employees multiplied by the Monthly Employee Fee which is based on the aggregated Permissions for each Active Employee. Client is responsible for Monthly Employee Fees for the total number of Active Employees who are made active during any calendar month. Client may add additional Employees or Permissions as desired each month, by paying the Monthly Employee Fees on the next billing cycle. Client agrees to promptly update the status in the TCP Services for any Active Employee who has been terminated or suspended.

8.4 Employees added at any time during a calendar month will be charged in full for that billing period. Because Client is billed in advance for TCP Services, if Client increases its Active Employee count or increases Permissions during a calendar month, Client will receive an invoice reflecting the increased Active Employee count with overage charges incurred from the previous month and prorated over the number of months remaining in the Term.

8.5 Hardware Support and Maintenance charges will be equal to the percentage set forth in the applicable Hardware Support and Maintenance Agreement multiplied by the total purchase price of the Supported Hardware.

9. Section Reserved

10. **Term; Guaranteed Payment.** This Agreement commences on the Effective Date and, unless terminated earlier in accordance with Section 11, will remain in effect for the initial term of one (1) year(s) ("Initial Term"), and then shall automatically renew for subsequent one (1) year terms thereafter, unless either Party gives written notice of non-renewal at least ninety (90) days prior to the end of the then current term (the Initial Term and subsequent renewal terms being referred to as the "Term"). Any associated Hardware Support and Maintenance Agreement for Supported Hardware which is incorporated with the TCP Services shall also automatically renew for subsequent one (1) year terms thereafter.

11. **Termination for Cause.** A Party may terminate this Agreement for cause if (i) the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, or in the case of failure to pay Use Fees, thirty (30) days; (ii) the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors; or (iii) the other Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing. Notwithstanding the foregoing, if a material breach by Client, by its nature, cannot be cured, TCP may terminate this Agreement immediately.

12. **Effect of Termination.** Without prejudice to any right or remedy of a Party with respect to the other Party's breach hereunder, upon the effective date of any termination of this Agreement:

12.1 TCP's obligation to provide the TCP Services shall immediately terminate;

12.2 after such termination and upon Client's reasonable request, no later than thirty (30) days from termination, TCP shall provide Client Data to Client in a SQL database file format; and

12.3 within thirty (30) days of such termination, each Party will destroy or return all additional Confidential Information of the other Party in its possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement.

13. **Intellectual Property Ownership.** Subject to the limited rights expressly granted hereunder, TCP reserves all right, title and interest in and to the TCP Services and TCP Technology, including all intellectual property rights embodied therein, which shall remain the sole and exclusive property of TCP or its licensors. No rights are granted to Client hereunder other than as expressly set forth herein. This Agreement does not transfer from TCP to Client any ownership interest in the TCP Services or TCP Technology, and does not transfer from Client to TCP any ownership interest in Client Data.

14. **Client Representations and Warranties.**

14.1 Client represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of Client's obligations and use of the TCP Services by Client, its Designated Users and Employees will not violate any applicable laws, including all applicable domestic and international data protection laws, or cause a breach of duty to any third party, including Employees.

14.2 Client represents and warrants that all Personal Data included in the Client Data has been collected from all Employees and Designated Users and will be transferred to TCP in accordance with all applicable data protection laws, including, but not limited to, the EU General Data Protection Regulation 2016/679 and the Illinois Biometric Information Privacy Act, to the extent applicable. Client acknowledges and agrees that (i) TCP is a service provider and processes Client Data solely on behalf of and at the direction of Client, and exercises no control whatsoever over the content of the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP, and (ii) it is the sole responsibility of Client to ensure that the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.

14.3 Client represents and warrants that its Affiliates' use of the TCP Services, if any, shall not relieve Client of any liability under this Agreement, and Client shall be responsible and liable for the acts and omissions of its Affiliates hereunder as if performed or omitted by Client.

14.4 In the event of any breach of any of the foregoing representations or warranties in this Section 14, in addition to any other remedies available at law or in equity, TCP will have the right to suspend immediately any TCP Services if deemed reasonably necessary by TCP to prevent any harm to TCP and its business. TCP will provide notice to Client and an opportunity to cure, if practicable, depending on the nature of the breach. Once cured, TCP will promptly restore the TCP Services.

15. **TCP Representations and Warranties.** TCP represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the TCP Services to Client will not violate any applicable laws or regulations of the United States or cause a breach of any agreements between TCP and any third parties.

16. **Mutual Representations and Warranties.** Each Party represents and warrants that it has implemented a comprehensive written information security program that includes appropriate administrative, technical and physical safeguards to: (i) ensure the safety and confidentiality of Personal Data; (ii) protect against unauthorized access to and use of Personal Data; (iii) protect against anticipated threats or hazards to the security or integrity of Personal Data, and (iv) comply with applicable data protection laws.

17. **Limited Warranty.** TCP represents and warrants that the TCP Services and related products as described with this Agreement will perform in accordance with all TCP published documentation, contract documents, contractor marketing literature, and any other communications attached to or referenced in this Agreement, and that the TCP Services will be free of errors and defects that materially affect the performance of the TCP Services ("Limited

Warranty”). Client’s sole and exclusive remedy for breach of the Limited Warranty shall be the prompt correction of non-conforming TCP Services at TCP’s expense.

18. **Warranty Disclaimer.** EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 17 (LIMITED WARRANTY), THE TCP SERVICES ARE PROVIDED BY TCP ON AN “AS IS” BASIS, AND CLIENT’S USE OF THE TCP SERVICES IS AT CLIENT’S OWN RISK. TCP AND ITS SUPPLIERS DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AGAINST HIDDEN DEFECTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TCP DOES NOT WARRANT THAT THE TCP SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NOTHING STATED OR IMPLIED BY TCP WHETHER THROUGH THE TCP SERVICES OR OTHERWISE SHOULD BE CONSIDERED LEGAL COUNSEL. TCP HAS NO RESPONSIBILITY TO NOTIFY CLIENT OF ANY CHANGES IN THE LAW THAT MAY AFFECT USE OF THE TCP SERVICES. ANY ORAL STATEMENT OR IMPLICATION BY ANY PERSON CONTRADICTING THE FOREGOING IS UNAUTHORIZED AND SHALL NOT BE BINDING ON TCP. CLIENT ACKNOWLEDGES THAT IN ENTERING INTO THIS AGREEMENT, CLIENT HAS RELIED UPON CLIENT’S OWN EXPERIENCE, SKILL AND JUDGMENT TO EVALUATE THE TCP SERVICES AND THAT CLIENT HAS SATISFIED ITSELF AS TO THE SUITABILITY OF SUCH SERVICES TO MEET CLIENT’S BUSINESS AND LEGAL REQUIREMENTS.

19. **Indemnification.**

19.1 Client hereby acknowledges and agrees that TCP may not be aware of all rights available to Client’s Designated Users or Employees under all data protection regimes. Client shall indemnify, defend and hold harmless TCP, its Affiliates, Subprocessors, officers, managers, directors, employees, agents, advisors and other representatives (the “TCP Indemnitees”) from and against any lawsuit, liability, loss, cost or expense (including reasonable attorneys’ fees) actually incurred or suffered by TCP Indemnitees of every kind and nature to the extent caused by or resulting from (i) any breach of a representation or warranty made by Client under this Agreement; or (ii) a third-party claim made against a TCP Indemnitee arising from or related to Client’s failure to comply with any applicable domestic or foreign data protection laws or regulations. Client shall have the right to control any defense provided pursuant to this Section 19.1, provided, however, that Client shall not, without TCP’s prior written consent, (A) enter into any settlement or compromise or consent to the entry of any judgment that does not include the delivery by the claimant or plaintiff to the applicable TCP Indemnitee of a written release from all liability in respect of such third party claim, or (B) enter into any settlement or compromise with respect to any third party claim that may adversely affect the applicable TCP Indemnitee other than as a result of money damages or other monetary payments that are indemnified hereunder.

19.2 TCP will indemnify, defend and hold harmless Client and its Affiliates (the “Client Indemnitees”) from and against any lawsuit, liability, loss, cost or expense actually incurred or suffered by a Client Indemnitee of every kind and nature to the extent caused by or resulting from a third-party claim made against a Client Indemnitee that the TCP Technology infringes on any U.S. intellectual property right of a third party; provided, however, that TCP is notified in writing of such claim promptly after such claim is made upon Client. TCP shall have the right to control any defense provided pursuant to this Section 19.2. In no event shall Client settle any such claim without TCP’s prior written approval. If such a claim is made or if the TCP Technology, in TCP’s opinion, is likely to become subject to such a claim, TCP may, at its option and expense, either (i) procure the right to continue using the TCP Technology or portion thereof, or (ii) replace or modify the TCP Technology or portion thereof so that it becomes non-infringing. If TCP determines that neither alternative is reasonably practicable, TCP may terminate this Agreement with respect to the portion of the TCP Technology infringing or alleged to infringe. TCP shall have no liability or obligation under this Section 19.2 if the claim arises from (i) any alteration or modification to the TCP Technology other than by TCP, (ii) any combination of the TCP Technology with other

programs or data not furnished by TCP, or (iii) any use of the TCP Technology prohibited by this Agreement or otherwise outside the scope of use for which the TCP Technology is intended.

20. **Liability Limitation.** Except for claims arising out of Section 19.2 (TCP's Intellectual Property Indemnity) and Section 5 (Confidential Information), in no event shall TCP's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, exceed the sum of amounts paid by Client to TCP during the six (6) months immediately prior to the date of the claim.

21. **Notices.** Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, to the address set forth on the initial page hereof.

22. **Assignment.** This Agreement shall not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld; provided, however, that either Party may, without the prior consent of the other, assign all of its rights under this Agreement to (i) such Party's parent company or a subsidiary of such Party, (ii) a purchaser of all or substantially all of such Party's assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which such Party is participating. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

23. **Continuing Obligations.** Those clauses the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the expiration or termination hereof, such clauses to include the following: (i) any and all warranty disclaimers, limitations on or limitations of liability and indemnities granted by either Party herein; (ii) any terms relating to the ownership or protection of intellectual property rights or Confidential Information of either Party, or any remedy for breach thereof; and (iii) the payment of taxes, duties, or any money to either Party hereunder.

24. **Marketing.** During the Term hereof, Client agrees that TCP may publicly refer to Client, orally and in writing, as a customer of TCP. Any other reference to Client by TCP requires the written consent of Client.

25. **Force Majeure.** Except for the obligation to make payments, neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, terrorism, acts of God, epidemic, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or complete or partial failure of the Internet (not resulting from the actions or inactions of TCP), provided that the delayed Party: (i) gives the other Party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

26. **Dispute Resolution.** For any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination, interpretation or invalidity thereof or any Invoice, or Order Form, the Parties shall endeavor for a period of two (2) weeks to resolve the Dispute by negotiation. This period may be extended by mutual agreement of the Parties. In the event the Dispute is not successfully resolved, the Parties agree to submit the Dispute to litigation in a court of competent jurisdiction.

27. **Waiver of Jury Trial.** EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND

ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 27.

28. **Class Action Waiver.** THE PARTIES WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

29. **Applicable Law; Jurisdiction; Limitations Period.** This Agreement shall be construed under the laws of the State of Texas, without regard to its principles of conflicts of law. To the extent permitted by law, no action, regardless of form, arising out of this Agreement may be brought by either Party more than one (1) year after the cause of action has arisen.

30. **Counterparts; Facsimile Signatures.** This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature page of any such counterpart, or any email transmission thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any email transmission of any signature of a Party shall be deemed an original and shall bind such Party.

31. **Miscellaneous.** This Agreement constitutes the entire understanding of the Parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the Parties. In the case of any conflict between this Agreement and the Global Data Privacy Policy, the Global Data Privacy Policy shall control. The failure of either Party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such Party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

[Signature Page Follows]

Accepted by:

Client

TimeClock Plus, LLC

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Quote	Customer	Quote Date
496115	229529	06/23/2020

CUSTOMER
City Of Crestview Elizabeth Roy (850) 682-1560 198 N Wilson St Crestview, FL 32536-3436

Rep	Entry	Method of Shipment	Method of Payment
DCONAWAY	DCONAWAY	UPS Ground	Purchase Order Net30

Stock No.	Ordered	Description	Unit Cost	Total
		Annual Hardware Support (\$3,147.75)		
1099-240	1	Hardware Maintenance (Exchange Replacement Service)	3,147.75	3,147.75
		RDT Touch 400 with Indalla/iClass Reader (\$15,738.75)		
244-112	6	RDT Touch 400 HID Proximity	2,316.00	13,896.00
50-132	225	Proximity Badges (37 bit) - Encoded 300/400	8.19	1,842.75
Valid for 7 days. Expires 06/30/2020.				



Subtotal:	18,886.50
S & H:	49.28
Tax:	1,230.83
Total:	20,166.61

Superion, LLC, A CentralSquare company

Add-On Quote

Quote Prepared For:

Elizabeth Roy, City Clerk
City of Crestview
198 N. Wilson
CRESTVIEW, FL, 32536
(850) 682-1560

Date: 06/24/20

Quote Number: Q-00025245 **Valid Until:**

09/28/20

Quote Prepared By:

Keegan Wetzel, Associate Account Manager
CentralSquare Technologies
1000 Business Center Drive
Lake Mary, FL 32746
Phone: +14073043058 Fax:
keegan.wetzel@centralsquare.com

Thank you for your interest in our company and our software and services solutions. Please review the below quote and feel free to contact Keegan Wetzel with any questions.

Cloud/Hosted Fees

Product Name	Quantity	Amount
NaviLine Time & Attendance Interface-Generic	1	3,780.00
Total		3,780.00

Third-Party Subscription Fees

Product Name	Quantity	Subscription Fee
TimeClock Plus Cloud	225	10,800.00
TimeClock Plus Advanced Scheduling Cloud	65	1,950.00
Total		12,750.00

Professional Services Consulting

Product Name	Amount
TimeClock Plus Professional Services	1,280.00
Total	1,280.00

Project Management

Product Name	Amount
TimeClock Plus Professional Services	640.00
Total	640.00
Total Professional Services	1,920.00

Third-Party Professional Services
Training

Product Name	Amount
TimeClock Plus Cloud	11,250.00
Total	11,250.00
Total Third-Party Professional Services	11,250.00

Summary

Product/Service	Amount	
Cloud/Hosted Annual Access Fees	3,780.00	
Professional Services	1,920.00	
Subtotal	5,700.00	USD
Third-Party Subscription Fees	12,750.00	
Third-Party Professional Services	11,250.00	
Subtotal	24,000.00	USD
Total	29,700.00	USD

See Product notes in the Additional Information Section

Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:

Do not pay from this form. Customer will be invoiced for the fees set forth after execution.

If applicable, annual Access, Subscription and/or Cloud/Hosting Fees will be invoiced annually after the initial term.

Maintenance Service and Support Fees (including third party products) are included with purchase for the initial term and will be invoiced annually after the initial term.

License, Start-up and Third Party software and/or hardware Fees are due at execution.

Training Fees and Travel Expenses are due as incurred. All other Professional Services will be Fixed Fee, due at execution.

Custom Modifications and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion.

Pricing for professional services provided under this quote is a good faith estimate based on the information available at the time of execution. The total amount may vary based on the actual number of hours of services required to complete the services. If required, additional services can be provided on a time and materials basis at CentralSquare's then-current hourly rates for the services at issue. For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Additional Terms:

This Amendment will become effective as of the date first written above. Except as expressly provided in this Amendment, all terms and provisions of the existing Agreement between the Parties are and will remain in full force and effect and are hereby ratified and confirmed by the Parties.

Elizabeth Roy, City Clerk
City of Crestview

Authorized Signature: _____

Printed Name: _____

Date: _____

Additional Information Section

Product Notes:



Staff Report

CITY COUNCIL MEETING DATE: August 24, 2020

TYPE OF AGENDA ITEM: Purchase / Contract

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM:
DATE: 8/18/2020
SUBJECT: SmartCop Purchase Contract

BACKGROUND:

Currently Public Safety Dispatch is working with an outdated Computer Aided Dispatch (CAD) program from Sunguard.

City Council gave their approval to purchase, from this years budget, the SMARTCOP CAD Program which is more reliable, functional, and has the capabilities of interoperability with the County.

DISCUSSION:

SmartCop has proven themselves by working with Okaloosa County Sheriff's Office for several years with little to no issues. SmartCop is located in Pensacola so they are close by for better support.

The program is completely integrated with several different software's resulting in dispatch operating only one program. With the County using the same program, the two data bases can be shared for better communication between Law Enforcement agencies.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Quality of Life- these areas focus on the overall experience when provided by the city.

Safety- Ensure the continuous safety of citizens and visitors

FINANCIAL IMPACT

Total Financial impact is :

SmartCop - 323,256.00

Annual Maintenance Fee - 48,452.00

Hardware \$35,000.00

RECOMMENDED ACTION

Staff respectfully requests City Council approval for the City Manager and the City Attorney to negotiate the final terms of the contract to purchase SMARTCOP as provided.

Attachments

1. SmartCOP - FL City of Crestview - Scope of Services
2. SmartCOP - FL City of Crestview - Software License and Service Agreement complete



August 4, 2020

Re: SmartCOP System Implementation

Chief Holland,

SmartCOP, a business unit of Harris Computer¹, is pleased to implement SmartCAD, SmartRMS, and SmartMOBILE to the City of Crestview.

SmartCOP engages in system development, implementation, and support services for a fully integrated solution of public safety software products. Our solution is a field-proven public safety system designed to respond to the demands of the City of Crestview

We are proud to not only be a vendor who offers differentiated, value-added products, but also to be a partner in the truest sense.

Our main point of contact for purposes of this proposal is Michael Snyder who is available at (850) 232-4846 to discuss any questions or contractual matters relating to this proposal. The undersigned, Steven Williams, Vice President, has authority to bind SmartCOP, Inc. to any legal agreement negotiated with the City of Crestview.

We look forward to working in partnership with your agency to provide a state-of-the-art system that meets the public safety information needs of the County, while enhancing public safety.

Sincerely,

A handwritten signature in black ink that reads "Steven J. Williams".

Steven Williams
Vice President SmartCOP Operations

SW/ms

E-mail: steven.williams@smartcop.com

¹SmartCOP is a business unit of the Harris Operating Group of Constellation Software, Inc. N. Harris Computer Corp. is a member of the Harris Operating Group and is one of the legal entities that markets and distributes software products and services under the SmartCOP Software platform.

Products and Services

Based on business process meetings and information obtained by SmartCOP from the City of Crestview we are proposing the following products and services:

Project Management

SmartCOP will assign a dedicated Project Manager as the single point of contact for the duration of the implementation. The project manager leads the project and is empowered to make the necessary decisions to ensure a successful implementation. We highly recommend your agency assign a point of contact who is knowledgeable in law enforcement as well as the agency's business rules and workflow. The agency's project manager is a key ingredient to the project's success.

Our years of experience and implementations in numerous, comparable agencies ensure your agency will receive the benefit of a proven design, thoroughly tested in real-life scenarios. The key to our solution is its' configurability. The design process is actually encompassed in two tasks common to each module: Business Process and Standard Operating Procedure (SOP) discussions, and Validate Configuration.

During the Business Process and SOP Discussions, we work closely with your staff to identify current business rules, any processes or procedures you have identified for improvement, and together we will map your workflow to our system. This is an excellent opportunity for you to implement the best practices and improvements your team has identified.

Once the modules have been configured, you will have the opportunity to review, validate, and accept the configuration. Because your team has been involved in the up-front discussions, trained on the use of the configuration tools, and performed the validation, they will be thoroughly versed in the design as configured for your environment.

A detailed project plan will be provided and will include major milestones and related timelines for accomplishing each task. Additionally, a Statement of Work is provided.

Software Installation and Implementation

The SmartCOP software suite is a fully integrated solution. All third party tools and/or interfaces to third party devices have been thoroughly vetted as part of our product development and testing process. Any new data exchanges (interfaces) will be created in collaboration with the appropriate third party vendor and certified as *Accepted* by that vendor. The Implementation Plan defines these integration points and the timeline for interface installations.

SmartCOP provides comprehensive installation services for each of the product lines. We begin by providing recommended specifications for all servers, storage, communication and peripheral devices needed for a successful implementation. Additionally, we can assist the IT staff with initial configuration and setup. This helps ensure not only the appropriateness of the host environment, but also that staff members have the knowledge required to support the infrastructure in the future. All software installation is completed by SmartCOP. We have seasoned professionals with a wealth of experience for installing, configuring, and tuning our products to perform to the agency's environment. We have developed implementation tools, proven over time, to help deliver our software solution to the agency. By means of both on-site (as needed) and remote installation, we can efficiently and reliably install and perform base configuration of each software module.

For each software module that a customer purchases, SmartCOP follows a five-phase approach as outlined below:

Phase	Major Activities That Occur
Initiation	The initiation phase includes project kickoff meeting, statement of work meetings and signoff and project plan finalization.
Preparation	Agency preparation which includes network preparation, purchasing, and installation of necessary hardware and third party software, and providing remote access to SmartCOP server. If applicable, data conversion process begins. Business process meetings occur between agency and SmartCOP.
Configuration	SmartCOP delivers databases and software applications. System is configured by agency with input and guidance from SmartCOP. If applicable, agency performs data validation on converted data.
Implementation	System administration training User Training GoLive!
Closure Phase	Customer signoff on all deliverables Project and financial closure Transition of project to SmartCOP technical support

Software Deliverables

CAD (site license)

- This is a site license for City of Crestview Employees
- Five (5) licenses for ESRI Mapping Software
- Automatic Vehicle Location (AVL) Support
- State CJIS/NCIC Query Support
- ANI/ALI data import

RMS (site license)

- This is a site license and includes the following software modules:
 - Master Index (Persons, Vehicles, Business)
 - Offense and Arrest
 - Trespass Warnings
 - Field Interview Report
 - Tow Receipt
 - Traffic Citations
 - Traffic Warnings
 - Citizen Assists
 - Evidence Management
 - UCR/NIBRS Reporting

- Radar Log
- RMS Configuration
- Evidence Management

Mobile Software

- MCT CAD access for 41 computers
- MCT RMS Query Access for 40 computers
- MCT FCIC/NCIC Queries (persons, vehicles, boats, articles, guns) for 40 computers
- ESRI Runtime Standard Licensing for 40 computers
- Field Based Reporting
 - Offense and Arrest
 - Trespass Warnings
 - Field Interview Report
 - Tow Receipt
 - Traffic Citations
 - Traffic Warnings
 - Citizen Assists
 - Evidence Submission
 - Warrant Application
 - UCR/NIBRS Reporting
 - Radar Log
- Trancite – Easy Street Draw license for 40 computers

Administrative Module (site license)

- Employee Master (Personnel)
- Issued Property
- Fleet Management
- Paging/Notification
- Smart Reports
- SmartSHARE
- Training
- Analytics Package
- SmartIR – Citizen Incident Reporting
- FCIC/NCIC Communication Services
- FCIC/NCIC Parsing Engine (Provides parsing of driver license as well as vehicle and boat registration parsing)

Data Conversion

CAD Base Package	Historical CAD Call information data elements to include Call for Service Data, People, Vehicles, Property & Guns, Locations, Notes, Responding Units
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CAD Caution Notes	Caution Information, Caution Location, Caution Person, Caution Vehicle
RMS Traffic Package	Citation Data (Traffic Citations & Warnings / Faulty Equipment) To include data elements for People, Vehicles, Locations, & Business, Narrative
RMS Incidents/ Arrest Package	Incident Report & Arrest Report Data to include data elements for People, Vehicles, Property and Evidence, Locations, Business, Narrative, Person Photo (mugshot or other image) or SMT photo, and attachments.
Master Index	Conversion from legacy system Master Indexes to include data elements for Address, Vessel, Vehicle, Business and Organization, Names, demographic data, Photo (mugshot or other image) or SMT photo, Person attachments
Field Interviews	Field Interview Information to include data elements for People, Vehicles, Locations, Narrative, Field Interview attachments
Evidence Management x2	Evidence/Property Information to include data elements for Property/Evidence descriptors, Chain of custody, Attachments Migrate data from OSSI as well as USA Software

External Integration

- RapidSOS Interface
- Citation transmittal to County Clerk
- Crash report transmittal to DHSMV
- Fire Incident data export

Training and Installation Services

CAD Training

- 2 CAD end user classes; 8 hours each
- 1 CAD administrator / supervisor class; 4 hours each

Records Training

- 1 RMS class; 8 hours each
- 1 Evidence class; 4 hours each
- 1 Supervisor/Investigator class; 4 hours each
- Go Live Support; 8 hours
- 1 Evidence management class; 4 hours each



Mobile Training

- 2 LE MCT User Classes; 4 hours each
- 1 FD MCT User Classes; 2 hours each
- 2 FBR User Classes; 8 hours each
- Go Live Support; 8 hours

System Administrator Training

- 1 RMS/Mobile System Administrator Class; 4 hours each
- 1 Employee Master/Fleet/Property class; 8 hours each

Maintenance and Support

- Support and Maintenance of the SmartCOP system provided to the agency immediately after installation. Annual software maintenance will be assessed annually, payable immediately following go live of system.

CJIS Security Adherence

- SmartCOP conforms to all FBI CJIS Security requirements for vendors and as such all employees that will interact with your agency's criminal justice information have had fingerprint background checks performed as well as security training conducted.

Software Updates

- Customers on active maintenance agreements are entitled to all software updates at no additional charge. SmartCOP regularly updates their software based on enhancement requests from customers and other factors such as new hardware technologies, new industry standards, etc. SmartCOP also makes software functionality changes that are necessary to keep their software compliant, where applicable, with new or changed Federal, State or Local requirements impacting the agency's ability to meet such requirements within the intended scope of the currently installed SmartCOP software.

Pricing

See Appendix 1 - SmartCOP Product Schedule & Pricing

Acceptance

The agency named below verifies that the terms of this Scope of Work is acceptable. The parties hereto are each acting with proper authority by their respective companies.

	<u>Licensor</u>	<u>Licensee</u>
By:		_____
Printed Name:	<u>Steven Williams</u>	_____
Title:	<u>Vice President – Operations</u>	_____
Date:	<u>8/4/2020</u>	_____



SOFTWARE LICENSE AND SERVICES AGREEMENT

THIS AGREEMENT is made as of this _____ day of _____, 20____, by SmartCOP, Inc. ("Licensor"), with its principal place of business at 9165 Roe Street, Pensacola, FL 32514, and City of Crestview ("Licensee"), with its principal address at 198 North Wilson Street Crestview, FL 32536.

WHEREAS, Licensor has the exclusive right to license the public safety software suite known as Caliber SmartCOP™, a comprehensive, integrated software product suite designed to provide Computer Aided Dispatch, Mobile Data Computer Systems, Record Management Systems, Case Management Systems, Jail Management Systems, Civil Enforcement, and Administrative Programs.

WHEREAS, Licensee desires to acquire a non-exclusive and non-transferable license to use and configure to use the software modules listed in Product Schedule & Pricing (attached as Appendix 1) (collectively referred to hereafter as "Software Products"), subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Licensor and Licensee agree as follows:

ARTICLE I. THE LICENSE

1.01 **License.** Licensor hereby grants to Licensee a non-exclusive, non-transferable and limited right and license to use and configure the Software Products in object code format solely for Licensee's internal operations (the "License") for the term set forth in Section 1.02 and subject to the terms and conditions set forth in this Agreement, in consideration for the payment of the fees specified in the Product Schedule & Pricing (attached as Appendix 1), including Annual Maintenance Fees. The License includes the right to use and configure only those Software Products listed in the Product Schedule & Pricing (attached as Appendix 1) hereto. Licensee may license additional Software Products through a written amendment to this Agreement specifying an additional license fee and signed by both parties. The Software Products may, if applicable, include Other Products that are provided in connection with the software Products pursuant to authority granted to Licensor by such third parties or through sublicense agreements with Licensee.

1.02 **Term.** The License shall commence upon the installation of the first Software Product set forth on the Product Schedule & Pricing (attached as Appendix 1) hereto (the "Delivery Date"), provided that Licensee has paid all applicable fees. The License shall continue in perpetuity, unless terminated pursuant to the terms hereof.

1.03 **Fees and Charges.** Licensee shall pay to Licensor, without deduction or set-off, a license fee (the "License Fee") for the Software Products in the amount and at the time set forth on the Product Schedule & Pricing (attached as Appendix 1) as "Standard Payment Terms." During the term of this Agreement, Licensor shall, from time to time, deliver invoices to Licensee. Each invoice delivered to Licensee by Licensor shall be due and payable upon receipt thereof by Licensee. In the event Licensee fails to pay all or any portion of an invoice on or before ninety (90) days after the date it becomes due, in addition to all other remedies Licensor has under this Agreement or otherwise, Licensor shall have the option to suspend or terminate all Software and Services under this Agreement. Suspension or termination of any such Software and/or Services shall not relieve the Licensee of its obligation to pay its outstanding invoices, including any applicable late charges. Late payments will incur a charge of 1.0% per month, not to exceed the maximum amount allowed by law. Licensee shall pay any and all applicable federal, state and local sales, use, value added, excise, duty and any other taxes of any nature (except any taxes based on Licensor's net income) assessed on the Licensor's product offerings. To the extent Licensee imposes additional requirements on Licensor for Services other than those expressly provided in this Agreement, Licensor retains the right to make additional price adjustments and/or any other adjustments that may be necessitated. Before performing these additional Services, Licensor will notify Licensee that the Services are subject to additional charge(s).

1.04 **Taxes.** If applicable, Licensee is responsible for and shall pay all federal, state and local sales, use, value added, and ad valorem taxes due in connection with the licensing and use of the Software Products.

1.05 **Sublicensing and Assignment Prohibited.** This License does not provide Licensee the right to sublicense any

of the Software Products, and Licensee is strictly prohibited from sublicensing without the explicit written permission of Licensors.

1.06 **Exclusions.** Except as expressly authorized in writing, Licensee shall not allow, direct or authorize (directly or indirectly) any other party to:

- a. Use the Software Products for any purpose other than in connection with Licensee's internal operations;
- b. Copy the Software Products;
- c. Cause or permit reverse compilation or reverse assembly of all or any portion of the Software Products;
- d. Distribute, rent, lease or transfer to any third party any portion of the Software Products;
- e. Export the Software Products in violation of U.S. Department of Commerce export administration regulations; or
- f. Copy for use or distribute for use any third party software products resold to Licensee by Licensors without paying the appropriate license fee.

1.07 **Other Products.** "Other Products" shall mean, if applicable, the additional products being purchased by Licensee from Licensors as specified in the Product Schedule & Pricing (attached as Appendix 1) under such terms and conditions as are defined from time to time. If applicable to Licensee, and provided Licensee enters into any applicable sublicense or other relevant agreements for the Other Products, as may be required by the vendors of the Other Products (hereinafter referred to as the "Sublicense Agreements") and subject to the terms and conditions of this Agreement, Licensee is granted a sublicense with respect to the Other Products designated in the Product Schedule & Pricing (attached as Appendix 1).

1.08 Subject to Section 1.07, the license grants to the Other Products shall be as set forth in their applicable Sublicense Agreements. To the extent that the Product Schedule & Pricing (attached as Appendix 1) does not specifically outline Other Products for which a Sublicense Agreement is required, the Licensee shall be deemed to have been granted a sublicense in the Other Products (or Software Programs, if applicable) which are subject to the terms of this Agreement.

ARTICLE II. DELIVERY

2.01 **Acceptance.** Licensors shall deliver to Licensee one (1) copy of the Software Products (in machine-readable object code). Licensee shall be conclusively deemed to have accepted the Software Products upon Licensee's first use of the Software Product in a production environment ("Go-Live") unless Licensee notifies Licensors in writing within ten (10) days of Go-Live that the Software Products have been rejected as failing to operate substantially in accordance with the written agreement between Licensors and Licensee, and describing in detail each nonconformity. Upon receipt of the nonconformity list, Licensors shall have thirty (30) days to repair any nonconformities listed on the nonconformities list by modifying the Software Products as necessary at Licensors' expense, such that the Software Products affected by the nonconformities operate substantially in accordance with the written agreement between Licensors and Licensee.

2.02. **Installation.** Licensors shall provide Licensee with installation support in accordance with Licensors' standard installation procedures for one (1) copy of the server portion of each Software Product as well as the client portion of each Software Product for the fee set forth in the Product Schedule & Pricing (attached as Appendix 1).

ARTICLE III. MAINTENANCE AND SUPPORT SERVICES

3.01 **Maintenance and Support.** Licensee may obtain maintenance and support services for the Software Products by entering into a separate Software Maintenance and Support Agreement with Licensors, a sample copy of which is attached hereto as Appendix 2.

ARTICLE IV. CONFIDENTIALITY AND COPIES

4.01 **Confidentiality.** To the extent allowed by law, Licensors and Licensee shall not disclose one another's Confidential Information.

4.02 **Confidential Information.** The term "**Confidential Information**" as used in this Agreement includes any information (whether or not reduced to writing and whether or not patentable or protected by copyright) that either Licensor or Licensee treats as proprietary or confidential (whether owned or developed by either party or received by either party from third parties), including without limitation either party's trade secrets, business methods, business policies, procedures, techniques, financial information, "know how", research or development projects or results, algorithms, computer software and hardware, computer programs (whether source or object code), hardware or manuals, trade secrets, or other knowledge or processes of or developed by Licensor or Licensee. Failure to mark any of the confidential information as confidential or proprietary shall not affect its status as part of Confidential Information under the terms of this Agreement.

4.03 **Obligations.** Licensor and Licensee shall protect each other's Confidential Information with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, that each utilizes for its own Confidential Information and that it does not wish disclosed to the public.

4.04 **Exclusions.** This Agreement imposes no obligation upon either party ("Recipient") with respect to the other party's ("Discloser's") Confidential Information that Recipient can establish by legally sufficient evidence: (a) was in the possession of or was rightly known by Recipient without an obligation to maintain its confidentiality prior to receipt from Discloser; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; or (d) is required to be disclosed by applicable law; provided that Recipient notifies Discloser of such requirement prior to disclosure, and provided further that Recipient makes diligent efforts to limit disclosure. Recipient shall keep confidential any Confidential Information received for three (3) years after the termination of this Agreement.

4.05 **Copies.** Licensee may make additional copies of any printed materials provided by Licensor up to the number of simultaneous users set forth in the Product Schedule & Pricing (attached as Appendix 1) but shall not make copies in excess of such number without the prior written consent of Licensor. Licensee may make two (2) copies of the Software Products solely for use by Licensee as back-up copies for disaster recovery. Every copy of the manual or the Software Products made by Licensee shall include the copyright notices included on the copies delivered to Licensee. Licensee shall not make or maintain any other copy of the Software Products or any portion, derivative or modification of any of them.

ARTICLE V. WARRANTY

5.01 **Software Warranty.** Licensor warrants, for Licensee's benefit only, that the Software Products will perform substantially in accordance with the Software Product's documentation for a period of one (1) year after the date on which Licensee's license for such Software Product is i) initially installed by Licensor per the Product Schedule & Pricing (attached as Appendix I) and SOW, or ii) if by Licensee, initially delivered to Licensee by Licensor. Licensor's warranty shall not apply to Software Product that has been modified by Licensee or third parties, or to Software Product that is installed on computer systems not approved by Licensor. Licensee agrees to notify Licensor in writing before expiration of the preceding period of the failure of any Software Product to satisfy the foregoing warranty and, after verification thereof by Licensor, Licensor will undertake to correct any reported error in accordance with Licensee's signed Software Maintenance and Support Agreement. Licensee acknowledges that the Software may not satisfy all of Licensee's requirements and the use of the Software Products may not be uninterrupted or error-free. Licensor warrants, for Licensee's benefit only, that it possesses the necessary intellectual rights to license to Licensee the Software Product provided hereunder.

5.02 **Services Warranty.** Licensor warrants that it will perform the Services in a professional and workmanlike manner.

5.03 **Manufacturer's Equipment Warranty.** Licensee acknowledges that all equipment, if any, supplied by Licensor hereunder is manufactured by third parties and Licensee agrees that the only warranties applicable to the Equipment are such warranties as may be provided by the manufacturers thereof and such warranties begin the date Licensee receives the equipment. Licensor makes no warranty of any kind with respect to any equipment. Licensee agrees to look solely to the manufacturer with respect to all mechanical, service and other claims and the right to

enforce all warranties on such equipment made by said manufacturer are hereby, to the extent Licensor has the right, assigned to Licensee. Licensor is not responsible for modifications to the manufacturer's published warranties, which modifications are determined solely at the discretion of the distributor or manufacturer.

5.04 Other Products. Licensee acknowledges and agrees that Other Products provided to Licensee by Licensor is provided to Licensee pursuant to the terms of the licensor's applicable license, and Licensee agrees to be bound thereby and that such terms govern any conflict between those terms and this Agreement. Licensee will acquire only those rights in the Other Products granted by applicable license and accorded by applicable law. In the event that any Other Products provided by Licensor to Licensee requires acceptance of a "shrink wrap" or "box top" license or agreement or execution of a "click-through" license or agreement for the access, opening, unpacking, installation or configuration thereof, Licensee acknowledges and agrees that Licensor may act as an agent on Licensee's behalf in accepting and executing such license or agreement on behalf of Licensee. LICENSOR PROVIDES THE OTHER PRODUCTS "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. THE WARRANTIES, INDEMNITIES, AND REMEDIES SET FORTH IN THIS SECTION 5 DO NOT APPLY TO OTHER PRODUCTS OR ANY BREACH, INFRINGEMENT, OR MISAPPROPRIATION ALLEGED TO BE CAUSED BY OTHER PRODUCTS. Licensee acknowledges it must look exclusively to the manufacturer of the Other Products for any warranty, maintenance, support or other service or remedy relating thereto. Software Maintenance does not apply to Other Products.

5.05 Exclusions. Licensor shall have no obligation to perform warranty services for: (1) third party equipment or software not installed by Licensor; (2) any equipment or Software Products for which warranty or maintenance has been performed by a third party not authorized by Licensor; (3) any equipment or Software Products that have been substantially altered, damaged or modified by someone other than Licensor or its subcontractors; (4) any equipment or Software Products which have been damaged as a result of Licensee's failure to operate them in accordance with the operating instructions of the manufacturer or software vendor; (5) failures due to force majeure or exposure to unusual physical or electrical stress; or (6) failure by Licensee to back up software and data contained in its system on a regular basis, but not less than once every day.

5.06 WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREUNDER, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE SOFTWARE PRODUCT, EQUIPMENT, SERVICES, OTHER PRODUCTS, ANY THIRD PARTY SOFTWARE OR OTHER MATERIALS, SERVICES, INFORMATION OR TECHNOLOGY, AND LICENSOR EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE VI. OWNERSHIP AND USE

6.01 Ownership. Licensor is not granting Licensee, either directly or by implication, any right, title or interest in Licensor's Software Products, applications, software, code and/or systems. Licensee is acquiring the perpetual right to utilize the run-time version of Licensor's Software Products that are current as of the time of the termination of the contract between Licensor and Licensee. Licensee agrees not to disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, or derive code from any of Licensor's Software Products, applications, software, code and/or systems, or permit or encourage any third party to do so. Under no event shall Licensee transfer, assign and/or sell the run-time version, the object code or the source code of Licensor's Software Products, applications, software, code and/or systems to any person or entity.

6.02 Use. Licensee may keep one (1) copy of the Software Products resident on the file server for Licensee's network ("Network") at the site designated on the Product Schedule & Pricing (attached as Appendix 1) to this Agreement (the "Installation Site") and may keep one (1) copy of the client portion of each Software Product resident on as many computers owned or controlled by Licensee and connected to the file server for as long as Licensee restricts access to the Software Products resident on the server to the number of simultaneous users set forth in the Product Schedule & Pricing (attached as Appendix 1). Notwithstanding the foregoing, if the Network becomes inoperable (whether due to maintenance thereof, modification, disaster, or otherwise), the Software Products may be temporarily used on a different file server at the Installation Site or another computer center. Temporary use on a different file server, however, shall not exceed thirty (30)

days without the prior written consent of Licensor.

6.03 Modification. Licensee shall only make changes or modifications to the Software Products using the Configuration Tools Modules listed on the Product Schedule & Pricing (attached as Appendix 1) and provided by the Licensor. Violation of this prohibition will be grounds for termination of this agreement pursuant to Article VIII, and Licensor shall have no further duties, liabilities or obligations with respect to the Software Products.

ARTICLE VII. LIMITATION OF LIABILITY AND INDEMNIFICATION

7.01 Limitation of Liability. Licensor, its officers, directors, shareholders, members, employees, and/or agents shall not have any liability to Licensee, its officers, directors, shareholders, members, agents and/or employees for losses, damages and/or injuries arising out of: (1) third party equipment or software not installed by Licensor; (2) any equipment or Software Products for which maintenance has been performed by a third party not authorized by Licensor; (3) any equipment or Software Products that have been substantially altered, damaged or modified by someone other than Licensor or its subcontractors; (4) any equipment or Software Products which have been damaged as a result of Licensee's failure to operate them in accordance with the operating instructions of Licensor, the manufacturer, or the software vendor; (5) failures due to force majeure or exposure to unusual physical or electrical stress; or (6) failure by Licensee to back up software and data contained in its system on a regular basis, but not less than once every day. This limitation of liability includes all claims for losses, damages and/or injuries arising in tort, contract, negligence, strict liability, or otherwise, including, without limitation, damages for physical or mental pain or suffering, medical expenses, wrongful death, loss of good will, work stoppage, computer failure or malfunction, loss of work product, or any and all other commercial or personal injury damages or losses, direct or indirect. Notwithstanding the form (e.g., contract, tort or otherwise) in which any legal or equitable action may be brought, in no event will Licensor or its suppliers be liable for damages or losses that exceed, in the aggregate, the following for each respective breach or series of related breaches: (i) with respect to equipment, the purchase price paid by Licensee for the equipment that gave rise to such damages or losses; (ii) with respect to Software Products the amount of License Fees paid by Licensee for the Software that gave rise to such damages or losses; and (iii) with respect to any Services provided hereunder, the amount of fees paid for the Services that gave rise to such damages or losses. Except with regard to payments due Licensor neither party will be liable for any delays or failures in performance due to circumstances beyond its reasonable control that could not be avoided by its exercise of due care. Licensor's liability for any form of action shall only apply after any and all appropriate insurance coverage has been exhausted.

7.02 Indemnification for Infringement. Licensor shall, at its expense, indemnify and defend Licensee against any claim that the Software Products (excluding Other Products) infringe any United States patent or copyright and pay any resulting final judgment or settlement cost, provided that Licensee gives Licensor prompt, written notice of any such claim and allows Licensor to control the defense and all related settlement negotiations. Licensee shall allow Licensor, at Licensor's option and expense, if any infringement claim has occurred or in Licensor's reasonable judgment is likely to occur: (i) to procure the right for Licensee to continue using the Software Products; (ii) to replace or modify the Software Products so that they become non-infringing and functionally equivalent; or (iii) if neither of the foregoing alternatives is available on terms which are reasonable in Licensor's discretion, Licensee shall, upon the request of Licensor, return the Software Products to Licensor, whereupon Licensee can seek applicable remedy from Licensor pursuant to a breach of this Agreement. Licensor shall have no liability to indemnify or defend Licensee to the extent the alleged infringement is based on: (a) a modification of the Software Products by anyone other than Licensor or someone acting on behalf of Licensor, (b) use of the Software Products other than in accordance with the written agreement between Licensor and Licensee, or (c) a modification by Licensor of the Software Products at the direction of Licensee.

ARTICLE VIII. TERMINATION

8.01 Licensor may terminate the License if Licensee: (i) fails to pay the License Fee, including Annual Maintenance Fees, when due as set forth in the Product Schedule & Pricing (attached as Appendix 1); (ii) makes or distributes, or fails to use its best efforts to prevent others from making or distributing, copies of the Software Products (except as expressly permitted by this Agreement) or derivations or modifications thereof; (iii) uses the Software Products in violation of the provisions of this Agreement; or (iv) fails to comply with any other material obligation under this Agreement and such failure, action, use or non-compliance remains uncured for thirty (30) days after receipt of written notice thereof. Upon termination of the License, Licensee shall discontinue use and return all copies of the Software Products in its possession

or control to Licensor, but Licensee's obligation to pay accrued charges and fees and to protect the confidentiality of the Software Products shall continue.

8.02 The continued use of the Software Products is contingent on Licensee paying the Annual Maintenance Fees pursuant to the Software Support and Maintenance Agreement delineated specifically for the Software Products. If Licensee fails to pay the Annual Maintenance Fees, then Licensee shall forfeit the right and License to use the Software Products and shall return the Software Products to Licensor.

ARTICLE IX. MEDIATION

9.01 The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided, however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorney's fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

9.02 Nothing in this Section Article IX shall preclude any party from applying to a court of competent jurisdiction for, and obtaining if warranted, preliminary or ancillary relief pending the conduct of mediation, or an order to compel the mediation provided for herein. The parties agree that the state and federal courts in Florida shall be the exclusive courts in which either party may seek such relief.

ARTICLE X. MISCELLANEOUS

10.01 **Notice.** Any notice hereunder by either party shall be given by personal delivery or by sending such notice by certified mail, postage pre-paid, to the other party at its address set forth herein or at such other address designated by written notice. Notice shall be deemed to have been received upon the date of actual delivery.

10.02 **Interpretation.** The validity and interpretation of this Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Florida, without regard to the principles of Florida's conflicts of laws thereof.

10.03 **Severability.** If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, the validity and enforceability of all of the remaining provisions hereof shall not be affected thereby.

10.04 **Failure to Exercise Rights.** The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights nor shall the same be deemed to be a waiver of any subsequent breach.

10.05 Licensee grants to Licensor the right to use Licensee's name and trademarks solely as a client reference in promotional and marketing materials in accordance with generally accepted industry standards and practices for such references.

10.06 **Independent Parties.** Licensor and Licensee are independent parties. Nothing in this Agreement will be construed to make either party an agent, employee, franchisee, joint venturer or legal representative of the other party.

10.07 **Force Majeure.** Neither Party shall be liable to the other Party or shall be subject to termination of this Agreement by the other Party, for any delay, nonperformance, loss or damage (other than for failure to pay any amount when due) because of reasons beyond its reasonable control including, but not limited to, acts of God, acts, regulations or laws of any government, acts of terrorism, war, riots, civil unrest, power failures, accidents in transportation or other causes beyond the reasonable control of the respective Party.

10.08 **Titles.** The titles of the Articles and Sections hereof are for convenience only and do not in any way limit or amplify the terms and conditions of this Agreement.

10.09 **Sublicense & Assignment.** Licensee may not transfer, assign or sublicense its rights, duties or obligations under this Agreement to any person, company or entity, in whole or in part. Licensor may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. Licensor may perform any obligation pursuant to this Agreement using agents and subcontractors. The Agreement shall inure to the benefit of and be binding upon the Parties to this Agreement and their respective successors and permitted assigns.

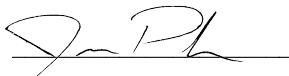
10.10 **Survival.** Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.

10.11 **Restricted Rights Regarding Software.** The Software, both SmartCOP and Other Products Software (including documentation), is provided with Restricted Rights. Use, duplication, or disclosure for or by the government of the United States, including without limitation any of its agencies or instrumentalities, is subject to restrictions set forth, as applicable: (i) in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-14, or FAR 52.227-19; (ii) in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 252.227-7014, DFAR 252.227-7015, DFAR 252.227-7018, or DFARS 252.227-7013; or (iii) in similar clauses in other federal regulations, including the NASA FAR supplement. The contractor or manufacturer is SmartCOP, and/or a third party as may be noted on the Product Schedule and Pricing, and/or SOW. Customer will not remove or deface any restricted rights notice or other legal notice appearing in the Software or on any packaging or other media associated with the Software. Customer will require that its users and other recipients, if any so authorized by SmartCOP herein, agree to and acknowledge the provisions of this Section 10.11 in writing.

10.12 **Complete Agreement.** This Agreement, together with the Appendices, constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings, statements, warranties, representations, and agreements, oral and written, relating hereto. Any amendment hereof must be in writing and signed by both parties.

10.13 This Agreement may be executed by the parties hereto in multiple counterparts and shall be effective as of the date first above written, when each party shall have executed and delivered a counterpart hereof, whether or not the same counterpart is executed and delivered by each party. When so executed and delivered, each such counterpart shall be deemed an original and all such counterparts shall be deemed one and the same document. Transmission of images of signed signature pages by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed and delivered this Agreement as of the date first above written.

	<u>Licensor</u>	<u>Licensee</u>
By:		_____
Printed Name:	<u>Jeff Pugh</u>	_____
Title:	<u>Executive Vice President</u>	_____
Date:	<u>8/4/2020</u>	_____

APPENDIX 1
PRODUCT SCHEDULE & PRICING



APPENDIX 2

SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of this _____ day of _____, 20____, by SmartCOP, Inc. ("Licensor"), with its principal place of business at 9165 Roe Street, Pensacola, FL 32514, and City of Crestview ("Licensee"), with its principal address at 198 North Wilson Street Crestview, FL 32536.

WHEREAS, Licensor has the exclusive right to license the public safety software suite known as SmartCOP™, a comprehensive, integrated software product suite designed to provide Computer Aided Dispatch, Mobile Data Computer Systems, Record Management Systems, Case Management Systems, Jail Management Systems, Civil Enforcement, and Administrative Programs.

WHEREAS, Licensor has agreed to provide Licensee a non-exclusive and non-transferable license to use and configure the following software modules for Licensee's internal operations: Computer Aided Dispatch, Mobile Data Computer Systems, Record Management Systems (hereafter "Software Products").

WHEREAS, Licensee has requested Licensor to provide maintenance and support services on the Software Products.

NOW, THEREFORE, Licensor and Licensee agree as follows:

1.0 Maintenance and Support Services. Licensor will provide software maintenance and support services ("Maintenance and Support Services") on the date the Software Product is installed (the "Start Date"), primarily via telephone and electronic mail as set forth below. To enable Licensor to provide effective support, the Licensee will establish auto remote access procedures compatible with Licensor's then current practices which may be revised over time.

Licensor agrees to provide Licensee Maintenance and Support Services consistent with the following:

Service Maintenance

Any deficiencies found by Licensee during its use of the Software Products will be reported to Licensor's technical support staff by Licensee. Licensor's technical support personnel are available twenty-four (24) hours a day, seven (7) days a week, 365 days per year, holidays included. Licensees use a toll free number to secure assistance: 1-800-374-0101.

Correcting Deficiencies

During the maintenance and support period, Licensor will be responsible for ensuring performance deficiencies are corrected. Licensor maintains sufficient technical help to support the ongoing operation of the system and to develop required enhancements.

When a call is received, the Licensor call taker will secure all information necessary to properly evaluate the caller's difficulty. Wherever possible, the call taker will work with the caller to resolve the issue immediately using Licensor's knowledge base of resolutions. When such resolution is not possible, the call taker will escalate the call to Level II support.

At Level II a lead engineer determines the severity of the call and assigns it to the appropriate engineer for resolution. When the call is completed, the engineer will notify the support desk of the solution and note the solution in the knowledge base. The caller will be notified as to resolution and any instructions for correcting the problem.

New Service Versions

During the maintenance and support period, continual system review and recommendations for enhancements are supported. Licensee will make available updates to the Software Products that incorporate any new features or enhancements to the licensed Software Products made generally available to Licensor's other Licensees ("Updates") at no additional charge other than the payment of the Annual Maintenance Fee. Update releases will be distributed and installed remotely via a VPN connection to minimize downtime. Release Notes accompanying each release will identify corrections and enhancements made in each software module and any installation instructions as warranted. Updates may require additional professional services to be performed by Licensor outside of the scope of those Maintenance and Support Services described herein, including additional training and the professional services for the installation and implementation of the Update that will be subject to Licensor's then-prevailing policies, terms and billable fees related to pricing and hourly rates.

Selection of New Functions (Enhancements)

Licensor welcomes all suggestions for enhancements from Licensee. All enhancements will be reviewed and those deemed beneficial to most users will be incorporated and included in the subsequent release of the software. Users will be notified via telephone or e-mail when a suggestion will be incorporated into a release and when to expect the release. In addition, enhancements will be identified in the Release Notes that accompany software updates.

Support Services:

Licensor's support staff is available via a toll-free number 24 hours a day, 7 days a week, 365 days a year for an immediate response. When a call is received, a Licensor call taker works with Licensee personnel to immediately resolve errors using Licensor's knowledge base of resolutions. When such resolution is not possible, the call is escalated.

The following outlines Licensor's support procedure:

Priority 1- Urgent/Emergency

- Issues that affect officer safety.
- Application introducing data corruption.
- Program will not start.
- Critical work cannot be completed to meet deadlines.

Steps to Resolution

1. A Licensee support technician will immediately contact the Licensee to acknowledge receipt of the issue, and to inform the Licensee of Licensor's plan to resolve the issue.
2. Licensor personnel will begin resolving the issue while continuously updating the Licensee with the status of the issue.
3. Engineering and support personnel are permanently assigned to assist until the problem is resolved.

Priority 2- High/Non-Emergency

- Software module/function is down/non-functional.

Steps to Resolution

1. A Licensee support technician will immediately contact the Licensee to acknowledge receipt of the issue, and to inform the Licensee of Licensor's plan to resolve the issue.
2. Licensor personnel will begin to resolve the issue while continuously updating the Licensee with the status of the issue.
3. Engineering and support personnel are permanently assigned to assist until the problem is resolved.

Priority 3- Medium Priority

- Problem exists but critical systems are functional.
- Problem can be temporarily circumvented.
- Licensee states problem is not critical but would like a fix as soon as possible.
- Non-application related issues that have rendered the system inoperable.

Steps to Resolution

1. A Licensee support technician will immediately contact the Licensee to acknowledge receipt of the issue, and to inform the Licensee of Licensor's plan to resolve the issue.
2. Licensor personnel will begin to resolve the issue and will update the Licensee as to the status of the issue.
3. Engineering and support personnel are permanently assigned to assist until the problem is resolved.
4. Licensor personnel will inform the Licensee as to the delivery date for the software patch that will resolve the issue.

Priority 4- Minor Priority

- Minor problem with little or no impact on services.
- Licensee impact is minimal.
- Deferred maintenance is acceptable, and a schedule can be determined between support and the Licensee.
- Licensee states problem can be addressed at a later date.

Steps to Resolution

1. Licensor personnel will begin to resolve the issue and will update the Licensee as to the status of the issue.
2. Licensor personnel will inform the Licensee as to the delivery date of the software patch that will resolve the issue. All future status reports will be communicated to the Licensee via problem submission reports or direct Licensee inquiry via telephone or online TCN status query.

2.0 Fees. In consideration for the Maintenance and Support Services, Licensee shall pay the “Annual Maintenance Fee” as detailed in the Product Schedule & Pricing (attached as Appendix I). The Annual Maintenance Fee, subject to increase at Licensor’s discretion, will be billed annually in advance beginning on the first use of the Software Product in a production environment (“Go-Live”) and thereafter on the anniversary of the Start Date or on an alternative date mutually agreed to by both parties in accordance with Section 3 – Term. Licensee shall pay the then prevailing Annual Maintenance Fee in advance for each term of the Maintenance and Support Services under the Agreement. At the time of renewal, Licensor reserves the right to increase the annual fee. Licensor shall not refund any Annual Maintenance Fees if the Maintenance and Support Services under this Agreement are terminated. In addition to the Annual Maintenance Fee, Licensee shall reimburse Licensor for its direct expenses, should onsite assistance be requested by the Licensee or required to expedite resolution. Licensor may update its reimbursement policies from time to time, in which case such updated policies shall apply for purposes of the Maintenance and

Support Services under this Agreement, provided that such updated reimbursement policies must generally apply to all clients of Licensor.

3.0 Term. Licensee agrees to subscribe to Annual Maintenance commencing upon the 1st of the month following Go-Live (“Initial Annual Maintenance Term”). Licensee may cancel the next year’s Annual Maintenance upon thirty (30) days prior written notice to Licensor. In the event such notice is not timely received, Licensor will automatically extend the Annual Maintenance for another one (1) year period (“Annual Renewal Maintenance Term”). Initial Annual Maintenance Term and Annual Renewal Maintenance Term collectively referred to herein as “Annual Maintenance Term.”

If Licensee initially declines software maintenance or if maintenance for an item of Software is discontinued at Licensee’s request, additional maintenance for these items is not available under this agreement. The re-instatement of maintenance and support services is subject to additional charges and fees.

If Licensee fails to make the Annual Maintenance Fee payments when due, or in the event Licensee materially breaches this Agreement and such breach is not cured within thirty (30) days of receipt of written notice of breach, Licensor may suspend or cancel the Maintenance and Support Services. The reinstatement of any cancelled Maintenance and Support Services is subject to additional charges and fees.

4.0 Licensee's Cooperation. If Licensee requests maintenance or support, Licensee shall cooperate with Licensor in all aspects of such service in order to facilitate Licensor providing electronic and onsite assistance to Licensee, including without limitation providing Licensor with information by telephone, documentation (if necessary), access to Licensee's computer system through high speed connectivity, and implementation (when feasible).

5.0 Exclusions and Modifications. Licensor shall have no obligation to perform maintenance or support services for: (1) third party equipment or software not installed by Licensor; (2) any equipment or Software Products for which maintenance has been performed by a third party not authorized by Licensor; (3) any equipment or Software Products that have been substantially altered, damaged or modified by someone other than Licensor or its subcontractors; (4) any equipment or Software Products which have been damaged as a result of Licensee’s failure to operate them in accordance with the operating instructions of the manufacturer or software vendor; (5) failures due to force majeure or exposure to unusual physical or electrical stress; or (6) failure by Licensee to back up software and data contained in its system on a regular basis, but not less than once every day.

6.0 Limitations on Licensee Rights. Except as expressly authorized in writing, Licensee shall not:

- a. Copy the Software Products;
- b. Cause or permit reverse compilation or reverse assembly of all or any portion of the Software Products;
- c. Distribute, rent, lease or transfer to any third party any portion of the Software Products; or
- d. Export the Software Products in violation of U.S. Department of Commerce export administration regulations.

7.0 Ownership. Licensee acknowledges that the Software Products, and all remains the exclusive property of Licensor and its successors and assigns. Licensee acknowledges that it has no rights to nor interest in the Software Products other than as expressly granted herein. Licensee shall not remove any identification or notices affixed to the Software Products or their packaging. Additionally, no license, right or interest in any Licensor trademark, trade name, and service mark is granted to Licensee hereunder.

8.0 Licensee Obligations. Licensee shall protect Licensor’s trade secrets and intellectual property, including without limitation the Software Products, with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which Licensee utilizes for Licensee’s trade secrets and intellectual property it does not wish disclosed to the public.

9.0 Sublicensing and Assignment Prohibited. Without the prior written consent of Licensor, Licensee may not transfer, assign or sublicense its rights, duties or obligations under this Agreement to any person, company or entity,

in whole or in part. Licensor may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. Licensor may perform any obligation pursuant to this Agreement using agents and subcontractors. The Agreement shall inure to the benefit of and be binding upon the Parties to this Agreement and their respective successors and permitted assigns.

10.0 Limitation of Liability. Licensor's total liability for damages related to this Maintenance and Support Agreement (whether based in contract, tort, negligence, strict liability or otherwise) shall in no event exceed the Annual Maintenance Fees paid by Licensee during the twelve (12) month period immediately previous to the event giving rise to the liability. This limitation of liability includes all claims for losses, damages and/or injuries arising in tort, contract, negligence, strict liability or otherwise, including claims, losses, injuries, or damages arising out of Licensor's negligence or gross negligence.

11.0 Interpretation. The validity and interpretation of this Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Florida, without regard to the Florida principles of conflicts of laws.

12.0 Severability. If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, the validity and enforceability of all of the remaining provisions hereof shall not be affected thereby.

13.0 Failure to Exercise Rights. The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights nor shall the same be deemed to be a waiver of any subsequent breach.

14.0 Titles. The titles of the Articles and Sections hereof are for convenience only and do not in any way limit or amplify the terms and conditions of this Agreement.

15.0 Survival. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.

16.0 Complete Agreement. This Agreement, together with the Appendices, constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings, statements, warranties, representations, and agreements, oral and written, relating hereto. Any amendment hereof must be in writing and signed by both parties.

17.0 This Agreement may be executed by the parties hereto in multiple counterparts and shall be effective as of the Effective Date, when each party shall have executed and delivered a counterpart hereof, whether or not the same counterpart is executed and delivered by each party. When so executed and delivered, each such counterpart shall be deemed an original and all such counterparts shall be deemed one and the same document. Transmission of images of signed signature pages by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed and delivered this Agreement as of the date first above written.

	<u>Licensor</u>	<u>Licensee</u>
By:		
Printed Name:	<u>Steven Williams</u>	
Title:	<u>Vice President – Operations</u>	
Date:	<u>8/4/2020</u>	

Appendix 1

Product Schedule & Pricing

Summary Page

City of Crestview

8/3/2020

Reference Number: 2008031455

Software License		
Computer Aided Dispatch (SmartCAD)	\$	91,750.00
Records Management System (SmartRMS)	\$	65,500.00
Mobile (SmartMOBILE)	\$	56,260.00
Administrative Modules (SmartADMIN) / Third Party Software	\$	28,750.00
Software Subtotal	\$	242,260.00
Discount	\$	(40,000.00)
SmartCOP Software License Total	\$	202,260.00
Third Party Software Total	\$	-

Professional Services		
Project Management	\$	52,996.00
Data Conversion Services	\$	68,000.00
Professional Services Subtotal	\$	120,996.00

Total System Cost	\$	323,256.00
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Payment Milestones

Purchase Option			
Due on signing of contract	25%	\$	80,814.00
Due on Installation	50%	\$	161,628.00
Due on training completion	25%	\$	80,814.00
Due at Go Live - Annual Maintenance		\$	48,452.00

Maintenance Period begins on installation due at go live

Maintenance Fees increase 5% annually

Fee Includes Product Releases, Upgrades, and 24/7/365 Phone Support

Computer Aided Dispatch (CAD) Detailed Pricing

City of Crestview			Units Dispatched: 62			
Item	Part #	Unit	Qty	List Price	Extended Price	
SmartCAD (Computer Aided Dispatching)						
Base Package (26 to 75 units dispatched) <i>Features List: Multi Jurisdiction, Police, Fire/EMS, GEO Validation, Report # generation, Demographic Data Collection/Reporting, Integrated to RMS/MCTs and other SmartCOP modules.</i>	CAD-T1	<i>Per Site</i>	1	\$ 53,000	\$	53,000
SmartMAP (ESRI Runtime Based Mapping) <i>Features List: Call Plotting, Closest unit Recommendation, Vehicle Plotting and Routing, Configurable Icon support, Includes E911 Phase II Support</i>						
CAD-MAP		<i>Per Workstation</i>	5	\$ 2,700	\$	13,500
Optional Components						
Automatic Vehicle Location (AVL) Support <i>(Requires SmartCOP Mobile Computer Terminals or custom interface)</i>	CAD-AVL	<i>Per Site</i>	1	\$ 3,000	\$	3,000
E911 ANI/ALI Data Import	CAD-911	<i>Per Site</i>	1	\$ 4,500	\$	4,500
State/NCIC Queries (Requires NCIC Services)	CAD-CIC	<i>Per Site</i>	1	\$ 4,500	\$	4,500
Interfaces						
RapidSOS	CAD-SOS	<i>Per Site</i>	1	\$ 2,500	\$	2,500
Fire Incident Export <i>(Streetwise, Firehouse, EMS Pro, Documed, Fire Programs, ESO, etc.)</i>	CAD-EXP	<i>Per Destination</i>	2	\$ 5,000	\$	10,000
SmartCAD SOFTWARE SUBTOTAL				SUB TOTAL	\$	91,750
CAD Professional Services						
Project Management	CAD-PM	<i>Package</i>		\$190/hr	\$	9,175
User Classroom Training (Max Size 10)	CAD-TUSER	<i>Per 8hr. Class</i>	2	\$ 1,520	\$	3,040
CAD Administrator / Dispatch Supervisor Training	CAD-TSYS	<i>Per 4hr. Class</i>	1	\$ 760	\$	760
"Go Live" on-site support	CAD-TLIVE	<i>Per 8hr. Day</i>	1	\$ 1,520	\$	1,520
Lodging/Vehicle/Per Diem	T-DIEM	<i>Per Day</i>	4	\$ 300	\$	600
				Subtotal	\$	15,095
SmartCAD Total				Total	\$	106,845

Records Management System (RMS) Detailed Pricing

City of Crestview

Number Sworn: 57

Item Description	Part #	Unit	Qty.	List Price	Ext. Price
SmartRMS (Records Management System)					
Base Package (26 to 75 sworn)	RMS-T1	Per Site	1	\$ 53,000	\$ 53,000
<i>Features List: Master Name, Master Business, Master Vehicle, Case Management, Incident/Offense, Arrest/Charge Reports, Field Interviews, Trespass Warnings, Pawn, Local & State Citations, Tow, Consent to Search, Citizen Assist, Crash Reports</i>					
Optional Components					
State NIBRS Module	RMS-NIBRS	Per Site	1	\$ 2,500	\$ 2,500.00
Evidence / Property Management Module	RMS-EVP	Per Site	1	\$ 5,000	\$ 5,000.00
Interfaces					
E-Crash Transmittal (Depend on State)	RMS-ECR	Per Destination	1	\$ 2,500	\$ 2,500.00
E-Citation Transmittal (Depends on State)	RMS-ECT	Per Destination	1	\$ 2,500	\$ 2,500.00
SmartRMS SOFTWARE SUBTOTAL				SUB TOTAL	\$ 65,500.00
RMS Training & Installation					
Project Management	RMS-PM	Package		\$190/hr	\$ 6,550.00
User Classroom Training (Max Size 10)	RMS-TUSER	Per 8hr. Class	1	\$ 1,520	\$ 1,520.00
Evidence Training (Max Size 10)	RMS-TEVP	Per 4hr. Class	1	\$ 760	\$ 760.00
Supervisor/Investigator Training (Max Size 10)(User Training Prerequisite)	RMS-TSUP	Per 4hr. Class	2	\$ 760	\$ 1,520.00
"Go Live" on-site support	RMS-TLIVE	Per 8hr. Day	1	\$ 1,520	\$ 1,520.00
Lodging/Vehicle/Per Diem	T-DIEM	Per Day	4	\$ 300.00	\$ 600.00
				Subtotal	\$ 12,470.00
SmartRMS Total				Total	\$ 77,970.00

Mobile Computer Terminal / Field Based Reporting Detailed Pricing

City of Crestview			Number Mobiles				49
Item Description	Part #	Unit	Qty.	List Price		Ext. Price	
SmartMCT Core (Mobile Computer Terminal)							
SmartMCT Client (1 - 99) (Windows or iOS Devices) Features List: CAD Viewer, Car-to-Car and Car-to-CAD messaging, Silent/Self Dispatch, AVL Support / Transmission	MCT-T1	Per Mobile	41	\$ 300	\$	12,300	
MCT Components							
RMS Query Access (requires SmartCOP RMS)	MCT-RMS	Per Mobile	40	\$ 150	\$	6,000	
State/NCIC Queries (required NCIC Services) Integrated NCIC queries for persons, vehicles, vessels, firearms, articles (requires NCIC Services), Text-to-Voice response read back	MCT-CIC	Per Mobile	40	\$ 150	\$	6,000	
SmartMAP (ESRI Based Mapping Solution) (Agency to provide map data)	MCT-EMM	Per Mobile	40	\$ 250	\$	10,000	
Field Based Reporting (FBR)							
FBR Client (Mobile Forms) (1 - 99) Incident / Offense / Arrest Reports (Requires SmartCOP RMS) Citations Faulty Equipment Vehicle Crash Report Tow Logs Radar Logs Officer Activity Report Field Interviews Local Ordinance Citations	FBR-T1	Per Mobile	40	\$ 300	\$	12,000	
FBR Components							
Easy Street Draw Client (1 - 99)	SC-TCESD	Per Vehicle or Wks	40	\$ 249	\$	9,960	
SmartMCT SOFTWARE SUBTOTAL				SUB TOTAL	\$	56,260	
Mobile Training							
Project Management	MOBILE-PM	Package		\$190/hr	\$	5,626	
MCT User Classroom Sessions (Max Size 20)	MCT-TUSER	Per 4hr. Class	2	\$ 1,520	\$	3,040	
MCT Fire/EMS User Classroom Sessions (Max Size 20)	MCT-TFUSER	Per 2hr. Class	1	\$ 380	\$	380	
FBR User Classroom Sessions (Max Size 20)	FBR-TUSER	Per 8hr. Class	2	\$ 3,040	\$	6,080	
One on One Mobile Administrator Training	MOBILE-TSYS	Per 4hr. Class	1	\$ 760	\$	760	
"Go Live" on-site support	MOBILE-TLIVE	Per 8hr. Day	1	\$ 1,520	\$	1,520	
Lodging/Vehicle/Per Diem	T-DIEM	Per Day	8	\$ 300.00	\$	1,200	
				Subtotal	\$	18,606	
SmartMCT Total				Total	\$	74,866	

Administrative Modules Detailed Pricing

City of Crestview

Number Employees: 70

Item	Part #	Unit	Qty.	List Price	Ext. Price
SmartADMIN (Administrative Modules)					
Base Package (51 to 200 employees)	ADM-T1	Per Site	1	\$ 5,000	\$ 5,000
<i>Features List: Employee Manager, Permissions, Training Management, Fleet Management, Fixed & Issued Property Management, Configuration Manager)</i>					
Optional Components					
State CIC/NCIC Communication Services	STATE-SW	Per Agency	1	\$ 4,000	\$ 4,000.00
State CIC/NCIC Parsing Driver License, Registrations	STATE-PAR	Per Site	1	\$ 4,000	\$ 4,000.00
Paging/Notification Services (e-mail notifications)	ADM-PAG	Per Site	1	\$ 1,250	Included
SmartSHARE - Data sharing	ADM-SHARE	Per Site	1	\$ 7,500	Included
SmartIR - Incident Reporting by Public	ADM-WEBIR	Per Site	1	\$ 4,500	\$ 4,500.00
Analytics Package - SmartData & SmartReports (AdHoc Reporting)	ADM-DAS	Per Site	1	\$ 2,500	Included
SmartADMIN SOFTWARE SUBTOTAL				SUB TOTAL	\$ 17,500.00
Third Party Software					
Crystal Reports Designer	SC-CREP	Per Workstation	0	\$ 650	\$ -
Third Party SOFTWARE SUBTOTAL				SUB TOTAL	\$ -
Administration Training & Installation					
Project Management	ADM-PM	Package		\$190/hr	\$ 2,875.00
ESRI/GIS Implementation Consultation	ESRI-UPG	Per Site	1	\$ 3,040	\$ 3,040.00
User Classroom Sessions (Max Size 10)	ADM-TUSER	Per 4hr. Class	1	\$ 760	\$ 760.00
Lodging/Vehicle/Per Diem	T-DIEM	Per Day	1	\$ 300.00	\$ 150.00
				Subtotal	\$ 6,825.00
Admin Total				Total	\$ 24,325.00

Custom Crystal Reports can be provided at \$180/hr., \$1000 minimum charge

Data Conversion

Detailed Pricing

City of Crestview

Module	Package includes	Quantity	Cost	Ext. Price
Computer Aided Dispatch				
Base Package	Historical CAD Call information data elements to include Call for Service Data, People, Vehicles, Property & Guns, Locations, Notes, Responding Units	1	\$ 20,000.00	\$ 20,000.00
Caution Notes	Caution Information, Caution Location, Caution Person, Caution Vehicle	1	\$ 3,000.00	\$ 3,000.00
Records Management System				
Traffic Package	Traffic Crash / Accident Data Citation Data (Traffic Citations & Warnings / Faulty Equipment) To include data elements for People, Vehicles, Locations, & Business, Narrative	1	\$ 12,000.00	\$ 12,000.00
Incidents/ Arrest Package	Incident Report & Arrest Report Data to include data elements for People, Vehicles, Property and Evidence, Locations, Business, Narrative, Person Photo (mugshot or other image) or SMT photo, and attachments	1	\$ 15,000.00	\$ 15,000.00
Master Index	Conversion from legacy system Master Indexes to include data elements for Address, Vessel, Vehicle, Business and Organization, Names, demographic data, Photo (mugshot or other image) or SMT photo, Person attachments	1	\$ 5,000.00	\$ 5,000.00
Field Interviews	Field Interview Information to include data elements for People, Vehicles, Locations, Narrative, Field Interview attachments	1	\$ 4,000.00	\$ 4,000.00
Evidence Management	Evidence/Property Information to include data elements for Property/Evidence descriptors, Chain of custody, Attachments	2	\$ 6,000.00	\$ 9,000.00
Total Data Conversion				\$ 68,000.00



Staff Report

CITY COUNCIL MEETING DATE: August 24, 2020

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM:
DATE: 8/18/2020
SUBJECT: Florida Competitive Community - Economic Development Plan

BACKGROUND:

Staff recognized the need for a definitive economic development goal and that approaching economic development proactively rather than reactionary has shown to produce greater results in the long term.

In July of 2019, the City of Crestview was awarded a Competitive Florida Partnership grant through the Office of Community Partnerships at the Florida Department of Economic Opportunity. The grant program was developed by the Florida Department of Economic Opportunity to guide municipalities in creating an Economic Development Plan.

DISCUSSION:

As staff proceeded with the instructions and guidance provided by the Florida Department of Economic Opportunity to produce the plan, it became clear that this was less about the final document and more about the tremendous amount of work and effort that was identified by this plan.

Attached is the Economic Development and Disaster Resiliency plan.

The plan walks through a short discussion on how Crestview came to be. It then looks at how the city has grown over the years and continues to grow.

A quick snapshot of where the City is at the moment is also provided. The plan further includes a review of the strengths, weaknesses, opportunities and threats (S.W.O.T.) analysis.

With all of that information compiled a set of goals was then developed. The goals are specifically geared towards a concerted and direct effort to both acknowledge the economic state of the City and begin to set the foundation for a solid sustainable economic future.

The goals listed below will need support throughout the City, from leadership and staff, and from the Community.

It is only by working towards these goals as a team that anything will be accomplished.

ECONOMIC DEVELOPMENT GOALS

<i>Short term</i>	<i>Long term</i>
• Timelines and Targets ○ Set a reasonable timeline and achievable targets for all goals • Economic Development Focus Groups ○ Develop focus groups for specific tasks: ○ Branding ○ Marketing ○ Economic Targets • Communication ○ between staff ○ from staff to businesses ○ businesses to opportunities ○ from the City to the Public • Data ○ Gathering ○ Presentation ○ Assessments • Review Processes ○ Such as BTRs ○ Project approval process ○ Code Compliance • Review regulations ○ Land Development Code ○ Comprehensive Plan • Review interactions in each department • Support sustainability? • Does this action support businesses? • Improve the business? • Encourage growth? • Consider long term effects of decisions made and interactions	• Partnerships ○ Chamber of Commerce ○ Economic Development Council • Community Involvement ○ Use of Focus groups to identify best solutions for Community Involvement ○ Local Associations ▪ CRA ▪ Main Street Crestview ▪ Citizens Advisory Council ▪ Transportation Task Force ▪ Professional associations • Education ○ Staff perspective change to include economic impact of decisions made ○ Public perspective on what to expect from the City ○ Learn new ways to encourage economic growth • Retention • Retain businesses that are beneficial • Retain talent

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

This action item will have no direct impact on the current budget.

RECOMMENDED ACTION

Staff respectfully requests City Council adoption of the plan as submitted.

Attachments

1. Economic Development and Disaster Resiliency Plan

City of Crestview

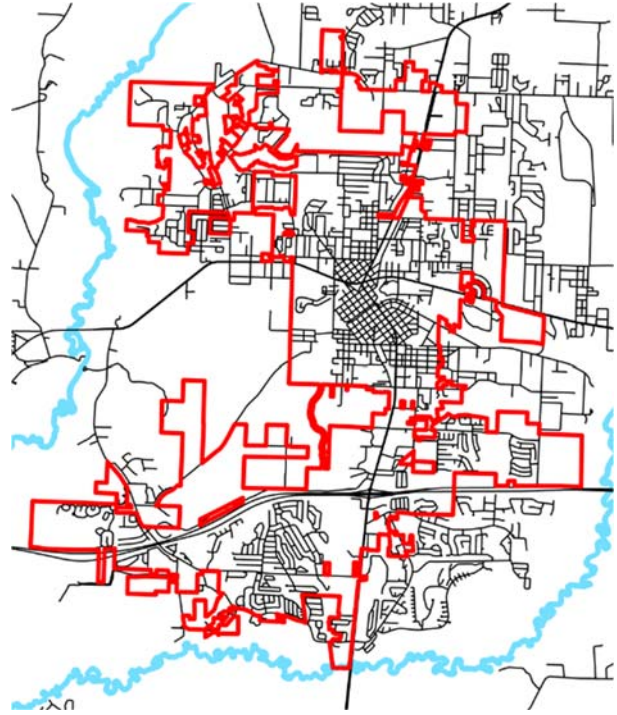
Economic Development & Disaster Resiliency

Planning for the future



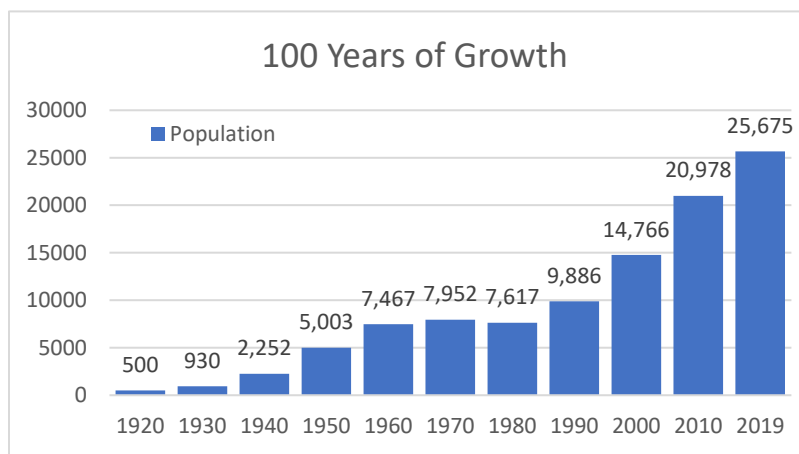
Introduction

In 1916 a small town was founded in Okaloosa County, Florida. The 1920 census counted 500 people in Crestview. Since then there has been an almost consistent growth in population due in large part to the proximity to the fledgling Eglin Air Force Base. As the base grew over the years, so did Crestview. Continued and increasing growth has been the norm for the City of Crestview for the past several years. With growth, comes change. Being prepared for change is not always simple, nor easy. In 2018, the citizens of the City of Crestview voted to transition the form of government from the antiquated method of only a council and mayor, to create the position of a City Manager. An entire new realm of possibilities opened with this single but immensely momentous change.



Under the leadership of the new City Manager, the City of Crestview entered into a partnership with the State of Florida Department of Economic Opportunity to create an Economic Development and Disaster Resiliency Plan under the Competitive Florida Partnership Grant Program.

As a part of this report, we will begin to analyze what defines and characterizes our City, who we are, what are our strengths and weaknesses, examine some of our assets, look towards our goals, and examine where we want to go and how do we get there. While there will be no definitive grand answer, utilizing a holistic approach, we can determine some best practices and set goals moving



forward to achieve the sustainable economic development that will ensure a stable future for the citizens of Crestview, making Crestview a more competitive city. The DEO supplied a very comprehensive list of 15 points that we will use to work towards developing the plan to enable Crestview to become a more competitive city and in

15 ways to make Crestview a more Competitive City:

- A. *Take a Whole Community Approach to Planning and Implementation.*
- B. *Work to Retain Current Businesses and Support their Expansion.*
- C. *Attract New Businesses and Industries.*
- D. *Build Human Capacity and Develop the Workforce.*
- E. *Encourage Innovation and Entrepreneurship.*
- F. *Create and Preserve Sense of Place and Important Resources.*
- G. *Build Community Leadership.*
- H. *Improve Resiliency to Disasters.*
- I. *Provide Quality Education.*
- J. *Support Neighborhood District Revitalization.*
- K. *Encourage Commercial District Revitalization.*
- L. *Increase the Availability of Affordable Housing for the Workforce.*
- M. *Provide and Promote Recreational Opportunities.*
- N. *Ensure the Availability of Quality Healthcare Facilities.*
- O. *Promote Sustainable Building and Economic Development Practices.*

developing a vision and strategy for economic development. This report will analyze those points. Together these points take a comprehensive approach, looking at as many aspects of what makes the economy in a city function.

Who are we?

By the numbers, our city according to the Economic Development Council of Okaloosa County, had a population of 24,467 at the time of their report. The University of Florida's most recent estimate has our population at 25,675 as of April 2019. When considering the surrounding areas, the numbers jump considerably. When you add the population within one mile of the City limits the number rises to 39,244. When you reach the 5-mile

range, that number explodes to 54,144. We are an even split between males and females (49.55% vs 50.45%). The largest distribution of age is between 30 and 39 at 4180 people. Almost 37% have an associate degree or higher. This shows a large, and well educated, work force is available. (Economic Development Council of Okaloosa County, n.d.) (Richard L. Doty, 2019)

Something interesting is shown when you take a moment and look at the average age in Crestview. The average age in the state of Florida is 46. The average age in Okaloosa County is lower at 36. Crestview is younger with an average age of 32. This when taken in context with the education of the population translates into a great workforce that will be around for many years to come. The potential to businesses for a young, well educated, workforce is significant in our area.

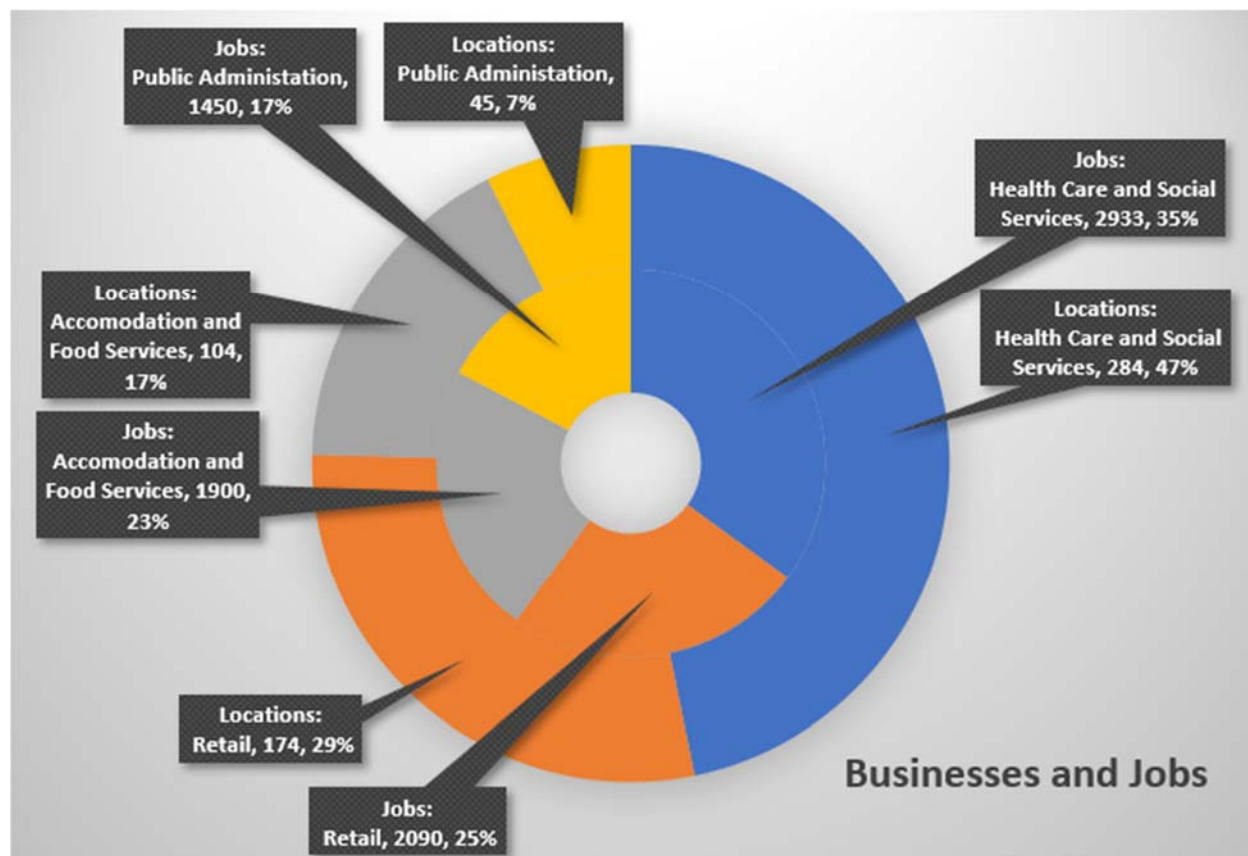
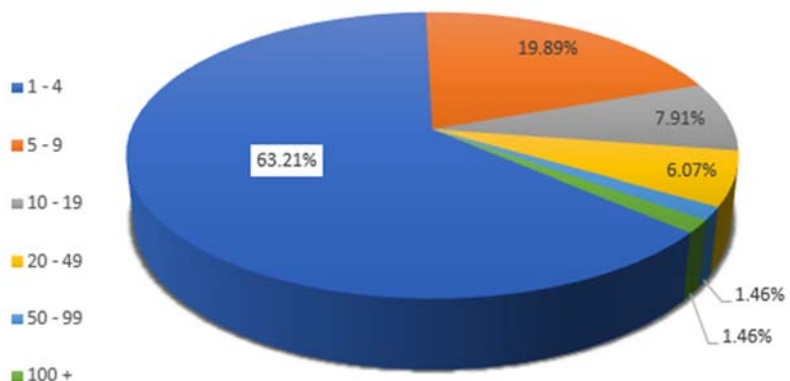
Our current number of businesses is over 1300. The health care and retail industries are the largest employers, accounting for almost 5000 jobs. What is interesting in the statistics is we find that over 63% of businesses employ 1 to 4 employees. Crestview is home to a considerable number of small businesses.

However, the largest employer in the area is Eglin Air Force Base. This is the world's largest Air Force base at 724 square miles of land range. The economic impact of this base and Hulburt Field are tremendous for Okaloosa County. Together, these two bases account for 72.2% of the local economy. The military presence is tied directly to

78,757 jobs and \$9.4 billion in economic impact. (Florida, January 2020) The effect is twofold: this supplies high paying and stable jobs, and it brings highly educated workers.

As a result, Crestview is best described as a melting pot of diverse backgrounds. We have those that love the country setting with woods and animals, a slower pace of life. We also have those that enjoy the faster pace with technology and travel and seeking unique experiences and activities. Our range of employment shows this. This diversity of backgrounds, personalities, and desires can be at times hard to support. However, properly tied together with a holistic approach this broad spectrum can be an asset in creating a robust and comprehensive economy. The wide range of

How many employees do businesses have?



businesses and opportunities for employment is conducive to a longer lasting and more stable economy.

Special consideration is noted here to the Okaloosa County Economic Development Council for the numerous statistics listed above found on their website www.okaloosasites.com. A wealth of information is available through this valuable community resource.

What do we aspire to be?

One of the first efforts the new City Manager guided was to complete a Strategic Plan for the city. This broad plan thoroughly examined many aspects of the city and its citizens. This involved staff, elected officials, and the public in progressing through a S.W.O.T. analysis. The S.W.O.T. analysis is a common effort towards foundational improvement that businesses will work through, the acronym being Strengths and Weaknesses, Opportunities and Threats. This effort paid off with a strategy and vision for the city. Coincidentally, it also had the effect of drawing everyone together as a team. It was determined that the city wants “to be known as a forward thinking, hospitable, and growing community that embraces diversity with a family-centric culture.” The report generated from the analysis went on to identify goals essential for Crestview to meet that standard. A strategic plan was also formulated with a view towards the stated vision for the city. A part of the report also spent some time examining the character of the city, both from a perspective of what needed to be removed or changed and what was already in place and needed nurturing. Ultimately, a hometown atmosphere is what is desired most. A place that is safe for the citizens to enjoy themselves as they engage in various entertainment activities and a place that encourages economic and educational opportunities.

Defining our economy

Anyone in business is familiar with the term P&L. Traditionally the metric for determining the success of a business has always been the Profit and Loss statement. Interestingly, there are now more ideas being considered that change that traditional viewpoint. Sustainability is the buzzword in environmental circles, and it is reaching the economics world as well. Some economists are researching ways to encompass *sustainability* into economic development plans. Given that Crestview is experiencing significant growth, this sustainable economy could be invaluable to the longevity of any plan developed.

Definitions of our economy:

- *Sustainable*
- *Broad*
- *Resilient*
- *Locally based*
- *Cultivate small businesses*
- *Reach out*
- *Competitive*

As we have seen, our current county wide economy is heavily supported by Eglin Air Force Base. This supplies a great support for a *broad* economy as those jobs will range widely in scope and skill level. Conversely, a substantial number of businesses within the city are currently *local* small businesses. Some research postulates that *small businesses* are often the most important part of a

healthy economy for a variety of reasons. (Vasquez, 2017) While an economy does and should *reach out* to gain capital support from sources outside the community, supporting locally based businesses provides several aspects that contribute to the overall health of the local economy. Reaching out to investors and developers from outside the local community provides additional resources, ideas, and capabilities that may not yet be available. It also provides a way to increase the visibility of the local economy to a regional audience.

What about being competitive and resilient? That is where work is needed. As recent events have shown, external issues can and do have a significant impact on our local economy. Identifying those issues is necessary prior to determining potential solutions.

What do we do?

We have discussed several aspects of our local area. We have reviewed the demographics, looked at statistics for employment and businesses. We have briefly touched on our assets that provide the economic drive. We have also examined what kind of community we have and who we want to be. In addition, we looked at what defines our economy and what factors are missing. We need a complete ‘big picture’ of the status of our economy. This is the beginning of a ‘whole community approach’. Cultivating an economic development plan will require both long-term and short-term goals.

Short Term Goals

The folks that are closest to the issues encountered in business development and growth are obviously the business owners in the community. Therefore, reaching out to the businesses and obtaining their input is critical. Utilizing technology in the form of websites, social media, and other methods could prove efficient in gathering pertinent demographic and empirical data. Focus groups can be created to allow for discussions of specific issues, identifying short term goals from their perspective. City staff involvement could range in scope from simply facilitating the focus groups, to working with them and other agencies with the goal of collecting resources necessary for improvement efforts. Short term goals provide a basis for initial efforts.

Planning and Zoning staff is currently working on making tremendous strides at a short-term goal of modernizing and updating the regulations and procedures that govern the review processes for a wide variety of common business activities. This effort includes small efforts like updating review forms. It also encompasses the significant undertakings of rewriting the Land Development Code and the Comprehensive Plan. These two documents are well known to developers and often create numerous unnecessary burdens to development. These efforts are currently well under way.

It is true that perspective and training have a profound impact on decisions made. As a result, it would be beneficial to review with staff how entrepreneurial efforts in the business community affect the city as a whole. Staff should take a moment and review how their day to day activities relate to businesses and determine if those activities are conducive to business growth and expansion or if some adjustments could be made. As noted above, the Planning and Zoning staff has been diligently reviewing the permit review processes. In some cases, permit applications have

been reduced in page count by over 50%, drastically changing the time it would take for the business to complete the application and staff review time. The time it takes to move a project through the review process has gone from a count measured in months, sometimes over 6 months, down to, at times, a period measured in weeks. Imagine the significance of this to a developer with interest payments and market timing considerations! A recent example centers around the viewpoint of small food trucks. Some cities do not allow them for a variety of reasons. One such small food truck was allowed to be placed on a parcel within the city a few years ago. That business soon outgrew their small food truck and moved into a commercial retail space for several years. They are now at a point where they are working towards building a standalone restaurant due to their continued success. This is a success story the city needs more of. Staff should consider the long term affects of the decisions made.

The Code Compliance division is not often considered when it comes to economic development until someone has a complaint. However, this division has begun the task of making modifications to their processes and regulations. Staff in that division is working to adopt a new Property Maintenance and Housing Standards ordinance that is intended to foster the community's vision of quality of life and a sustainable community and promote social equity in the interest of the health, safety and welfare of the public. The proposed amendment eliminates outdated procedures, provides transparency, and provides requirements not currently being addressed in an enforceable ordinance.

The Big Apple. The Mile-High City. Music City. For most folks, those simple statements automatically evoke thoughts of New York, Denver, and Nashville. Branding is absolutely a critical element in putting a city on a bigger platform. Recall that an element to a resilient and robust economy is reaching out. Nothing accomplishes that better than branding. Crestview has long been known as the Hub City. Yet there have been various logos and statements with that brand. A more concerted effort should be placed on developing that Hub City brand much further in a way that will be more effective at making Crestview, the Hub City, much more memorable and well known.

Together with the branding is marketing. Putting together an online presence either through social media or websites is a common way of getting information to the public that need it. However, there are also opportunities for taking the brand and logo of the city outside the region to other places. Professional development organizations and trade shows are one place where the networking with other businesses and marketing all that our area has to offer could start. Partnerships with specialized agencies like the Chamber of Commerce and the Economic Development Council would be invaluable at relaying the message of our vision to potential outside interests. More efforts at reaching out and raising our hand in invitation to the industries and businesses our citizens need and want is an integral part to developing a robust economy.

One short term goal that is more of an activity than a goal is taking a look at what we have. What businesses do we currently have, what restaurants are here? As a part of this report, we spent some time and created two small maps that are attached to this report. One of the maps is a list and location of everywhere in the city that serves food. One of the most common complaints we here is that there is nowhere to eat in town. It surprised even us to realize there are 91 different places

to eat in this small town. Staff put together another map to show other major points of interest throughout the city. More effort needs to be spent on preparing this data in a format and platform to provide this information to the public. This would also be beneficial to other businesses interesting in expanding and see that our area does have a lot to offer.

Long Term Goals

Now that we have in hand what we should immediately address to reach the economic goals we have set, what can we look to accomplish in the long term? Long terms goals are meant to be accomplished over time. The result of these goals should be to continue to encourage economic growth and entrepreneurial opportunities. One of the first and foremost long-term goals is consistent with some of the short-term goals of obtaining community involvement and input. Whether by social media platforms, websites, or some manner of focus group, a concerted effort should be made to provide a long-term foundation for communication with the business community and citizens in general. It is important to ensure the partnerships with such outside organizations as the Chamber of Commerce and Economic Development Council.

A part of that communication should involve education. Education both for staff and for the public. There are data points and issues that staff could gather to facilitate the proper response from the city to the businesses. Conversely, educating the business owners as to what opportunities are available to them and what resources are provided to them can make a difference in the success of their business. Again, this is something that can be accomplished with the platforms used for marketing and communication.

Looking back at our demographics, we see that our population is young; much younger than the average age at the state level. A potential detrimental aspect that should be addressed is known as ‘brain drain’. This is the term given to the scenario where the younger work force leaves an area, taking their talents and skills with them, to another market. We have many industries and businesses in the area that center around technology. This younger workforce is critical for the success of those businesses. Efforts should be made to reach out to this demographic and identify ways to encourage them to remain in the area, giving local businesses the necessary talent to be productive and grow.

Becoming resilient is always of benefit in business. From the perspective of a city government, it takes on a different meaning and tremendously different efforts. The city has an Emergency Operations Plan that is being written and put in place to cover such emergency events as natural disasters (including epidemics), and manmade disasters such as train derailments or significant aircraft accidents. A copy of that plan is attached. However, to provide resiliency for the economy we must reach further and identify prudent policies and programs that could be put into place in the event of significant loss of business. Recent events have proven that an epidemic does have a detrimental effect on business. During this epidemic, our city took steps under the leadership of the City Manager and created a grant program to assist affected businesses with needed funds to allow them to remain open. Creating a revolving loan fund, for example, that would be in place and available quickly for future events would be invaluable to the local businesses. Staff should

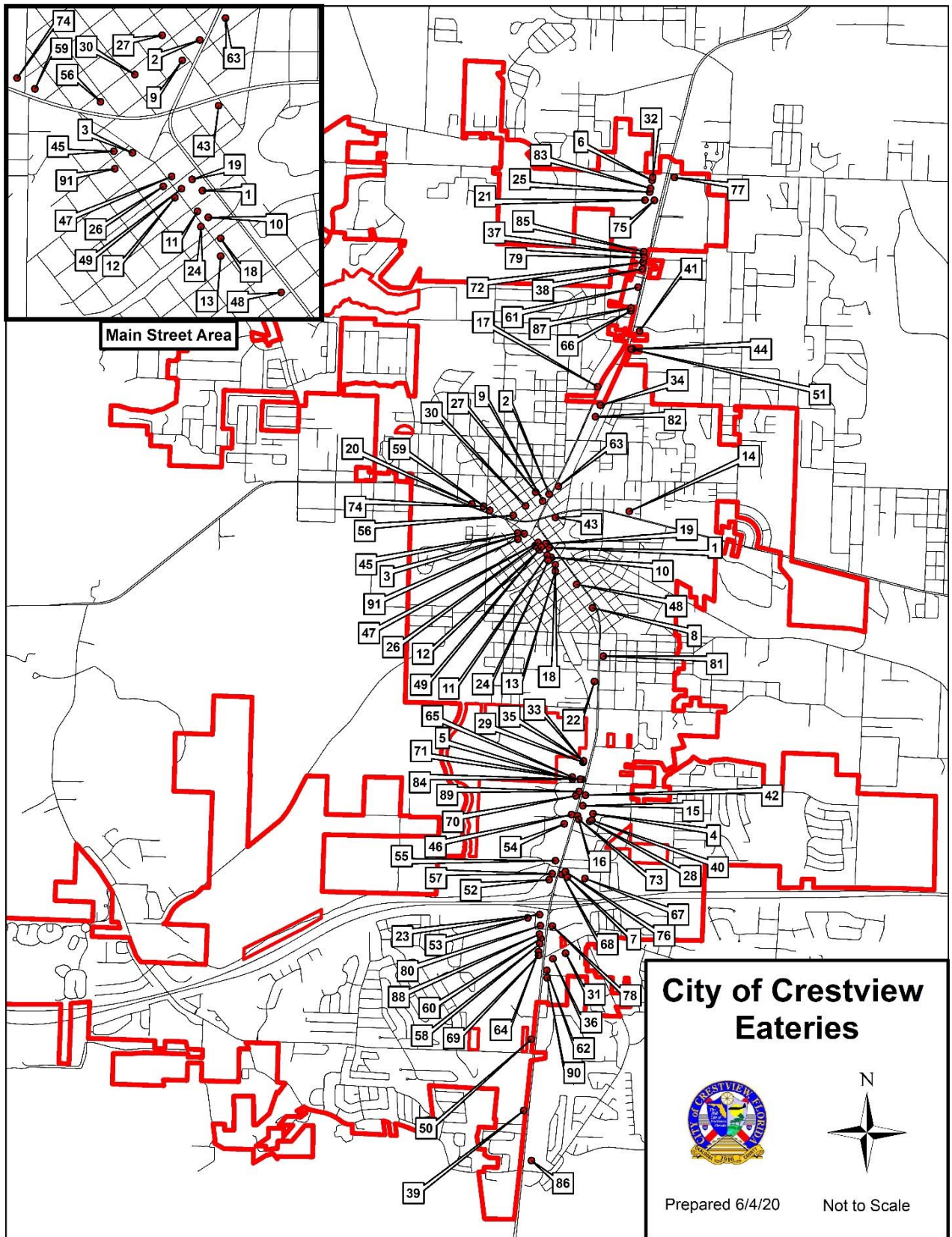
work with businesses and other agencies to determine what programs would be beneficial and how to best put them in place before any need for them arises.

Let's Begin.

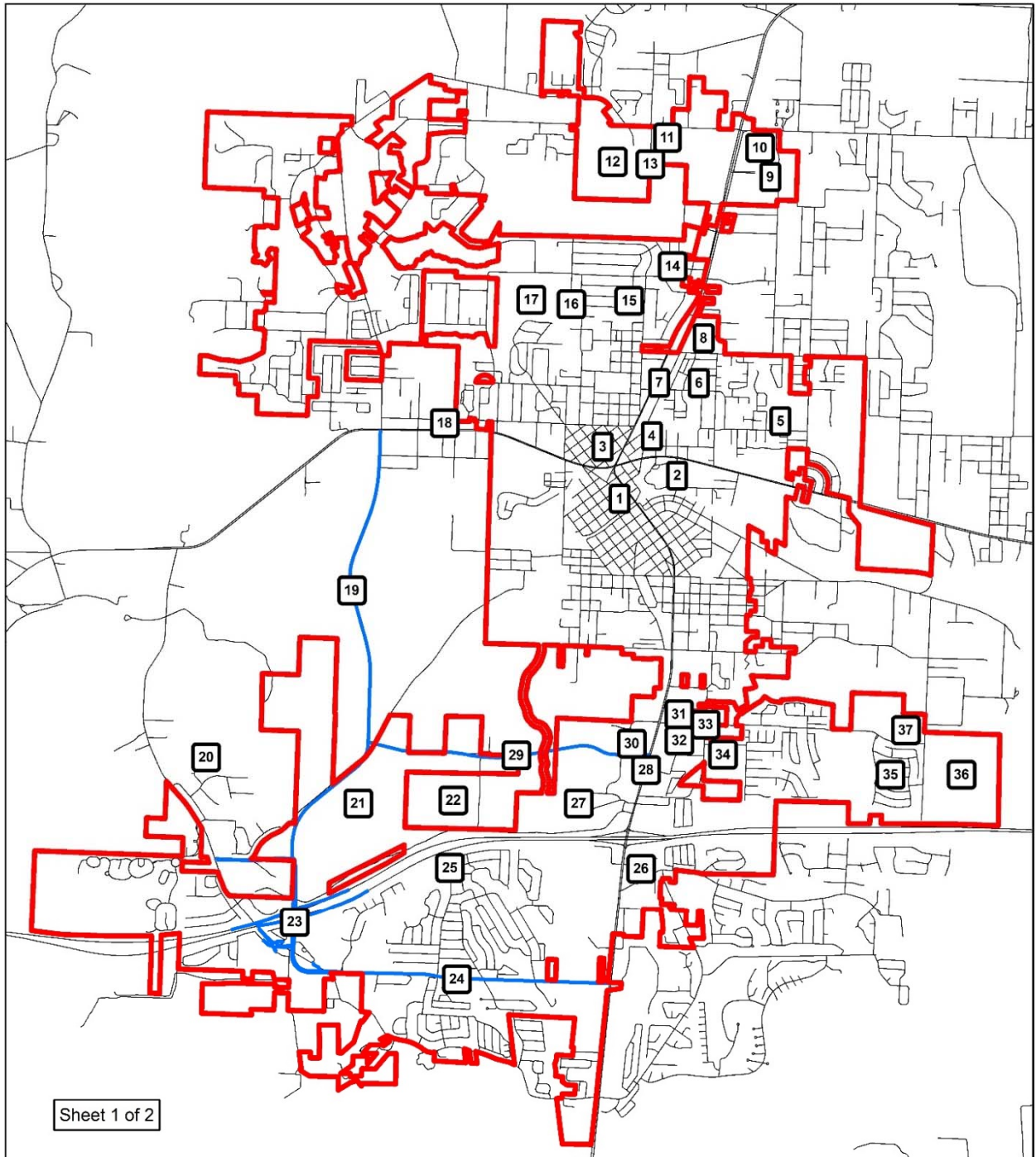
Now is the time for these efforts at developing a resilient and strong economy to begin. Staff should begin working on the short-term goals identified and set the foundation for long term efforts. Communication is key. This is between staff and leadership in the community and in partnerships with other agencies as the Chamber of Commerce and the Economic Development Council. A timeline should be prepared to challenge all partners to keep moving forward and keep working on the economy consistently. All of these parts to this puzzle together will make this a better city than it already is and lay a foundation for a tremendous future for everyone. So, let's begin.



***TO IMPROVE THE QUALITY OF LIFE BY PROVIDING
EXCEPTIONAL MUNICIPAL SERVICES***



1. Arirang Restaurant
2. Hot Kim Chi
3. You Sushi & Hibachi
4. Bamboo Sushi & Hibachi
5. China One
6. China Star
7. Hunan Chinese Restaurant
8. Jin Jin Chinese Restaurant
9. Lao-Thai Xpress, LLC
10. Thai Siam Cuisine
11. Desi's Downtown Restaurant
12. Tropical Palm Restaurant
13. Hub City Smokehouse & Grill
14. Pigstickers
15. VooDoo BBQ & Grill
16. Gyro Zone
17. Matthew's Real BBQ
18. Kay's Kurbside Café
19. Uncle Bill's Family Restaurant
20. Wayne's Catfish House
21. David's Catfish House
22. Emerald Isle Seafood
23. Juicy Crab House
24. Coney Island
25. Hot Dog Shoppe
26. Hideaway Pizza
27. Vitaliano's Pizza, Pasta & More
28. New York's Famous Pizza & Pasta
29. Marco's Pizza
30. Wild Olive
31. Samuel's Roadhouse
32. Pounder's Hawaiian Grill
33. McAlister's Deli
34. Azteca Mexican Restaurant
35. Pepper's Mexican Grill & Cantina
36. La Rumba Restaurant
37. Taco Town in Crestview
38. El Nopal
39. Crooked Tail Gastropub
40. Beef O'Brady's
41. Johnny O'Quigley's Ale House
42. Yardbirds
43. Wings of Fire
44. Wings on Wheels
45. Casbah Coffee Company
46. Starbucks
47. Back Home Bakery
48. Good Things Donuts
49. Tom's Main Street Ice Cream
50. Rainbow Snow Cone
51. Retro Sno
52. Applebee's Bar & Grill
53. Cracker Barrel Old Country Store
54. Panera Bread
55. Chick-fil-A
56. Burger King
57. Burger King
58. Whataburger
59. Waffle House
60. Waffle House
61. Waffle House
62. Zaxby's Chicken
63. KFC
64. Popeye's Louisiana Kitchen
65. Firehouse Subs
66. Subway
67. Subway
68. Jimmy John's
69. Arby's
70. Captain D's
71. Hot Head Burritos
72. Taco Bell
73. Taco Bell
74. McDonalds
75. McDonalds
76. McDonalds
77. Wendy's
78. Wendy's
79. Sonic Drive-In
80. Hardee's
81. Domino's Pizza
82. Pizza Hut
83. Papa John's
84. Hungry Howie's Pizza
85. Hungry Howie's Pizza
86. Little Caesar's Pizza
87. Little Caesar's Pizza
88. Tropical Smoothie Café
89. Dunkin Donuts
90. Panda Express
91. The Heights: Classic Chicago Cuisine



Sheet 1 of 2



Not to Scale

City of Crestview Areas of Interest



Prepared 6/4/20

1. Main Street Historic Area
2. Twin Hills Park & Recreation Area
3. Additional Historic Area
4. Potential Industrial Development Site
5. Durrell Lee Park
6. City of Crestview Proposed Public Works Complex Site
7. Future Developable Commercial Area (Post Public Works Migration)
8. Old Spanish Trail Park
9. Library and Community Center
10. Publix, Surrounding Developable Commercial Area
11. Location of Proposed Ridgeway Landing Subdivision
12. Potential Residential Development Area
13. Potential Jones Road Extension Project
14. Shady Lane Retention Area
15. Gil Ava Stormwater Area
16. Potential Lloyd Street Extension Project
17. Potential Residential Development Area
18. Proposed Truck Stop Rest Area Site
19. Location of Proposed North-South Corridor
20. Foxwood Country Club, Future City owned Recreation Sports Complex
21. City Owned Sewer Treatment and Spray Fields
22. Future Developable Commercial Area
23. Location of Proposed I10 Interchange
24. Location of PJ Adams Widening Project
25. Northview Park and Disc Golf Course
26. Southcrest Site – Potential Commercial Development Area
27. Benchmark Group Site – Future Commercial Development Area
28. Location of Proposed New Traffic Signal
29. Location of Proposed East-West Connector
30. West Redstone Medical Offices
31. North Okaloosa Medical Center
32. Location of Proposed Roundabout
33. Proposed Skate Park Site
34. Redstone Commons Subdivision
35. Shoal River Landing Subdivision
36. Shoal River Middle School & Riverside Elementary

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City of Crestview



Emergency Operations Plan

2020

Promulgation Statement

JB Whitten
Mayor
City of Crestview

CITY OF CRESTVIEW EMERGENCY OPERATIONS PLAN PROMULGATION

The primary role of government is to provide for the welfare of its citizens. The welfare and safety of citizens is never more threatened than during disasters. The goal of emergency management is to ensure that mitigation, preparedness, response, and recovery actions exist so that public welfare and safety is preserved.

The City of Crestview Emergency Operations Plan provides a comprehensive framework for City of Crestview-wide emergency management. It addresses the roles and responsibilities of government organizations and provides a link to local, State, Federal, and private organizations and resources that may be activated to address disasters and emergencies within the City of Crestview, Florida.

The City of Crestview Emergency Operations Plan ensures consistency with current policy guidance and describes the interrelationship with other levels of government. The plan will continue to evolve, responding to lessons learned from actual disaster and emergency experiences, ongoing planning efforts, training and exercise activities, and Federal guidance.

Therefore, in recognition of the emergency management responsibilities of City of Crestview government and with the authority vested in me as the Chief Executive Officer of Crestview, Florida. I hereby promulgate the City of Crestview Emergency Operations Plan.

JB Whitten
Mayor, City of Crestview

Approval and Implementation

This plan supersedes any previous Emergency Operation Plans.

The transfer of management authority for actions during an incident should be done through the execution of a written delegation of authority from an agency to the incident commander. The delegation of authority is a part of the briefing package provided to an incoming incident management team. It should contain both the delegation of authority and specific limitations to that authority.

The City of Crestview Emergency Operations Plan delegates the Mayor's authority to specific individuals in the event that he or she is unavailable. The chain of succession in a major emergency or disaster is as follows:

1. City Manager
2. Fire Chief
3. Police Chief
4. Public Works Director

Date

JB Whitten
Mayor, City of Crestview

Signature Page

Tim Buldoc, City Manager
City of Crestview

JB Whitten, Mayor
City of Crestview

Anthony Holland, Fire Chief
City of Crestview

Stephen McCosker, Police Chief
City of Crestview

Brona D. Steel, Public Services Director
City of Crestview

Gina Toussaint, Finance Director
City of Crestview

Brian Hughes, Public Information Officer
City of Crestview

Cesar Damiani, Information Technology
City of Crestview

Barry Henderson, Development Services
City of Crestview

Betsy Roy, City Clerk
City of Crestview

Record of Changes

Change #	Date	Part Affected	Date Posted	Who Posted

Record of Distribution

Plan #	Office/Department	Representative	Signature
1			
2			
3			
4			
5			
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7			
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Plan

5

I. Purpose, Scope, Situation, and Assumptions

A. Purpose

It is the purpose of this Plan to define the actions and roles necessary to provide a coordinated response within City of Crestview, FL. This plan provides guidance to agencies within the City of Crestview with a general concept of potential emergency assignments before, during, and following emergency situations. It also provides for the systematic integration of emergency resources when activated and does not replace county or local emergency operations plans or procedures.

B. Scope

This plan applies to all participating departments and agencies of the jurisdictions contained within the geographical boundary of City of Crestview.

C. Situation Overview

1. Characteristics

a. Location and Geography

- The City of Crestview consists of an area of an area that encompasses 16.31 square miles and is 235 feet above sea level. Crestview is located in Okaloosa County, Florida. It is situated 20 miles North of Fort Walton Beach, FL and 20 miles South of the Alabama/Florida state line. The Shoal River borders the city to the South and East with the Yellow River bordering the West.

b. Climate

- Crestview's climate is humid subtropical. Average summer highs are 92°F with peaks in the low 100's. Average winter lows are in the 30's with the capability to occasionally reach in to the single digit range.

c. Education

- Crestview is home to seven (7) elementary schools, two (2) middle schools one (1) high school and two (2) college campuses.

d. Demographics

- The City of Crestview has a population of 23856 as of 2019. The average growth rate ranges from 1%-2% over the last five (5) years. Crestview is the 1,897th largest city in the United States. The population density is 1,463 per sq. mi which is 387% higher than the Florida average and 1479% higher than the national average.

e. Economic Base

- The City of Crestview is largely a bedroom community that supports two (2) major military installations. The community is predominantly comprised of residential homes, retail shopping and schools. Ad valorem taxes are the largest revenue producer, accounting for 39% of the operating budget. The remainder of the cities revenues are made up from the local option gas tax, utility service tax, communication service tax, half cent sales tax and other finds/fees for services.

f. Transportation Infrastructure

- Two major highways travel through the City of Crestview. U.S Route 90 heads East-West through the city. State Road 85 heads North-South, intersecting both U.S Route 90 and Interstate 10, which also runs East-West through Crestview.
- Bob Sikes Airport is located 3 miles North East of the city center.
- CSX railroad runs East-West through the center of Crestview.

2. Hazard Profile

a. Potential Hazards

The City of Crestview is subjected to the effects of many disasters, varying widely in type and magnitude from local communities to statewide in scope.

- Natural Disasters could be a result of a number of phenomena such as, hurricanes, tropical storms, floods, severe thunderstorms, high water, drought, severe winter weather, fires (including urban, grass, and forest fires), epidemics, severe heat, high winds or earthquakes.
- Manmade Disasters could be the result of a myriad of other disaster contingencies, such as train

derailments, aircraft accidents, transportation accidents involving chemicals and other hazardous materials, chemical, oil and other hazardous material spills, leaks or pollution problems, dumping of hazardous wastes, building or bridge collapses, utility service interruptions, energy shortages, civil disturbances or riots, terrorism, warfare, applicable criminal acts, or a combination of any of these.

D. Planning Assumptions

1. Effective prediction and warning systems have been established that make it possible to anticipate certain disaster situations, such severe weather events, that may occur throughout the jurisdiction or the general area beyond the jurisdiction's boundaries. Man made events and some natural events may not be predicted but sufficient pre-planning is in place to effectively react to and recover from such events.
2. It is assumed that any of the disaster contingencies could individually, or in combination, cause a grave emergency situation within the City of Crestview. It is also assumed that these contingencies will vary in scope and intensity, from an area in which the devastation is isolated and limited to one that is wide-ranging and extremely devastated. For this reason, planning efforts are made as general as possible so that great latitude is available in their application, considering they could occur in several locations simultaneously.
3. Initial actions to mitigate the effects of emergency situations or potential disaster conditions will be conducted as soon as possible by the local government.
4. Assistance to the affected jurisdictions(s) by response organizations from another jurisdiction(s) is expected to supplement the efforts of the affected jurisdiction(s) in an efficient, effective, and coordinated response when jurisdiction officials determine their own resources to be insufficient.
5. Federal and State disaster assistance, when provided, will supplement, not substitute for, relief provided by local jurisdictions.
6. It is the responsibility of officials under this plan to save lives, protect property, relieve human suffering, sustain survivors, repair essential facilities, restore services, and protect the environment.

7. When a jurisdiction receives a request to assist another jurisdiction, reasonable actions will be taken to provide the assistance as requested.

Concept of Operations

A. General

1. Communication is maintained between affected jurisdictions and area emergency management branch offices. Where the Okaloosa County EOC is activated, two (2) Fire Department, (2) Police Department (1) Public Services representative are placed within the Okaloosa County EOC to facilitate ongoing information exchange between the Okaloosa County EOC and City of Crestview EOC.
2. Where states of emergency are declared, the City of Crestview may request state assistance. All requests for State assistance should go through the local emergency management area coordinator within the Okaloosa County EOC and the appropriate emergency management branch manager to the State Emergency Operations Center (EOC).
3. When the State EOC is activated, Florida's State Emergency Operations Center (SEOC) becomes the office of primary responsibility for the State Emergency Response Team (SERT). The director of emergency management will normally serve as SERT leader.
4. The Okaloosa County EOC will serve as the clearinghouse for response and recovery operations and for deployment of resources within the counties, including cities within the counties.
5. Planning for recovery will be implemented at the same time local governments are taking the emergency response actions necessary to protect the public. Preparations will be made for rapid deployment of resources necessary to facilitate recovery.

B. Hazard Control and Assessment

1. Perceive the threat
2. Assess the hazard
3. Select control strategy
4. Control hazard
5. Monitor hazard

- C. Protective Action Selection
 - 1. Analyze the hazard
 - 2. Determine protective action
 - 3. Determine public warning
 - 4. Determine protective action implementation plan
- D. Public Warning
 - 1. Determine message content
 - 2. Select appropriate public warning system(s)
 - 3. Disseminate public warning
- E. Protective Action Implementation
 - 1. Monitor progress of protective action implementation
 - 2. Control access and isolate danger area
 - 3. Evacuation support
 - 4. Decontamination support
 - 5. Medical treatment
 - 6. Special population support
 - 7. Search and rescue
- F. Short-term Needs
 - 1. Shelter operations
 - 2. Unite families
 - 3. Continued medical treatment
 - 4. Increase security
 - 5. Stabilize the affected area

G. Long-term Needs

1. Re-entry
2. Recovery

II. Organization and Assignment of Responsibilities

A. General

Most departments/agencies of government have emergency functions in addition to their normal, day-to-day duties. These emergency functions usually parallel or complements normal functions. Each city department is responsible for **developing and maintaining its own emergency management procedures** that are maintained in their respective department emergency operations plan. (DEOP). Each DEOP is maintained as an appendix to the master City EOP and is inclusive to this overall EOP.

B. Organization & Assignment

1. Chief elected officials

a. Mayor

- a. Responsible for enacting the City EOP to ensure preparedness, response, mitigation and recovery actions exist so that public welfare and safety is preserved.
- b. Facilitates disaster declarations
- c. Facilitates evacuation orders
- d. Facilitates re-entry decisions

b. City Manager

- a. Reports to the City of Crestview EOC when activated.
- b. Assists with disaster declarations, evacuation orders and re-entry decisions.

c. Council Members

- a. Provide direction and support to the EOP.

2. Crestview Police Department

- a. Police Chief reports to the City of Crestview EOC when activated.
- b. Maintain law and order
- c. Control traffic

- d. Protect vital installations
 - e. Control and limit access to the scene of the disaster
 - f. Assist with all evacuation efforts
 - g. Assist with search and rescue
3. Crestview Fire Department
- a. Fire Chief reports to and chairs the City of Crestview EOC
 - b. Provides fire protection and the combating of fires
 - c. Search and rescue
 - d. Decontamination
 - e. Assist with damage assessment
4. City of Crestview Department of Public Services
- a. Public Services Director reports to the City of Crestview EOC
 - b. Maintaining streets, avenues, highways and other routes of travel.
 - c. Assisting with heavy rescue
 - d. Assist with decontamination
 - e. Engineering services as required
 - f. Transportation
 - g. Debris removal
 - h. Inspection of shelter sites for safe occupancy
 - i. Facility damage assessment, public and private, for safe occupancy
 - j. Enforcement of building codes
 - k. Maintenance of vehicles and other essential equipment of the various departments and agencies
 - l. Development of a plan of priorities to be used during the period of increased readiness that addresses the repair of vehicles and equipment
 - m. Maintenance of a reserve supply of fuel
 - o. Provisions for the immediate repair of emergency service vehicles and equipment, both in the field and in the shop, as the situation permits

5. City of Crestview Finance Department
 - a. Finance Director reports to the City of Crestview EOC
 - b. Maintaining economic stabilization efforts as required
 - c. Maintaining a list of suppliers, vendors, and items of critical emergency need.
 - d. Maintains accountability of all expenditures, debt and man hours dedicated to the declared event.
 - e. Provides proper FEMA documentation to Okaloosa County EOC for potential reimbursements.
6. Development Services
 - a. Reports to the City of Crestview EOC.
 - b. Assist with facility damage assessment, public and private, for safe occupancy.
7. Public Information Officer (PIO)
 - a. Reports to the City of Crestview EOC when activated.
 - b. Disseminates information to the public.
8. City Clerk
 - a. Reports to the City of Crestview EOC when activated.
 - b. Documents all activities within the EOC.
 - c. Provides for records management within the EOC.
9. Information Technology (IT)
 - a. Reports to the City of Crestview EOC when activated.
 - b. Maintains critical hardware such as telephones, computers, networks and internet capability during a declared event.
10. Okaloosa County Emergency Medical Services (EMS)
 - a. Responsible for emergency medical treatment and transport during a declared event
 - b. Provides staff for medical care in designated shelters.
 - c. Assists with special needs evacuation.
11. Okaloosa County Health Department
 - a. Conduct community needs assessments

- b. Ensures safety, disease prevention to include vector born disease prevention
 - c. Provides medical support to shelters
 - d. Emergency interment coordination
 - e. Insect and pest control as required
 - f. Inoculations for the prevention of disease
- 12. North Okaloosa Medical Center (NOMC)
 - a. Emergency medical care
 - b. Limited on-site decontamination
 - c. Hospital evacuation
 - d. Traditional hospital medical services
- 13. Okaloosa County School District
 - a. Provide the use of facilities for emergency public education.
 - b. Providing facilities for emergency housing of evacuees and relief forces
 - c. Providing facilities for emergency first aid stations, emergency hospitals, or emergency morgues
 - d. Providing personnel for shelter managers and staff
 - e. Providing recreation plans for shelter occupants' use during shelter-stay period

C. Support Functions

- 1. Support from the National Guard may be requested through the Okaloosa County EOC from the State office of emergency management. Military assistance will complement and not be a substitute for local participation in emergency operations. Military forces will remain at all times under military command but will support and assist response efforts.
- 2. Support from other State government departments and agencies may be made available in accordance with the State plan.
- 3. Private sector organizations within the jurisdiction may assist with a wide variety of tasks based on their capabilities.
- 4. Volunteer agencies, such as the American Red Cross, local church/synagogue congregations, and assistive organizations, such as the Salvation Army, are available to give assistance with sheltering, feeding, and other issues, as necessary.

5. Assistance from surrounding jurisdictions may be available through the execution of a memorandum of understanding (MOU) or MOA.

III. +

IV. *Direction, Control, and Coordination

A. Authority to Initiate Actions

1. The Mayor of the City of Crestview is responsible for activating the EOP. Where the city is already responding to an unannounced event, the decision to activate the EOP will be done with the coordination of the “on scene” commander of the event.
2. Where the Mayor is not available, the ability to activate the EOP shall fall within the designated chain of succession to the Mayor.
3. Once notified, the Fire Chief is responsible for implementing the EOP. Where the Fire Chief is not available, the Police Chief shall commence implementation.

B. Command Responsibility for Specific Actions

1. With the activation of the EOP, the Emergency Operations Center (EOC) shall be activated. All activities that support the resolution of, and recovery from the declared event shall be coordinated and directed from the EOC.
2. The City of Crestview EOC will be made up of eight (9) essential support function representatives (ESF’s) with the Fire Chief designated as the EOC Director of Emergency Management.
 - a. The eight (8) EOC, ESF’s are:
 - a. Fire Chief (Director)
 - b. Police Chief
 - c. Public Services Director
 - d. City Manager
 - e. Development Services Representative
 - f. Finance Director
 - g. IT representative
 - h. Public Information Officer (PIO)
 - i. City Clerk

3. Incident Command System

The incident command structures used within the City of Crestview's jurisdiction shall be compliant with the National Incident Management System (NIMS). Designated incident commanders are responsible for directing on-scene emergency operations and maintaining command and control of the scene. The EOC shall provide support to the designated incident commanders. If a disaster affects multiple widely separated facilities or jurisdictions, separate incident command operations and an area command may be set up.

4. Assistance

If the City of Crestview's own resources are insufficient or inappropriate to respond to the event, a request will be made for assistance from other jurisdictions, the State, or Federal government. Such requests shall only be made through the EOC.

V. Information Collection and Dissemination

- A. Disaster information managed by the City of Crestview EOC is coordinated through the ESF's located in the EOC. These representatives collect information from and disseminate information to counterparts in the field. These ESF's also disseminate information within the EOC that can be used to develop courses of action and manage emergency operations.
- B. The City of Crestview PIO shall coordinate and/or disseminate all information to the public.

VI. Communications

- A. Communication protocols and coordination procedures are described in detail in the City of Crestview Communications Plan (Needs to be developed). Please refer to this plan for additional information.

VII. Administration, Finance, and Logistics

A. General Policies

1. The authority to make purchases during an emergency event, where the EOP/EOC has been activated, shall rest with the members of the EOC. No purchases will be made without the EOC's approval.
2. Reference should be made to administrative requirements that are applicable to emergency operations (e.g., emergency purchasing procedures), which appear in other documents. (reference the city purchase plan)
3. Records and Reports for Resources and Expenditures.
 - a. Responsibility for submitting local government reports to the State office of homeland security and emergency preparedness rests with the City of Crestview Finance Director.
 - b. The Finance director shall maintain records of expenditures and obligations in emergency operations. They should also support the collection and maintenance of narrative and long-type records of response to all declared disasters.
4. Agreements and Understandings

This section references any mutual aid agreements or emergency response and recovery contracts that exist. It also indicates who is authorized to activate those agreements or contracts. Need to identify:

 - a. Existing mutual aid agreements
 - a. The city of Crestview has current mutual aid agreements with the surrounding fire departments to include North Okaloosa Fire District (NOFD), Almerante Fire District, Baker Fire District, Holt Fire District and Eglin AFB. These agreements would provide or receive specific aid as requested. Where the EOP is activated, all requests would be made through the Okaloosa County EOC.
 - b. The Crestview Police Department has mutual aid agreements with the Okaloosa County Sheriffs Office and other surrounding municipalities. These aid agreements are outlined in the Crestview Police Department EOP.
 - b. There are currently no existing contracts for services with the City of Crestview for any emergency response or recovery.

B. Additional Policies

1. When the resources of local government are exhausted or when a needed capability does not exist within a local government, the local units of government call for assistance from the State.
2. The incident commander will submit periodic situation reports to the appropriate authorities during a major disaster using standard ICS formats.

VIII. Plan Development and Maintenance

A. Requirements

- a. The Mayor of Crestview has the overall responsibility for ensuring that efficient emergency planning is being conducted.
 - b. The City Manager will ensure that an updated EOP is distributed appropriately.
 - c. Each department shall be responsible for updating their internal department plans, SOPs, and resource data to ensure prompt and effective response to and recovery from emergencies and disasters.
2. Review and Update
- a. The Basic Plan and its appendices should be reviewed and updated annually.
 - b. Updates should be made to the EOP when any documents are no longer current. Changes in planning documents may be needed:
 - 1) When hazard consequences or risk areas change.
 - 2) When the concept of operations for emergencies changes.
 - 3) When departments, agencies, or groups that perform emergency functions are reorganized and can no longer perform the emergency tasks laid out in planning documents.
 - 4) When warning and communications systems change.
 - 5) When additional emergency resources are obtained through acquisition or agreement, the disposition of existing resources changes,

or anticipated emergency resources are no longer available.

- 6) When a training exercise or an actual emergency reveals significant deficiencies in existing planning documents.
- 7) When State or Federal planning standards for the documents are revised.

IX. Authorities and References

A. Legal Authority

1. Federal

- a. The Robert T. Stafford Disaster Relief and Emergency Assistance, Public Law 93-288 as amended
- b. Public Employees Occupational Safety and Health Act (PEOSHA) regulations

B. References

1. Federal

- a. Comprehensive Preparedness Guide (CPG) 101: Developing and Maintaining State, Territorial, Tribal, and Local Government Emergency Plans, March 2009.
- b. Homeland Security Exercise and Evaluation Program (HSEEP), February 2007.
- c. National Incident Management System (NIMS), December 2008.
- d. National Response Framework, Federal Emergency Management Agency, January 2008.

2. State

- a. State EOP

3. Local

- a. Local EOPs
- b. Inter-local agreement(s)



Staff Report

CITY COUNCIL MEETING DATE: August 24, 2020

TYPE OF AGENDA ITEM: Purchase / Contract

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jessica Leavins, HR Specialist
DATE: 8/18/2020
SUBJECT: Florida Blue Accounting and Retention Agreement

BACKGROUND:

The City of Crestview entered into a contract with Florida Blue in October 2016 to provide employee health insurance. The City is renewing this contract for the 2020-2021 fiscal year.

As a part of the 2020-2021 employee health insurance rate negotiation, our insurance agent, Barnes Insurance and Financial Services negotiated for us an Accounting and Retention agreement. This agreement is commonly known as a Proshare agreement.

DISCUSSION:

This agreement provides for a rebate to the city if premiums paid are greater than the sum of: incurred claims (in excess of the pooling point), capitalization charges, pooling charges, and administrative charges. The rebate is equal to 25% of the excess in year one, 35% the excess in year two, and 50% of the excess in year three.

As part of this agreement the city agrees to maintain 100 or more members and not have any payments more than 31 days past due.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability.

FINANCIAL IMPACT

This plan has no financial impact on the 2020-2021 budget year. There will be a financial benefit to the city in the 2021-2022 budget year of 25% of excess premiums.

RECOMMENDED ACTION

Staff respectfully requests the council agree to the Accounting and Retention Agreement.

Attachments

1. 59530 CITY OF CRESTVIEW-AGREEMENT
2. Florida Blue @0

**BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.
HEALTH OPTIONS, INC.**

**ACCOUNTING AND RETENTION AGREEMENT
(Proshare)**

This is an Agreement (hereinafter "Agreement") between Blue Cross Blue Shield of Florida, Inc. d/b/a Florida Blue and Health Options, Inc., (hereinafter jointly referred to as "Florida Blue"), located at 4800 Deerwood Campus Parkway, Jacksonville, Florida 32246 and CITY OF CRESTVIEW, (hereinafter "the Group") located at 198 N WILSON ST, CRESTVIEW, FL. 32536-3436.

WHEREAS, the Group requests Florida Blue to provide a health maintenance organization (hereinafter "HMO") and a Point-of-Service insurance program, (hereinafter jointly referred to as GHP "the Group Health Plan") to its employees and their covered dependents (hereinafter "Group Member(s)"; and;

WHEREAS, Health Options, Inc., has agreed to provide the HMO part of the GHP, and Florida Blue has agreed to provide the insurance part of the GHP; and

WHEREAS, each of the parties to this Agreement seeks to set forth in writing the terms and conditions of their Agreement.

NOW THEREFORE, for good and valuable consideration, the parties agree to these terms and conditions:

I. TERM

The initial term of this Agreement shall begin on October 1, 2020, (the effective date) and shall end on September 30, 2021, (the termination date), unless otherwise terminated or renewed in accordance with the provisions of this Agreement.

During the term of this Agreement, the Group agrees to: a) maintain enrollment that does not decline to one hundred (100), or fewer contracts for two consecutive months or three nonconsecutive months during a single contract period, and b) meet or exceed the minimum participation guidelines set forth in the True Group Application. In the event the Group is unable to maintain adequate enrollment, this Agreement may be terminated, and no settlement will be prepared, and the Group will not be eligible for this funding arrangement in the future.

II. BENEFIT PLAN

Florida Blue will pay benefits to all eligible Group Members in accordance with the provisions of this Agreement and the GHP.

III. PREMIUM PAYMENTS

The Premium Rates, Prepayment Fees, and Supplemental Charges for the GHP are payable in advance to Florida Blue at the address set forth above. The premiums for the program are set forth in Exhibit A.

IV. SETTLEMENT ACCOUNTING

Within one hundred twenty (120) days after the end of the initial term of the Agreement and any renewal term, Florida Blue shall prepare and furnish to the Group a Settlement Accounting of their operations of that term. This Settlement Accounting shall include operations under all coverages of the Agreement and shall set forth the following:

- (a) Earned Premium
- (b) Incurred Claims less claims in excess of the pooling point
- (c) Capitation Charges, if applicable
- (d) Pooling Charges (not included in administrative charges)
- (e) Administrative Charges as set forth on Exhibit A

If Earned Premium is greater than the sum of Incurred Claims less claims in excess of the pooling point, Capitation Charges, Pooling Charges and Administrative Charges, a portion of this excess will be returned to the Group as determined by the following:

- (a) After completion of the 1st policy year - 25% of the excess
- (b) After completion of the 2nd policy year - 35% of the excess
- (c) After completion of the 3rd policy year - 50% of the excess

If the Group cancels prior to the completion and acceptance of the Settlement Accounting, no excess premium will be returned for the prior policy year or the current policy year. Excess premium for each policy will be determined solely from the results of that year. Prior gains or deficits will not be carried forward to subsequent years.

If Earned Premium is less than the sum of Incurred Claims less claims in excess of the pooling point, Capitation Charges, Pooling Charges and Administrative Charges, the deficit will be retained by Florida Blue.

V. TERMINATION

This Agreement may be terminated at any anniversary of the effective date by either party by giving the other party at least 45 days prior written notice of such termination.

VI. MODIFICATION OF RATES

Rates for the term of this Agreement will remain in effect, as set forth in Exhibit A, provided there is no material change to the Benefit Contracts, the enrollment, or any other risk factor, as determined by Florida Blue. Thereafter, all rates set forth in Exhibit A of this Agreement are subject to change by Florida Blue at any time following at least forty-five (45) days prior written notice to the Group. The revised rates, administrative charge and pooling charge will be set forth and presented to the Group on a revised Exhibit A. All other provisions of this Agreement shall remain in effect without modification.

VII. LATE PAYMENT/CHARGE

In the event the Group fails to make any payment due under this Agreement, in full, prior to the applicable due date, such payment may be made to Florida Blue up to ten (10) days after such due date without a late payment charge. Payments received by Florida Blue eleven (11) to thirty-one (31) days after such due date are subject to a late payment charge. The Group shall pay any late payment charge to Florida Blue immediately upon receipt of the notice of such charge.

In the event any charge under this Agreement is not paid, in full, by the Group to Florida Blue within thirty-one (31) days after the applicable due date, this Agreement will automatically terminate as of the applicable due date. In the event this Agreement terminates retrospectively for any reason, the Group shall be liable, in addition to all other liabilities set forth in this Agreement, for any claim(s) paid by Florida Blue which were incurred after the termination date.

All payments due for changes during the Agreement period must be received by Florida Blue in order for the Group to share in any excess.

VIII. RENEWAL

This Agreement shall automatically renew/extend for additional one-year period(s), after the termination date, at the rates then in effect (the renewal rates), unless either party notifies the other party of its intent not to extend this Agreement at least forty-five (45) days prior to the applicable Anniversary Date. The renewal rates will be set forth and presented to the Group on a revised Exhibit A.

IX. INCONSISTENCIES

If the provisions of this Agreement are, in any way, inconsistent with the provisions of the Benefit Contract(s), then the provisions of this Agreement shall prevail, and the other provisions shall be deemed modified but only to the extent necessary to implement the intent of the parties expressed herein.

X. SURVIVAL

The rights and obligations of the parties, as set forth herein, shall survive the termination of this Agreement to the extent necessary to effectuate the intent of the parties as expressed herein.

XI. WAIVER OF BREACH

The failure by either party, at any time, to enforce or to require the strict adherence to any provision of this Agreement shall not be deemed to be a waiver of such provision or any other provision of this Agreement.

XII. GOVERNING LAW

This Agreement and the rights of the parties hereunder, shall be construed according to the laws of the State of Florida.

XIII. SEVERABILITY

In the event any provision of this Agreement is deemed to be invalid or unenforceable, all other provisions shall remain in full force and effect.

XIV. AMENDMENT

This Agreement may be amended at any time upon mutual, written agreement of both parties, except that Florida Blue may make changes necessary to comply with State and Federal laws upon 60 days notice to the Group.

XV. ENTIRE AGREEMENT

This Agreement, including its Exhibits, the application(s) for coverage, and the Benefit Contract(s) constitute the entire Agreement between the Group and Florida Blue. Any prior agreements, promises, or representations, either oral or written, relating to the subject matter of this Agreement, and not expressly set forth in this Agreement, are of no force or effect.

XVI. NOTICES

Any notice, required or permitted under this Agreement, shall be deemed given if hand delivered or if mailed by United States mail, or an overnight mail service (e.g., Federal Express), postage prepaid, to the applicable address as set forth above or to such other address as a party may designate, in writing, to the other party. Such notice shall be deemed effective as of the date so deposited or delivered.

XVII. SEPARATE CORPORATIONS

Florida Blue and Health Options, Inc., are separate corporations. Nothing in this Agreement shall be construed, for any purpose whatsoever, to make either liable for the actions of the other.

XVIII. PROVIDER NETWORKS

Florida Blue Health Care Provider Networks are subject to change and may be modified at any time during the term of this Agreement without notice to or consent of the Group or any Group Member.

**BLUE CROSS & BLUE SHIELD OF FLORIDA, INC.
d/b/a FLORIDA BLUE & HEALTH OPTIONS, INC.**

By: _____

Name: Joseph C. Gregor, Esq.

Title: Vice President, Commercial Segments

Date: _____

CITY OF CRESTVIEW

By: _____

Name: _____
Printed

Title: _____

Date: _____

**EXHIBIT A
TO THE
ANNUAL ACCOUNTING AND RETENTION AGREEMENT
WITH
CITY OF CRESTVIEW
GROUP NO. 59530**

A. Premium rates effective: October 1, 2020 through September 30, 2021

Blue Options Plan 03559:	Single:	\$760.99
	E/S:	\$1,811.16
	E/C:	\$1,432.45
	Family:	\$2,387.42

Blue Options Plans O5770:	Single:	\$740.97
	E/S:	\$1,763.50
	E/C:	\$1,422.65
	Family:	\$2,371.09

Blue Care Plan 59:	Single:	\$624.90
	E/S:	\$1,487.25
	E/C:	\$1,199.80
	Family:	\$1,999.66

B. Administrative charges effective: October 1, 2020 through September 30, 2021

BOP 19.79% of earned premium

HMO 19.65% of earned premium

C. Pooling effective: October 1, 2020 through September 30, 2021

Pooling Level: \$170,000 Per Individual

Pooling Charges: BOP 7.41% of earned premium

HMO 7.33% of earned premium



An Independent Licensee of the
Blue Cross and Blue Shield Association

EMPLOYER APPLICATION (True Group Application)

☐ New Business ☒ Renewal Business ☐ Other

I. Group Information Group # (Florida Blue): (Florida Blue HMO):

A. Name of Group:

Nature of Business: SIC Code:

Mailing Address:

Email Address:

List below Subsidiary or Affiliated Companies whose employees are to be eligible and included with this application.

Name	Address

B. Applicant hereby applies for issuance of a Group Policy (herein referred to as a Policy) by Blue Cross and Blue Shield of Florida, Inc., D/B/A Florida Blue and/or Health Options, Inc., D/B/A Florida Blue HMO. Upon acceptance of this application by Florida Blue and/or Florida Blue HMO, it will become part of the Policy issued to the applicant named above.

C. Prior Insurance Carrier: Insurance
HMO

D. The Policy excludes expenses for any service or supply to diagnose or treat any Condition from or in connection with an Insured's job or employment (e.g., any service or supply which is covered by Workers' Compensation insurance) except for medically necessary services (not otherwise excluded) for an individual who is not covered by Workers' Compensation and that lack of coverage did not result from any intentional action or omission by that individual. The foregoing exclusion applies to an individual who elects exemption from Workers' Compensation coverage and to an individual who foregoes Workers' Compensation coverage available to employees in the Group.

E. Workers Compensation Carrier is:

II. Effective Date/Eligibility Information

A. Effective Date of this Policy shall be

Effective Date of this Change to the Policy shall be

This Policy may be terminated by the applicant or Florida Blue/Florida Blue HMO by giving at least 45 days prior written notice to the other party except in the case of non-payment of Premium.

B. Only eligible employees who regularly work a minimum of hours each week and their eligible dependents, shall be eligible for coverage upon the Effective Date of this Policy.

C. Specify classification of enrollees for whom coverage is being requested, if other than eligible employees as described in B above.

D. New eligible employees may be covered effective on the after days of employment, so long as the eligible employee submits an application to Florida Blue/Florida Blue HMO within 30 days of the date the individual first meets the applicable eligibility requirements.

E. At least % of the eligible employees must be enrolled under the Policy on the Effective Date and throughout the term of the Policy and the Group must meet and continue to meet Florida Blue/Florida Blue HMO participation requirements.

F. Florida Blue/Florida Blue HMO shall have the right to audit the applicant's payroll records at any time to confirm eligibility for coverage, including participation percentage criteria required by Florida Blue/Florida Blue HMO. Applicant agrees to furnish any such request.

G. Employer Contribution: Employee: % Dependents: %

EMPLOYER APPLICATION (True Group Application)

III. Health Plan Summary Information (select the appropriate box[s]):

Mandated Benefit Offerings: (Optional) Applicant has been advised of the following benefit offerings mandated by the Federal and/or State Law. Applicant's decision to accept or decline these benefits is indicated below.

Included in Product	Accept	Decline	
☒	☐	☐	Mental & Nervous Disorder
☒	☐	☐	Alcohol and drug dependency
☒	☐	☐	Mammograms Waiver of Deductible & Coinsurance
☒	☐	☐	Enteral Formulas

☒ Single Plan

☐ Blue Packages

Health Plan Name		Rx Option (indicate copayments)	
BlueOptions Physician Copay Plan 03559 - Cust		BlueScript Rx OOP Int \$10/\$30/\$50C - STD	
Benefit Period : 01/01/2020 - 12/31/2020		Coinsurance:	
Deductible :		In-Network / Participating 80% / 20%	
Per Person	\$500 / \$750	Out-of-Network/Non-Participating 60% / 40%	
Per Family	\$1,500 / \$2,250	Office Visit Copay:	
Pre-Existing	N/A	Family Physician \$20	
Rates		All Other Providers \$40	
Employee \$746.07	Employee/Spouse \$1775.65	Employee/Child(ren) \$1432.45	Family \$2387.42
Spouse N/A	Child(ren) N/A	Spouse/Child(ren) N/A	Employee + 1 N/A

EMPLOYER APPLICATION (True Group Application)

☒ Single Plan

☐ Blue Packages

Health Plan Name BlueCare NFQ LG GRP Plan 51 - Cust		Rx Option (indicate copayments) BlueCare Rx OOP INT \$10/\$50/\$80C - STD	
Benefit Period : 01/01/2020 - 12/31/2020		Coinsurance:	
Deductible :		In-Network / Participating 50% / 50%	
Per Person	\$2,000 / NA	Out-of-Network/Non-Participating	Not Applicable / Not Applicable
Per Family	NA / NA	Office Visit Copay:	
Pre-Existing	N/A	Family Physician	\$35
Rates		All Other Providers	\$75
Employee	\$525.20	Employee/Spouse	\$1249.97
Spouse	N/A	Child(ren)	N/A
Employee/Child(ren)	\$1008.38	Spouse/Child(ren)	N/A
Family	\$1680.63	Employee + 1	N/A

☒ Single Plan

☐ Blue Packages

Health Plan Name BlueCare NFQ LG GRP Plan 59 - Cust		Rx Option (indicate copayments) BlueCare Rx OOP INT \$10/\$30/\$50C - STD	
Benefit Period : 01/01/2020 - 12/31/2020		Coinsurance:	
Deductible :		In-Network / Participating 90% / 10%	
Per Person	\$500 / Not Applicable	Out-of-Network/Non-Participating	Not Applicable / Not Applicable
Per Family	\$1,000 / Not Applicable	Office Visit Copay:	
Pre-Existing	N/A	Family Physician	\$15
Rates		All Other Providers	\$35
Employee	\$616.20	Employee/Spouse	\$1466.56
Spouse	N/A	Child(ren)	N/A
Employee/Child(ren)	\$1183.11	Spouse/Child(ren)	N/A
Family	\$1971.85	Employee + 1	N/A

See the Group Master Policy for a complete description of benefits.

IV. Health Savings Account (HSA), Health Reimbursement Arrangement (HRA) or Flexible Spending Account (FSA)

A. Are you choosing Florida Blue's integrated HSA, HRA or FSA preferred administrator arrangement? ☐ Yes ☒ No
(if left blank, the response is assumed to be No.)

B. If Yes is selected above, which type of accounts are you choosing ☐ HSA ☐ HRA ☐ FSA

NOTE: Applicant must have elected an HSA compatible plan to be able to offer an HSA with preferred administrator.

V. Rate Information

A. Premium/Prepayment fee are payable monthly on or before the due date which will be:

1st

B. **Regular Billing** - Employee applications should be submitted thirty (30) days prior to proposed Effective Date.

Employee cancellations must be submitted within 30 days of the Effective Date of the Termination.



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EMPLOYER APPLICATION (True Group Application)

- C. The Rates established for this Policy will not be changed for the first twelve (12) months following the initial Effective Date of Coverage unless there is a change in benefits or a 15% or more change in the composition of the group. However, Florida Blue/Florida Blue HMO may change the Rates that are to be effective after this initial twelve (12) month period of coverage by providing notice to the employer of such changed Rates forty-five (45) days prior to their Effective Date.

- D. Funding Arrangements: Florida Blue:

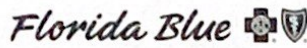
ANNUAL REFND NO SPEC STOP LOSS

HMO:

ANNUAL REFND NO SPEC STOP LOSS

- E. Rate Comments:

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EMPLOYER APPLICATION (True Group Application)

VI. Applicant Responsibilities

- A. The applicant shall: 1) Notify each enrollee to the benefits selected by the applicant, their Effective Date, and the termination date of coverage (in this regard, applicant acts as the agent of the enrollee, and in no event shall the applicant be deemed an agent of Florida Blue/Florida Blue HMO for this or any other purpose, nor shall Florida Blue/Florida Blue HMO be responsible for such notification to retirees); 2) Deliver to covered enrollees identification cards and certificates of coverage furnished by Florida Blue/Florida Blue HMO; 3) Notify Florida Blue/Florida Blue HMO promptly of any changes in the eligibility of enrollees covered under this Agreement; 4) List any absentees at the time of initial enrollment on the appropriate Florida Blue/Florida Blue HMO form. Applications from absentees will be accepted at Florida Blue/Florida Blue HMO Corporate Headquarters no later than thirty (30) days from the group's Effective Date; 5) Collect enrollee contribution, if required, and remit Premium payment/prepayment fees to Florida Blue/Florida Blue HMO as specified in this application.
- B. Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
- C. Applicant hereby establishes an Employee Welfare Benefit Plan for the purpose of providing for its employees or their beneficiaries medical, surgical, hospital care, or benefits in the event of sickness.
- D. If applicant chose an HSA, HRA or FSA integrated arrangement with Florida Blue's preferred administrator, applicant agrees to obtain from each employee enrolling in a health plan issued or administered by Florida Blue and establishing an HSA, HRA or FSA in conjunction therewith, the employee's signed HIPAA compliant authorization form that authorizes Florida Blue to disclose to Florida Blue's preferred administrator such information, including protected health information, of the employee as the administrator may require in order to establish and maintain the employee's HSA, HRA or FSA accounts. Applicant acknowledges and agrees that Florida Blue does not provide banking or administrative services for HSA, HRA or FSAs and that Florida Blue is not responsible for the provision of HSA, HRA or FSA services. HSA, HRA or FSA services are provided by the administrator of applicant's choice subject to the terms and conditions of such agreements, including any fees that the administrator may require.
- E. Applicant understands that if applying for an HSA-qualified High Deductible Health Plan and electing to grant Prior Carrier Credit under Florida law to enrolling Employees, then that plan may no longer qualify as an HSA-compatible plan.
- F. Applicant agrees to receive group invoices and other communications from Florida Blue/Florida Blue HMO electronically through your BlueBiz account. You agree to keep your email address up-to-date in order to access and receive required communications through your BlueBiz account. Applicant understands that failing to update your email address may result in delay of notification of important information including premium invoices. [Applicant may change this mailing preference at any time by calling Florida Blue/Florida Blue HMO or logging into your BlueBiz account.]
- G. If applicant is applying for BlueOptions which includes a pharmacy plan with an Exclusive Provider Provision (EPP), applicant acknowledges that all eligible employees live, reside or work in the Service Area. Applicant acknowledges receipt of 1) a description of the exclusive providers; 2) a description of the exclusive provider provisions including coinsurance and deductible levels if providers other than exclusive providers are used; 3) a description of coverage for emergency and urgently needed care and other out-of-service area coverage; 4) a description of limitations on referrals to restricted exclusive providers and to other providers; and 5) a description of Florida Blue's quality assurance program and grievance procedure. Applicant further acknowledges that applicant understands the restrictions of the BlueOptions Exclusive Provider Organization for pharmacy plans that include this provision.

VII. Final Premiums, Benefits and Effective Dates are Subject to Approval by Florida Blue Corporate Headquarters

Issuance of the Policy by Florida Blue/Florida Blue HMO will be deemed acceptance of this application.

Date

Signature of Applicant

Print/Type Name & Title



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EMPLOYER APPLICATION (True Group Application)

Date

Florida Blue and/or Florida Blue HMO Licensed Agent (Print)

8/11/2020

James Glenn Little

Signature of Agent

Agent License Identification Number

5014002

Health and vision insurance is offered by Blue Cross and Blue Shield of Florida, Inc., D/B/A Florida Blue. HMO coverage is offered by Health Options, Inc., D/B/A Florida Blue HMO, an HMO subsidiary of Florida Blue. These companies are Independent Licensees of the Blue Cross and Blue Shield Association.



Staff Report

CITY COUNCIL MEETING DATE: August 24, 2020

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM:
DATE: 8/19/2020
SUBJECT: CARES Act Subrecipient Agreement

BACKGROUND:

The COVID-19 virus has had a major impact throughout the United States and here in Okaloosa County.

As a part the COVID-19 relief program put forth by the federal government, the CARES act provided for an opportunity for local government to offset the expenses incurred during the crisis and to encourage social and physical distancing moving forward.

The CARES Act, section 601(d) of the Social Security Act, created the Coronavirus Relief Fund (CRF) and provided Florida with \$8,328,221,072; 55% of which was allocated to the State of Florida and 45% was allocated to counties.

The United States Department of the Treasury disbursed \$2,472,413,692 of these funds directly to counties with a population in excess of 500,000.

A remaining balance of \$1,275,285,790 was reverted to the State of Florida from the local government allocation, for the State to disburse to counties with populations less than 500,000.

DISCUSSION:

The United States Department of Treasury decided to disburse the funds through each state. In the State of Florida, the Division of Emergency Management (FDEM) was tasked with overseeing the process.

The FDEM has entered into recipient agreements with each of the counties with a population of less than 500,000. The counties, in this case Okaloosa County, in return enter into subrecipient agreements with each city.

Based on the distribution mechanism used, the City of Crestview will receive up to \$4,410,118.00 in funding. Twenty-five percent of the funding or \$1,102,529.50 in funding is eligible upon completion of the attached agreement. the remaining \$3,307,589.00 is contingent upon the county entering into a second agreement with the FDEM.

From the beginning of the pandemic, city staff has tracked all COVID related expenses. Since the announcement of this program, Staff has worked to compile of list of eligible projects to use this funding for.

The projects are broken into two categories with one being reimbursement and the other being COVID-19 related improvements. The projects for the first disbursement are as follows;

REIMBURSEMENT \$367,531.13

- * COVID related Administrative Leave pay \$247,445.75
- * COVID related Overtime Pay (Dispatch) \$4,863.51
- * COVID related Overtime Pay (Public Services) \$2,504.12
- * Small Business Recovery Grant Labor \$2,775.00
- * Small Business Recovery Grant Awards \$75,000.00
- * Misc. COVID-19 Projects \$23,967.38
- * CIVIC Clerk upgrade for remote meetings \$3,780.00
- * WireCast Software (Remote Meetings) \$569.00
- * GoToMeeting Software (Remote Meeting) \$192.00
- * Forklift Rental (Feeding activities) \$907.00
- * Portable toilet rentals \$1350.00
- * ServPro Cleanings \$4,177.25

COVID RELATED PROJECTS \$633,322.00

- *Information Technology Improvements \$142,900.00
(Teamviewer, Portable Devices, Hotspots, Surfaces, Webcams, New Fiber Ring)
- *Human Resources Improvements \$142,900.00
(Timeclocks, Proximity Systems Doors, software)
- *Public Information/ Media Improvements \$13,522.97
(hardware/software for social distance civic involvement)
- *Parks & Recreation Improvements \$25,400.00
(Barrier construction, remodels, computers, remote payment software)
- *Library Improvements \$75,000.00
(RFID, sanitizing equipment, social distance improvements)
- *social distancing improvements City Hall \$250,000.00

The projects provide above are based on actual expenses and estimates. The purpose of the list is for discussion and conceptual approval.

Two of the items that for consideration for the second round of funding are;

1. Working with Okaloosa County on a grant program for small businesses and nonprofits (20% ask) \$882,000.00
2. Setting aside for lost revenue provision (should it be added) \$1,100,000.00

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local

government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The approval of the agreement will ensure eligibility for funding up to \$4,410,118.00.

RECOMMENDED ACTION

Staff respectfully requests approval for the City Manager and City Attorney to work with representatives from Okaloosa County on finalizing and executing the agreement.

Attachments

1. V2Okaloosa County CARES Act Funding Agreement Y2276 unexecuted
2. Okaloosa Subrecipient Agreement CARES 7.30.20 Final Crestview 8.18.2020

CARES ACT FUNDING AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division" or "Recipient"), and **Okaloosa County**, (hereinafter referred to as the "County" or "Subrecipient").

This agreement is entered into based on the following representations:

- A. The Subrecipient represents that it is fully qualified and eligible to receive this funding for the purposes identified herein; and
- B. The Division has received these funds from the U.S. Department of Treasury through the State of Florida and has the authority to distribute these funds to the Subrecipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.
- D. The CARES Act, section 601(d) of the Social Security Act, created the Coronavirus Relief Fund (CRF) and provided Florida with \$8,328,221,072; 55% of which was allocated to the State of Florida and 45% was allocated to counties.
- E. The United States Department of the Treasury disbursed \$2,472,413,692 of these funds directly to counties with a population in excess of 500,000.
- F. A remaining balance of \$1,275,285,790 was reverted to the State of Florida from the local government allocation, for the State to disburse to counties with populations less than 500,000.

Therefore, the Division and the Subrecipient agree to the following:

(1) **LAWS, RULES, REGULATIONS, AND POLICIES**

- a. Performance under this Agreement is subject to 2 C.F.R Part 200, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."
- b. As required by section 215.971(1), Florida Statutes, this Agreement includes:
 - i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.
 - ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment or reimbursement. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
 - iii. A provision specifying the financial consequences that apply if the Subrecipient fails to perform the minimum level of service required by the agreement.
 - iv. A provision specifying that the Subrecipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
 - v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.
 - vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.
- c. In addition to the foregoing, the Subrecipient and the Division will be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(2) CONTACT

- a. In accordance with section 215.971(2), Florida Statutes, the Division's Program Manager will be responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Program Manager for the Division will monitor and document Subrecipient performance.
- b. The Division's Program Manager for this Agreement is:

Wesley Sapp
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 815-4431
Email: Wesley.Sapp@em.myflorida.com

- c. The name and address of the representative of the Recipient responsible for the administration of this Agreement is:

Allison McLeary
Division of Emergency Management
2555 Shumard Oak Blvd
Telephone: 850-815-4455
Email: Allison.McLeary@em.myflorida.com

- d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(3) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(4) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(5) MODIFICATION

This agreement may not be modified.

(6) PERIOD OF AGREEMENT

This Agreement shall be effective on **March 1, 2020** and shall end on **December 30, 2020**, unless terminated earlier in accordance with the provisions of Paragraph (15) TERMINATION. In accordance with section 215.971(1)(d), Florida Statutes, the Subrecipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during the specific agreement period."

(7) FUNDING

- a. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, and the Florida Constitution.
- b. This is a modified reimbursement agreement. The State, through the Division, will make an initial disbursement to the county of 25% of the total amount allocated to the county according to the United States Department of the Treasury. Any additional amounts will be disbursed on a reimbursement basis.

- c. Subrecipients may use payments for any expenses eligible under section 601(d) of the Social Security Act, specifically the Coronavirus Relief Fund and further outlined in US Treasury Guidance. Payments are not required to be used as the source of funding of last resort.
- d. The Division's Program Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.
- e. For the purposes of this Agreement, the term "improper payment" means or includes:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements.
- f. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher.
- g. Counties should provide funding to municipalities within their jurisdiction upon request for eligible expenditures under the CARES Act. However, counties are responsible for the repayment of funds to the Division for expenditures that the Division or the Federal government determines are ineligible under the CARES Act.
- h. The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that¹—
 - i. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - ii. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
 - iii. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020. Funds transferred to Subrecipient must qualify as a necessary expenditure incurred due to the public health emergency and meet the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if the funds have not been used in a manner consistent with section 601(d) of the Social Security Act.
- i. Examples of Eligible Expenses include, but are not limited to:
 - i. Medical expenses
 - ii. Public health expenses
 - iii. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
 - iv. Expenses of actions to facilitate compliance with COVID-19 related public health measures.
 - v. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency.
 - vi. Any other COVID-19 – related expenses reasonably necessary to the function of government that satisfy the fund's eligibility criteria.

(8) INVOICING

- a. In order to obtain reimbursement for expenditures in excess of the initial 25% disbursement, the Subrecipient must file with the Division Grant Manager its request for reimbursement and any other information required to justify and support the payment request. Payment requests must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows:

¹ <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

- b. Reimbursements will only be made for expenditures that the Division provisionally determines are eligible under the CARES Act. However, the Division's provisional determination that an expenditure is eligible does not relieve the county of its duty to repay the Division for any expenditures that are later determined by the Division or the Federal government to be ineligible.

(9) RECORDS

- a. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Subrecipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
- b. The Subrecipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.
- c. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded.
- d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(10)AUDITS

- a. In accounting for the receipt and expenditure of funds under this Agreement, the Subrecipient must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, "GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."
- b. When conducting an audit of the Subrecipient's performance under this Agreement, the Division must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, "GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."
- c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement, the Subrecipient will be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Subrecipient of such non-compliance.
- d. The Subrecipient must have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Subrecipient's fiscal year.
- e. The Subrecipient must send copies of reporting packages required under this paragraph directly to each of the following:

i.

The Division of Emergency Management

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

ii.

The Auditor General

Room 401, Claude Pepper Building

111 West Madison Street

Tallahassee, Florida 32399-1450

- f. Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

(11)REPORTS

- a. The Subrecipient must provide the Division with quarterly reports and a close-out report. These reports must include the current status and progress of the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

- b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and must be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31. The first quarterly report due pursuant to this agreement is due for the quarter ending September 30, 2020.
- c. The close-out report is due sixty (60) days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever occurs first.
- d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (15) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.
- e. The Subrecipient must provide additional program updates or information that may be required by the Division.

(12) MONITORING

In addition to reviews of audits conducted in accordance with paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, or other procedures. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Subrecipient throughout the period of agreement to ensure timely completion of all tasks.

(13) LIABILITY

Any Subrecipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein will be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

(14) DEFAULT

- a. If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds will, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment.
- b. If any warranty or representation made by the Subrecipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Subrecipient fails to keep or perform any of the obligations, terms or covenants in this

- Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- c. If material adverse changes occur in the financial condition of the Subrecipient at any time during the period of agreement, and the Subrecipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.
 - d. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;
 - e. If the Subrecipient has failed to perform and complete on time any of its obligations under this Agreement.

(15) REMEDIES

If an Event of Default occurs, then the Division may, after thirty (30) calendar days written notice to the Subrecipient and upon the Subrecipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (2) CONTACT herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Subrecipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - iii. advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question,
 - iv. require the Subrecipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible, or
 - v. request the Department of Revenue to withhold from any future payment due to the county under the Revenue Sharing Act of 1972 described in Part II of Chapter 218, Florida Statutes, or the Participation in Half Cent Sales Tax Proceeds described in Part IV of Chapter 218, Florida Statutes, an amount equal to any repayment due to the Division under this Agreement.
- f. Exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Subrecipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Subrecipient.

(16) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Division of Emergency Management Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line

with the further expenditure of funds, by providing the Subrecipient with thirty (30) calendar days prior written notice.

- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.
- d. In the event this Agreement is terminated, the Subrecipient will not incur new obligations for the terminated portion of this Agreement after they have received the notification of termination. The Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Subrecipient will not be relieved of liability to the Division because of any breach of this Agreement by the Subrecipient. The Division may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due the Division from the Subrecipient is determined.

(17) ATTACHEMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments will control, but only to the extent of the conflict or inconsistency.

(18) PAYMENTS

- a. The State of Florida, through the Division, will make a disbursement of each County government's allocation as calculated by the United States Department of the Treasury. Funding for Okaloosa County is in the amount of \$9,193,039.00.

(19) REPAYMENTS

- a. All refunds, return of improper payments, or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and mailed directly to the following address:

Division of Emergency Management

Cashier

2555 Shumard Oak Boulevard

Tallahassee FL 32399-2100

- b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Subrecipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(20) MANDATED CONDITIONS AND OTHER LAWS

- a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes will, at the option of the Division and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Subrecipient.
- b. This Agreement must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will be in the Circuit Court of Leon County. If any

- provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision is null and void to the extent of the conflict, and is severable, but does not invalidate any other provision of this Agreement.
- c. Any power of approval or disapproval granted to the Division under the terms of this Agreement will survive the term of this Agreement.
 - d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
 - e. The Subrecipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
 - f. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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 a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
 - g. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.
 - h. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
 - i. Any bills for travel expenses must be submitted in accordance with section 112.061, Florida Statutes.
 - j. The Division reserves the right to unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Subrecipient created or received under this Agreement.
 - k. If the Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits CRF payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Subrecipient of the employment provisions contained in Section 274A(e) of the INA will be grounds for unilateral cancellation of this Agreement by the Division.
 - l. The Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.

- m. All expenditures of state or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.
- n. This Agreement may be charged only with allowable costs resulting from obligations incurred during the period of agreement.
- o. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Division.
- p. If the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act, the Subrecipient may retain the asset. If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

(21)LOBBYING PROHIBITION

- a. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”
- b. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- c. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
- d. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”
- e. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
 - i. The Subrecipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:
 - ii. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - iii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Subrecipient must complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities.”
 - iv. The Subrecipient must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipient s shall certify and disclose.
 - v. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed

by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(22) LEGAL AUTHORIZATION

The Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Subrecipient also certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement.

(23) ASSURANCES

The Subrecipient must comply with any Statement of Assurances incorporated as Attachment C.

(24) EQUAL OPPORTUNITY EMPLOYMENT

- a. In accordance with 41 C.F.R. §60-1.4(b), the Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(25) COPELAND ANTI-KICKBACK ACT

- a. The Subrecipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:
 - i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(26)CONTRACT WORK HOURS AND SAFETY STANDARDS

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

(27)CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. If the Subrecipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:
 - i. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(28)SUSPENSION AND DEBARMENT

- a. If the Subrecipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:
 - i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(29)BYRD ANTI-LOBBYING AMENDMENT

- a. If the Subrecipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:
 - i. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Subrecipient.

(30) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

- a. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Subrecipient must take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i). through v. of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Subrecipient must take; the requirements do not preclude the Subrecipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Subrecipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

SUB-RECIPIENT:

By:

Name and title: John Hofstad, County Administrator

Date: July 7, 2020

FID# 59-6000765

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By:

Name and Title

Date:

EXHIBIT 1

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project –

State awarding agency: **Florida Division of Emergency Management**

Catalog of State Financial Assistance Title:

Catalog of State Financial Assistance Number:

Attachment A

CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, , am the Authorized Agent of Okaloosa County County ("County") and I certify that:

1. I have the authority on behalf of County to request grant payments from the State of Florida ("State") for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the State will rely on this certification as a material representation in making grant payments to the County.
3. I acknowledge that County should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Florida Division of Emergency Management, and the Florida State Auditor General, or designee.
5. I acknowledge that County has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that County shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if County has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.
8. I acknowledge that the County's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:
 - a. are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for County; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By:

Name and title: John Hofstad, County Administrator

Date: July 7, 2020

Attachment A - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned sub-recipient, **Okaloosa County**, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The sub-recipient, **Okaloosa County**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, sub-recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By:

Name and title: John Hofstad, County Administrator

Date: July 7, 2020

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By:

Name and title: _____

Date: _____

Attachment B

PROGRAM STATUTES AND REGULATIONS

42 USC 601(d) CARES Act	Creation of the Coronavirus Relief Fund (CRF)
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements

City of Crestview, Florida

Subaward

**CARES ACT SUBRECIPIENT AGREEMENT BETWEEN OKALOOSA COUNTY AND
THE CITY OF CRESTVIEW, FLORIDA**

1. Subrecipient name (which must match the registered name in DUNS): City of CRESTVIEW, Florida.
2. Subrecipient's **DUNS** number (see 2 C.F.R. § 200.32 "Data Universal Numbering System (DUNS) number"):
3. Federal Award Identification Number (FAIN): SLT0050
4. Federal Award Date (see 2 C.F.R. § 200.39 "Federal award date"): on or about April 17, 2020.
5. Subaward Period of Performance:

Effective Date: Date Subrecipient Agreement is fully executed
Termination Date: December 30, 2020
6. Amount of Federal Funds Obligated by this action: up to \$ 4,410,118.00
(note: \$3,307,589.00 is contingent upon the County entering into an agreement with FDEM for the remainder 75% allocation. FDEM as of 8.18.2020 has not notified the counties as to how Phase 2 will be distributed or allocated. It is anticipated that FDEM may debut the program around 9.1.2020).
7. Total Amount of Federal Funds Obligated to the Subrecipient: up to \$ 4,410,118.00.
8. Total Amount of the Federal Award Subject to this Agreement: see above
9. Federal award project description: Coronavirus Aid, Relief, and Economic Security Act (CARES Act) must be used for necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) between March 1, 2020, to December 30, 2020.
10. Name of Federal awarding agency, pass-through entity and contact information for awarding official:

Federal Awarding Agency – The Department of the Treasury
Pass Through Entity – Florida Division of Emergency Management then Okaloosa County, Florida
Contact Information for Awarding Official of Pass-Through Entity-
John Hofstad, County Administrator
1250 North Eglin Parkway, Suite 102
Shalimar, FL 32579
managerinfo@myokaloosa.com
850-651-7515

Comment [PK1]: Insert your municipalities DUNS number.

11. CFDA Number and Name: 21.019 Coronavirus Relief Fund: Note: funding is considered "Other Financial Assistance".
12. Identification of whether the award is for research and development (R&D): No
13. Indirect cost rate for the Federal award (including whether the de minimis rate is charged per 2 C.F.R. § 200.414 "Indirect (F&A) costs"): Not applicable

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**CARES ACT SUBRECIPIENT AGREEMENT BETWEEN OKALOOSA COUNTY AND
THE CITY OF CRESTVIEW, FLORIDA**

THIS CARES ACT SUBRECIPIENT AGREEMENT (hereinafter referred to as “Agreement”) is entered into by and between **OKALOOSA COUNTY**, a political subdivision of the State of Florida, whose primary address is 1250 North Eglin Parkway, Suite 102, Shalimar, FL 32579 (hereinafter referred to as the “County”) and **CITY OF CRESTVIEW, FLORIDA**, whose address is 198 North Wilson Street, Crestview, Florida 32536 (hereinafter referred to as “Subrecipient”), to provide for the sub-award of financial assistance to Subrecipient made available through certain CARES Act Funding Agreements between the County and the State of Florida Division of Emergency Management (hereinafter referred to as “FDEM”). Collectively, the County and the Subrecipient shall be referred to as “Parties” or individually as a “Party.”

WHEREAS, the Coronavirus Disease 2019 (“COVID-19”) is an infectious acute respiratory illness capable of spreading rapidly among humans and capable of causing severe illness and death; and

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a pandemic; and

WHEREAS, on or about March 27, 2020, the President of the United States signed into law the *Coronavirus Aid, Relief, and Economic Security Act*, Public Law 116-136, (hereinafter referred to as the “CARES Act”) to facilitate the provision of federal assistance and relief in response to the COVID-19 pandemic; and

WHEREAS, Title V of the CARES ACT established the “Coronavirus Relief Fund” and appropriated \$150 billion in such fund for Fiscal Year 2020 to provide direct assistance to state, tribal, territorial, and local governments to fund certain necessary and allowable expenses incurred due to the public health emergency with respect to COVID-19; and

WHEREAS, utilizing a population-based formula described in the CARES Act, the State of Florida was allocated \$8.328 billion, of which amount 55% (\$4.58 billion) was reserved for the state and 45% (\$3.747 billion) was reserved for direct payments to eligible local government jurisdictions that exceed 500,000 in population; and

WHEREAS, on June 10, 2020, the Governor of the State of Florida announced that the State would disburse up to \$1.275 billion in Coronavirus Relief Funds to counties with a population below 500,000 using a phased approach through FDEM; and

WHEREAS, on or about July 7, 2020 the County and FDEM entered into FDEM CARES Act Funding Agreement No. Y2276 providing 25% of the County’s total Coronavirus Relief Fund allocation directly to the County and pursuant to which the County may provide for the sub-award of such funds to eligible subrecipients, including Subrecipient; and

WHEREAS, the County anticipates entering into one or more future amendments with FDEM providing for the remainder of the County's Coronavirus Relief Fund allocation to be provided to the County on a reimbursement basis; and

WHEREAS, the purpose of this Agreement is to provide for the sub-award of a portion of the financial assistance obtained by County under FDEM CARES Act Funding Agreement No.Y2276 and which the County anticipates receiving under future amendments with FDEM to assist Subrecipient with funding such necessary expenses incurred due to the COVID-19 public health emergency as are described in this Agreement and the attachments hereto, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual benefits to be derived herefrom, the County and the Subrecipient do hereby agree as follows:

SECTION 1. RECITALS.

The above recitals are true and correct and are hereby incorporated herein by reference and made a part of this Agreement.

SECTION 2. GENERAL.

In performing under this Agreement, the Subrecipient does hereby agree to fully comply with the terms and conditions set forth in this Agreement and all attachments and exhibits hereto, FDEM CARES Act Funding Agreement No. 2276, attached hereto as **Attachment A**, and all future amendments and/or agreements entered into between the County and FDEM governing distribution of the remaining 75% of the County's Coronavirus Relief Fund allocation (collectively, such agreements shall hereinafter be referred to as the "FDEM Agreements"), Title V of the CARES Act and all implementing rules, regulations, and guidance related to same, the Subrecipient Expenditure Plan attached hereto as **Attachment B** applicable to Subrecipient's use of funds under Phase 2 of this Agreement as more thoroughly described in Section 5 hereof (hereinafter the "SEP"), and all other applicable federal, state, and local laws, rules, regulations, and guidance.

SECTION 3. TERM.

A. This Agreement shall begin upon execution by both Parties (the "Effective Date") and shall remain in effect until December 30, 2020 (the "Termination Date") unless extended by the County or terminated earlier in accordance with Section 10, except that the provisions contained within Sections 8, 9, 11, 12, 14, and 26 shall survive the termination of this Agreement.

B. The Subrecipient shall be eligible to receive funding for eligible and allowable costs (as defined in Sections 4 and 5 hereof) from the period commencing March 1, 2020, through the Termination Date (the "Covered Period").

C. All references to days herein shall refer to calendar days unless otherwise indicated.

SECTION 4. PHASE 1 ALLOCATION; ELIGIBLE COSTS; SUPPORTING DOCUMENTATION.

A. Phase 1 – Initial 25% Allocation. Subject to the terms and conditions of this Agreement, within fifteen (15) days of the Effective Date of this Agreement, the County shall make a direct cash payment to the Subrecipient of up to \$1,102,530.00, which funds shall be used by Subrecipient solely to cover eligible and allowable costs that:

1. are necessary expenditures incurred due to the public health emergency with respect to the COVID-19;
2. were not accounted for in the Subrecipient's budget most recently approved as of March 27, 2020;
3. were incurred during the Covered Period;
4. are described in the Subrecipient Expenditure Plan; and
5. are otherwise in accordance with the terms and conditions of this Agreement, the FDEM Agreements, Title V of the CARES Act, and all other applicable laws, rules, regulations, and guidance.

B. Subrecipient shall expend 100% of the total amount described in paragraph A on or before November 30, 2020, unless the County approves an extension in writing. Subrecipient shall be ineligible to apply for and receive additional funding under Section 5 of this Agreement ("Phase 2") until all funds disbursed to Subrecipient under this Section 4 have been fully expended, as confirmed to the satisfaction of the County. In the event Subrecipient has not expended 100% of the total amount described in paragraph A above on or before November 30, 2020, Subrecipient shall be required to refund to County all such unexpended funds no later than December 15, 2020.

C. Upon Subrecipient's expenditure of 100% of the total amount described in paragraph A above, Subrecipient shall submit sufficient supporting documentation to the satisfaction of the County demonstrating that all funds have been expended on eligible and allowable costs consistent with paragraph A above. The minimum requirements regarding such Supporting Documentation are set forth in **Attachment C, Supporting Documentation Requirements**, as may be altered or supplemented by the County through memoranda and other guidance issued to the Subrecipient from time to time. In the event the County determines the Supporting Documentation submitted by the Subrecipient is insufficient to enable it to evaluate the allowability and eligibility of costs, the Subrecipient shall furnish additional Supporting Documentation to the satisfaction of the County. Subrecipient shall also submit a certification, signed by an official who is authorized to legally bind the Subrecipient, that reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

D. In the event the County, in its sole opinion, determines that any amount of the funds disbursed to Subrecipient pursuant to its Phase 1 allocation described in paragraph A above were expended on unallowable or ineligible costs, the County may take one or more of the following actions:

1. Determine that the Subrecipient is ineligible to receive any funding under Phase 2 described in Section 5 hereof;
2. Offset any amounts determined to be unallowable or ineligible against reimbursement requests made by Subrecipient under its Phase 2 allocation described in Section 5 hereof; or
3. Pursue any of the remedies or financial consequences described in Section 11 hereof.

SECTION 5. PHASE 2 ALLOCATION; ELIGIBLE COSTS; SUPPORTING DOCUMENTATION; PROCESSING OF REIMBURSEMENT REQUESTS.

A. Phase 2 – Remaining 75% Allocation. Upon Subrecipient's expenditure of 100% of the total amount of its Phase 1 allocation as described in Section 4 hereof, subject to the terms and conditions of this Agreement, the County shall pay the Subrecipient, on a cost reimbursement basis, up to a maximum of \$3,307,589.00 (less any funding that is utilized as part of a County, countywide community assistance program), under this Agreement to implement the projects and/or activities described in the SEP. This is contingent upon the County first receiving and executing an agreement/amendment with FDEM that addresses the terms and conditions of use of the remaining 75% allocation of funding. It is understood and agreed that any additional funds necessary in connection with the projects and/or activities described in the SEP above and beyond this amount are the sole responsibility of the Subrecipient. Advance payment of Phase 2 funds to the Subrecipient under this Agreement shall not be permitted. Under Phase 2 of this Agreement as described in this Section, the Subrecipient shall be reimbursed on a cost reimbursement basis for eligible and allowable costs incurred by Subrecipient in the implementation of the projects and/or activities described in the SEP as such costs are incurred. Eligible and allowable costs are defined as costs that:

1. are necessary expenditures incurred due to the public health emergency with respect to the COVID-19;

2. were not accounted for in the Subrecipient's budget most recently approved as of March 27, 2020;

3. were incurred during the Covered Period;

4. are described in the SEP; and

5. are otherwise in accordance with the terms and conditions of this Agreement, the FDEM Agreements, Title V of the CARES Act, and all other applicable laws, rules, regulations, and guidance.

Costs that do not satisfy all of the above-required conditions shall be ineligible for reimbursement under this Agreement.

B. All reimbursement requests shall be submitted to the County through the County Attorney's office, who will be sending out further instructions as to submittal, as further described in paragraph E below. To be eligible for reimbursement under this Agreement, Subrecipient shall submit sufficient documentation to the satisfaction of the County demonstrating that Subrecipient is legally obligated to pay the costs for which reimbursement is sought. All reimbursement requests must include a certification, signed by an official who is authorized to legally bind the Subrecipient, that reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

C. All requests for reimbursement under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All costs must be incurred on or before November 30, 2020, and a final payment request should be submitted to the County no later than such date to ensure the County and FDEM have adequate time to process the request. For a cost to have been considered "incurred," performance or delivery must occur during the Covered Period but payment of funds need not be made during that time (though payment shall occur within 90 days of a cost being incurred). For instance, in the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been incurred for the period of the lease that is within the Covered Period, but not otherwise. Furthermore, in all cases it must be necessary that performance or delivery take place during the Covered Period.

D. The County requires detailed documentation of all costs for which reimbursement is sought under this Agreement (“Supporting Documentation”). The minimum requirements regarding such Supporting Documentation are set forth in **Attachment C, Supporting Documentation Requirements**. Each payment request submitted by the Subrecipient shall be accompanied by sufficient Supporting Documentation substantiating all costs incurred and for which reimbursement is sought, to the satisfaction of the County. In the event the County determines the Supporting Documentation submitted by the Subrecipient is insufficient to enable it to evaluate the allowability and eligibility of costs, the Subrecipient shall furnish additional Supporting Documentation to the satisfaction of the County.

E. Processing of Reimbursement Requests. No more frequently than once every month, the Subrecipient may request reimbursement from the County for costs incurred by Subrecipient under this Agreement for which actual payment has been made. All payment requests shall be submitted using the Payment Request Form made available by the County and shall be accompanied by sufficient Supporting Documentation (collectively the Payment Request Form and any Supporting Documentation shall hereinafter be referred to as the “Payment Request”). Additionally, at the time of each Payment Request, Subrecipient shall submit a “Progress Report” utilizing a form for same made available by the County, which shall describe the nature of the projects and/or activities being funded.

F. Within ten (10) days after receipt of the Payment Request, the County shall, in its sole discretion, determine if the Payment Request, or any portion thereof, is acceptable and in strict compliance with the terms of this Agreement. If it is determined there are any errors in the Payment Request or if additional Supporting Documentation is required, the County shall notify the Subrecipient within fifteen (15) days of receipt of such Payment Request. The Subrecipient shall submit a revised Payment Request within ten (10) days of receipt of notice from the County. The County reserves the right to delay or deny any Payment Request containing errors or lacking sufficient Supporting Documentation until such deficiencies are corrected to the satisfaction of the County.

G. Upon determination by the County that the Payment Request is sufficient, the County shall, in its sole discretion, either: (1) if permitted by FDEM, initiate the reimbursement process through FDEM in accordance with the FDEM Agreements and FDEM’s applicable policies and procedures; or (2) reimburse the Subrecipient directly and seek reimbursement through FDEM.

SECTION 6. ACCOUNTING; DUPLICATION OF BENEFIT.

A. Accounting. Subrecipient’s accounting and financial management system shall be sufficient to permit the preparation of reports required in connection with this Agreement and the tracing of funds to a level of expenditures adequate to establish that such funds have been used pursuant to the terms of this Agreement. All payments to Subrecipient contemplated under this Agreement may be contingent upon certification of the Subrecipient’s financial management system in accordance with this requirement. Subrecipient must ensure that all sub-subrecipients comply with the provisions of this paragraph.

B. Duplication of Benefit. Subrecipient hereby certifies and affirms that the projects and/or activities to be funded under this Agreement shall not result in a prohibited duplication of the benefits obtained by Subrecipient, any sub-sub recipient (as defined in 2 C.F.R. §§ 200.92-93), or any individual or entity that is a beneficiary of such projects and/or activities from other Non-Title V CARES Act programs, other local, state, or federal funding sources (e.g. the Stafford Disaster Relief and Emergency Assistance Act, etc.), private insurance, or other private organizations. It is Subrecipient's responsibility and obligation to implement processes and procedures to select and subsequently monitor all sub-subrecipients, individuals, and entities receiving funds under this Agreement to ensure compliance with this paragraph. All agreements entered into between Subrecipient and any sub-subrecipient, individual, or entity providing for the subaward or payment of funds under this Agreement shall contain provisions permitting the Subrecipient to recapture funds provided under this Agreement in the event an impermissible duplication of benefit is discovered. Subrecipient acknowledges and agrees that it has an affirmative obligation to promptly identify and report any duplication of benefits to the County. In the event that the Subrecipient recovers costs incurred under this Agreement and reimbursed by the County from another source, the Subrecipient shall reimburse the County for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Subrecipient to the date repayment is made to the County by the Subrecipient.

SECTION 7. PAYMENTS TO SUBRECIPIENT SUBJECT TO AVAILABILITY OF FUNDS.

The County's performance and obligation to pay Subrecipient under this Agreement is expressly contingent upon the County's actual receipt of applicable funding from FDEM. Authorization for continuation and completion of the projects and/or activities described in the SEP and payment associated therewith may be rescinded by the County at its discretion, upon proper notice to Subrecipient, if the funding from FDEP contemplated under this Agreement is reduced or eliminated.

SECTION 8. REPORTING REQUIREMENTS.

A. Financial and Performance Reports. Reports are due to the County no later than five (5) days after the end of each period listed below:

September 30 due October 5
October 30 due November 5
November 30 due December 5
December 30 due January 5
January 31 due February 5

The report shall appear on subrecipient letterhead and outline progress of items to date. The report should also contain a schedule of total subaward; list request(s) for reimbursements

submitted and remaining award. The report should list each cash receipt from the County with date received and receipt number.

B. Final Project Report. Within twenty (20) days following the final cash payment to Subrecipient under this Agreement, Subrecipient shall submit a "Final Project Report," in which the Subrecipient shall describe the status of the Subrecipient's implementation of all projects and/or activities undertaken under this Agreement. The Final Project Report shall further include an accounting of all costs and expenses incurred by Subrecipient and such other information as the County deems necessary to facilitate close out of the FDEM Agreements and permit the County to meet all of its obligations and requirements under same.

C. Funding Accountability and Transparency Act. Because of the federal funds awarded under this Agreement, the County must comply with the Funding Accountability and Transparency Act of 2006 ("FFATA"). FFATA requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010, are subject to FFATA. The Subrecipient agrees assist the County in providing the information necessary, over the life of this Agreement, for the County to comply with its reporting obligations under FFATA.

D. Nonconsumable and/or nonexpendable personal property or equipment that costs \$1,000 or more purchased by Subrecipient is subject to the requirements set forth in Chapter 274, F.S., Chapter 69I-73, F.A.C., and 2 C.F.R. Part 200 (for equipment in excess of \$5,000), as applicable. The Subrecipient shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Subrecipient shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

SECTION 9. INDEMNIFICATION.

To the fullest extent permitted by law, Subrecipient shall indemnify, defend (by counsel reasonably acceptable to the County) protect and hold the County, and its officers, employees, contractors, and agents, free and harmless from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), or death of or injury to any person or damage to any property whatsoever, arising out of or resulting from this Agreement or Subrecipient's performance of the projects and/or activities contemplated in the SEP. It is specifically agreed by and between the Parties that, in accordance with section 768.28 Florida Statutes, neither Party waives any defense of sovereign immunity.

SECTION 10. DEFAULT; TERMINATION; FORCE MAJEURE.

A. Termination for Cause.

1. By County. The County may terminate this Agreement for cause at any time if any covenant, warranty, or representation made by Subrecipient in this Agreement, the SEP, or in any application materials for funding submitted to the County in connection with this Agreement shall at any time be false or misleading in any respect, or in the event of the failure of the Subrecipient to comply with the terms and conditions of this Agreement. Prior to termination, the County shall provide fifteen (15) days written notice of its intent to terminate and shall provide the Subrecipient an opportunity to consult with the County regarding the reason(s) for termination.

2. By Subrecipient. Subrecipient may terminate this Agreement for cause at any time if the County fails to fulfill any of its responsibilities or obligations under this Agreement. Prior to termination, Subrecipient shall provide fifteen (15) days written notice of its intent to terminate setting forth the reasons for such termination, and shall provide the County an opportunity to consult with the Subrecipient regarding the reasons for termination.

B. Termination for Convenience. This Agreement may be terminated for convenience by either Party upon providing the non-terminating Party with ten (10) days written notice.

C. Termination due to Unavailability of Funds. In the event the FDEM Agreements are terminated by FDEM or the funding contemplated under the FDEM Agreements is either reduced or eliminated for any reason, this Agreement may be terminated by the County immediately upon providing written notice to the Subrecipient.

D. Force Majeure. If a force majeure event occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Subrecipient shall promptly notify the County in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Subrecipient's intended timetable for implementation of such measures. If the Parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the County may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be evidenced by an Amendment to the Agreement in accordance with Section 24 hereof. For purposes of this Agreement, "force majeure event" shall be defined as shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Subrecipient, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Subrecipient and/or the County. Failure to perform by the Subrecipient's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

E. Effect of Termination. Costs incurred by the Subrecipient after termination of this Agreement shall not be reimbursable unless expressly authorized by the County prior to the effective date of termination.

SECTION 11. REMEDIES; FINANCIAL CONSEQUENCES.

A. In the event that a task, deliverable, or activity to be performed under this Agreement is deemed unsatisfactory by the County, the Subrecipient shall re-perform same, at no additional cost to the County, within twenty (20) days of being notified of the unsatisfactory task, deliverable, or activity, or within such other timeframe as is specified in writing by the County. If such task, deliverable, or activity is not satisfactorily performed within the specified timeframe, the County may, in its sole discretion, terminate this Agreement for cause in accordance with Section 10 hereof.

B. If the Subrecipient materially fails to comply with the terms and conditions of this Agreement, including any federal or state statutes, rules, policies, or regulations, applicable to this Agreement, the County may, in its sole discretion, take one or more of the following actions:

1. Temporarily withhold cash payments to the Subrecipient pending correction of the deficiency by the Subrecipient or more severe enforcement action by the County or FDEM.

2. Disallow (i.e. deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

3. Wholly or partly suspend or terminate this Agreement.

4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 or other applicable federal regulations (or recommend such a proceeding be initiated by FDEM or the Department of the Treasury).

5. Withhold future requests for reimbursement to Subrecipient under this Agreement any other Agreement between the Parties providing for the subaward of funds from the Coronavirus Relief Fund.

6. Demand a refund, either in whole or in part, of the funds provided to the Subrecipient under this Agreement for non-compliance with the material terms of this Agreement. The Subrecipient, upon such written notification from the County shall refund, and shall forthwith pay to the County, the amount of money demanded by the County. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the County by the Subrecipient to the date repayment is made by the Subrecipient to the County.

7. Take any other remedy that may be available to the County at law or equity.

8. Costs of the Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of the Agreement are not allowable unless the County expressly authorizes them in the notice of suspension or termination. Other

Subrecipient costs during suspension or after termination that are necessary and not reasonably avoidable are allowable if the following apply:

a. The costs result from obligations which were properly incurred by the Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are non-cancellable; and

b. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.

C. CARES Act-Specific Remedies for Noncompliance. In addition to the remedies available in the paragraphs above, the Subrecipient is subject to any CARES Act-specific remedies for noncompliance outlined in the CARES Act and any implementing laws, rules, regulations, and guidance.

D. State and Federal Clawbacks. In the event FDEM, Department of the Treasury, or such other state or federal entity having jurisdiction at any time demands the return of funds paid to Subrecipient pursuant to this Agreement following a state or federal audit or otherwise for any reason, including but not limited to situations where costs paid with such funds were determined to be ineligible or unallowable, Subrecipient shall be solely liable for any such amounts and shall return the full amount of the funds in question to the County promptly upon demand. If Subrecipient fails to comply with its obligation to return funds pursuant to this paragraph, the County may withhold future requests for reimbursement to Subrecipient under this Agreement or any other Agreement between the Parties providing for the subaward of Coronavirus Relief Funds or pursue any other remedy described in paragraph (B) above or available at law or in equity.

E. The Parties acknowledge and agree that the remedies provided in this Section 11 are separate and apart from the indemnification provisions set forth in Section 9 hereof and that sovereign immunity shall not be a defense to any of the contractual obligations imposed on the Parties in this Section.

SECTION 12. AUDITS; MONITORING.

A. In the event that the Subrecipient expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted within nine (9) months of the end of the Subrecipient's audit period, in accordance with the provisions of 2 C.F.R. Part 200. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal financial assistance received from the County under this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 C.F.R. Part 200. An audit of the Subrecipient conducted by the Auditor General in accordance with the provision of 2 C.F.R. Part 200 will meet the requirements of this part.

B. If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, is not required for that year, except as noted in 2 C.F.R. § 200.503. In the event that the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, the cost of the audit must be paid from non-Federal resources. In accordance with 2 C.F.R. § 200.501(d), records must be available for review or audit by appropriate officials of FDEM, the County, the Department of the Treasury, and the U.S. Government Accountability Office (GAO).

C. Upon completion of the audit required in this Section, Subrecipient shall promptly transmit a copy of the Subrecipient's audit report to the County. Subrecipient's failure to have an audit conducted in accordance with this Section or failure to implement corrective action in response to any audit findings may result in the County's imposition of remedies as provided in Section 10 hereof.

D. In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, monitoring procedures under this Agreement may include, but not be limited to, on-site visits by the County and/or FDEM; limited-scope audits as defined by 2 C.F.R. Part 200; submittal and review of financial management statements; and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any reasonable monitoring procedures/processes deemed appropriate by the County and/or FDEM. In the event the County determines that a limited-scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the County and/or FDEM to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the County and/or FDEM.

SECTION 13. SUBCONTRACTS; PROCUREMENT; SUBAWARDS.

A. In procuring goods and services under this Agreement, the Subrecipient shall use its own documented procurement procedures, provided that such procurements conform to applicable state and federal law.

B. The Subrecipient may subcontract work under this Agreement as necessary without the prior written consent of the County, subject to the any conditions or limitations imposed by applicable state and federal law and Section 22 hereof concerning debarred/suspended contractors. Regardless of any subcontract, the Subrecipient is ultimately responsible for all projects, programs, activities, and services undertaken by subcontractors under this Agreement. The Subrecipient agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Subrecipient that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Subrecipient shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

C. Subcontractor Determinations and Monitoring. In selecting and monitoring subcontractors, the Subrecipient shall comply with 2 C.F.R. §§ 200.330-332. The Subrecipient shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable. Such summaries and documents shall be submitted to the County upon request.

D. Affirmative Action. The County supports diversity in its procurement program and requires that all subcontracting opportunities afforded by this Agreement embrace and encourage diversity. The Subrecipient's award of subcontracts should reflect the diversity of the citizens of the State of Florida. In accordance with 2 C.F.R. § 200.321, the Subrecipient and its subcontractors must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Subrecipient agrees to use affirmative steps, and to require its subcontractors and sub-subrecipients to utilize affirmative steps, to ensure that minority businesses and women's business enterprises are used when possible. Such affirmative steps shall at a minimum include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, or women's business enterprises;
5. Utilizing services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of the Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in subparagraphs (1) through (5).
7. As used herein, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Prior to award of any subcontract under this Agreement, Subrecipient shall document its efforts made to comply with the requirements of this paragraph. The Subrecipient shall state that it is an Equal Opportunity or Affirmative-Action employer in all solicitations or advertisements for subcontractors or employees who shall perform work under this Agreement.

8. The requirement outlined in subparagraphs (1) through (5) above does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

9. The requirements described in subparagraphs (1) through (5) above outlines the affirmative steps that the Subrecipient must take; the requirements do not preclude the Subrecipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

10. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Subrecipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

E. Equal Opportunity. During the performance of this Agreement, the Subrecipient agrees as follows:

1. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.

4. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Subrecipient's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Subrecipient shall include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-subrecipient or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Subrecipient becomes involved in, or is threatened with, litigation with a sub-subrecipient or vendor as a result of such direction, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

F. Sub-Awards. The Subrecipient may enter into subaward agreements to provide for the distribution of funds under this Agreement to eligible sub-subrecipients (as defined in 2 C.F.R. §§ 200.92-93) without the prior written consent of the County. Regardless of any subaward, the Subrecipient is ultimately responsible for all projects, programs, services, and activities undertaken by sub-subrecipients under this Agreement. All such sub-subrecipients shall be subject to the same performance, financial, and reporting requirements as the Subrecipient. In selecting, monitoring, and contracting with sub-subrecipients, the Subrecipient shall comply with 2 C.F.R. §§ 200.330-332. The Subrecipient shall monitor all sub-subrecipients

on a regular basis to ensure compliance with this Agreement and all applicable laws, rules, and regulations. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable. Such summaries and documents shall be submitted to the County upon request.

G. Prompt Payment Act. As described in Sections 4 and 5 hereof, Subrecipient agrees and acknowledges that payments made under this Agreement are from federal funds and contingent upon prior approval as to the allowability and eligibility of the costs for which payment is requested by both the County and FDEM. Where applicable, Subrecipient is encouraged to include appropriate provisions regarding its obligations under chapter 218, Part VII, the Local Government Prompt Payment Act, stating that payment to subcontractors is contingent on receipt of federal funds or federal approval.

H. Scrutinized Companies. Subrecipient agrees to observe the requirements of Section 287.135, F.S., for applicable subcontracts and subawards entered into under this Agreement.

SECTION 14. CLOSEOUT.

A. The County will close out this Agreement when it determines that all projects and/or activities and all applicable administrative actions have been completed. Unless an extension is approved by the County, within twenty (20) days after the Termination Date, the Subrecipient must submit any outstanding reports, including the Final Project Report, as well as any required reporting on sub-awards, and must refund to the County any balances of unobligated cash that the County paid in advance or paid and that is not authorized to be retained by the Subrecipient entity for use in other projects. Within thirty (30) days after receipt of all outstanding reports, the County will make upward or downward adjustments to the allowable costs, and then make prompt payments to Subrecipient for remaining allowable reimbursable costs. The closeout of this Agreement does not affect any of the following:

1. The right of the County or FDEM to disallow costs and recover funds on the basis of a later audit or other review;
2. The obligation of the Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments; or
3. The Subrecipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

B. Unless an extension is approved by the County, the Subrecipient must liquidate all obligations incurred under this Agreement within ninety (90) days after the Termination Date.

SECTION 15. LOBBYING PROHIBITION; CONFLICTS OF INTEREST.

The Subrecipient agrees to comply with, and include in subcontracts and subawards, the following provisions:

A. The Subrecipient certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. The Subrecipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

C. Pursuant to 2 C.F.R. §200.450 and 2 C.F.R. §200.454(e), the Subrecipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

D. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

E. Hatch Act. In accordance with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities.

SECTION 16. COMPLIANCE WITH LAWS.

The Subrecipient shall comply with all applicable federal, state and local laws, rules, and regulations, and County policies and regulations in performing under this Agreement, including but not limited to the federal laws, regulations rules, policies, and executive orders described in **Attachments D-1, D-2, and D-3** hereto. The failure of this Agreement to specifically reference a particular federal or state law or regulation, or policy or regulation shall not excuse Subrecipient from compliance with same to the extent such law, regulation, or policy is applicable to Subrecipient's performance under this Agreement. The Subrecipient further agrees to include this provision in all subcontracts entered into under this Agreement.

SECTION 17. NOTICE.

All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt (or when receipt is otherwise

acknowledged), a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the Parties' respective contact persons at the addresses identified in Section 18. This Section shall not preclude routine communication by the Parties by other means.

SECTION 18. CONTACTS.

All notices required or permitted under this Agreement shall be directed to the following contact persons:

County

Jane Evans, Grants & RESTORE Manager
1250 North Eglin Parkway, Ste 102
Shalimar, FL 32579
jevans@myokaloosa.com
850-651-7521

Kerry Parsons, Assistant County Attorney
Nabors, Giblin & Nickerson
1500 Mahan Drive, Ste 200
Tallahassee, FL 32308
kparsons@ngnlaw.com

Subrecipient

Project Manager

City of Niceville, Florida
Ammy Hanson, CFM
ahanson@niceville.org
(850) 279-6336 ext. 2009

Either Party may change the above-described contact information by giving notice of such change to the other party Pursuant to Section 17 hereof.

SECTION 19. REAL PROPERTY; EQUIPMENT.

A. If Subrecipient acquires an interest in real property utilizing funds under this Agreement, Subrecipient acknowledges and shall comply with 2 C.F.R. § 200.311 and other applicable laws, rules, and regulations, including, but not limited to CARES Act guidance issued by the Department of the Treasury. Pursuant to same, except as otherwise expressly authorized by the County, real property acquired under this Agreement must be used for the originally authorized purpose as long as needed for that purpose, during which time the Subrecipient entity must not dispose of or encumber its title or any other interest therein.

B. Subrecipient's acquisition, use, management, and disposition of equipment under this Agreement shall be in compliance with 2 C.F.R. §§ 200.313 and 200.439 and other applicable laws, rules, and regulations, including, but not limited to CARES Act guidance issued by the Department of the Treasury.

SECTION 20. UNAUTHORIZED EMPLOYMENT.

The employment of unauthorized aliens by any Subrecipient/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Subrecipient shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

SECTION 21. NON-DISCRIMINATION.

A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement. Subrecipient and its subcontractors shall comply with the all federal and state laws, rules, regulations, policies and executive orders relating to non-discrimination, including but not limited to those contained in **Attachment D-2, Federal Non-Discrimination Provisions.**

B. An entity or affiliate who has been placed on the State of Florida's discriminatory vendor list may not submit a bid on a contract to provide 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 a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website, https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists.

SECTION 22. DEBARMENT/SUSPENSION.

In accordance with Presidential Executive Order 12549, Debarment and Suspension (2 C.F.R. Part 180), the Subrecipient agrees and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Subrecipient shall not enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.. The Subrecipient is responsible for reviewing the status of all proposed subcontractors and subawardees in the System for Award Management (SAM) at <https://sam.gov/SAM/> before entering into any subcontract or sub-award under this Agreement. The Subrecipient shall include

language incorporating the requirements of this Section in all subcontracts or lower tier agreements executed under this Agreement.

SECTION 23. PHYSICAL ACCESS AND INSPECTION.

As applicable, County and FDEM agents and personnel shall be given access to and may observe and inspect projects, activities, and work being performed under this Agreement.

SECTION 24. AMENDMENTS.

All amendments are subject to the mutual agreement of both Parties as evidenced in writing. Any amendments to the SEP shall require the approval of the County in writing.

SECTION 25. PERMITS.

The Subrecipient expressly acknowledges that receipt of the financial assistance provided for under this Agreement does not imply nor guarantee that a federal, state or local permit will be issued for a particular project or activity. Further, the Subrecipient agrees to ensure that all necessary permits are obtained prior to implementation of any activity funded under this Agreement that may fall under applicable federal, state or local laws.

SECTION 26. RECORDS; ACCESS TO RECORDS AND PERSONNEL.

A. Subrecipient shall retain all records generated under this Agreement in accordance with 2 C.F.R. § 200.333.

B. Subrecipient shall comply with the Florida Public Records Law, codified at Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law. Subrecipient shall keep and maintain public records generated by the Subrecipient in association with its performance of this Agreement.

C. This Agreement may be unilaterally canceled by the County for refusal by the Subrecipient to either provide to the County upon request, or to allow inspection and copying of, all public records made or received by the Subrecipient in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S.

D. IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS BY TELEPHONE AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

E. The Subrecipient acknowledges and agrees that the County, FDEM, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (Government Accountability Office (GAO)), or their authorized representatives, shall have timely and unrestricted access to any pertinent books, documents, papers, and records, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, investigations, excerpts, transcripts, or other examinations as authorized by law. This also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. In the event any work is subawarded or subcontracted, the Subrecipient shall similarly require each sub-subrecipient and subcontractor to maintain and allow access to such records for audit purposes.

F. The County, FDEM, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (GAO), or their authorized representatives shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of the Subrecipient and their subcontractors corresponding to the duration of their records retention obligation for this Agreement.

G. The rights of access in this Section are not limited to the required retention period for the applicable records but last as long as the records are retained.

H. The Subrecipient agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

SECTION 27. MISCELLANEOUS.

A. Assignment. No assignment, delegation, transfer, or novation of this Agreement, or any part hereof, may be made unless in writing and signed by both Parties.

B. Execution in Counterparts. This Agreement, and any Amendments or Change Orders thereto, may be executed in multiple counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

C. Interpretation; Severability. This Agreement shall be construed in accordance with the laws of the State of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

City of Crestview, Florida

Subaward

D. Entire Agreement; Joint Preparation. This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein. The Parties represent and agree that they have jointly negotiated this Agreement and have had the opportunity to consult with and be represented by their own competent counsel. This Agreement is therefore deemed to have been jointly prepared by the Parties and no part hereof shall be construed more severely against one of the Parties than the other.

E. Venue. Venue for any litigation arising from this Agreement shall be in Okaloosa County, Florida.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, the day and year last written below.

OKALOOSA COUNTY

CITY OF CRESTVIEW, FLORIDA

By: _____

By: _____

John Hofstad, County Administrator
Print Name and Title

Print Name and Title

Comment [PK2]: Insert name of person signing

Date: _____

Date: _____

Attest:

Attest:

By: _____

By: _____

Print Name and Title

Print Name and Title

ATTACHMENT A

FEDERAL FINANCIAL ASSISTANCE

See attached CARES ACT FUNDING AGREEMENT

**Between Florida Division of Emergency Management and Okaloosa County,
Florida**

Y2276

(19 PAGES)

City of Crestview, Florida

Subaward

ATTACHMENT B

Comment [PK3]: Insert City's Plan

SUBRECIPIENT EXPENDITURE PLAN

Project Number 1:

Project Number 2:

ATTACHMENT C

SUPPORTING DOCUMENTATION REQUIREMENTS

The subrecipient should prepare a cover page on their letterhead with the date of the reimbursement request and amount with the required certification as noted in this agreement. The cover page should be signed by person authorized to obligate the subrecipient.

An Excel spreadsheet will be provided to the subrecipient to prepare a reimbursement request summary. Each line should have a unique sequence number which will correlate to the supporting documentation. That unique number should appear on the supporting documentation pages.

The minimum documentation should include:

Vendor payments:

Check copy

Invoice copy

Procurement:

Small purchase up to \$250,000.00

Justification of procurement method

Payroll:

Payroll register with check number; check date; employee name and total hours worked; total fringe benefits

Timesheet

Fringe Benefit rate calculation

In-house equipment:

Description of equipment; record of usage; time used; equipment rate

Equipment rate basis

Costs incurred on or before September 30 must be submitted by October 5.

Costs related to Phase 1, the initial 25%, must be on separate reimbursement

requests. All Phase 1 costs must be submitted and approved prior to submitting costs under Phase 2.

An updated Excel spreadsheet will be provided to the subrecipient for Phase 2.

ATTACHMENT D-1**FEDERAL PROVISIONS APPLICABLE TO SUBRECIPIENT**

The Project subject to this Agreement is fully or partially funded by Federal grants and therefore, the Subrecipient will be required to comply with the following provisions:

1. **Drug Free Workplace Requirements:** All Subrecipients and contractors entering into Federal funded contracts over the simplified acquisition threshold (as defined at 41 U.S.C. § 134) must comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 8102), which requires the Subrecipient to take certain actions to provide a drug-free workplace.

2. **Davis-Bacon Act:** If applicable, the Subrecipient agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its contractors performing work under this Agreement to adhere to same. The Subrecipient and its contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Subrecipient and its contractors are required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the Subrecipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The Subrecipient shall must report all suspected or reported violations of the Davis-Bacon Act to the County.

3. **Copeland Anti Kick Back Act:** Subrecipient and its contractors shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. Subrecipient and its contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made under this Agreement to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts, which shall read as follows:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of the County and/or the applicable state or federal entity) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)

6. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352):** Subrecipients that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

7. **501(c)(4) Entities.** The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code that engages in lobbying activities, from receiving federal funds, including through an award, grant, and/or subgrant. Subrecipient shall ensure that its contractors and sub-awardees comply with this requirement.

8. **Federal Changes:** Subrecipient shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly

or by reference, as they may be amended or promulgated from time to time during the term of the contract.

9. **Safeguarding Personal Identifiable Information:** Subrecipient and its contractors and subawardees will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

10. **Energy Policy and Conservation Act (43 U.S.C. §6201):** Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

11. **Right to Inventions Under Federal Grants.** If applicable, Subrecipient shall comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

ATTACHMENT D-2**FEDERAL NON-DISCRIMINATION PROVISIONS**

In performing under this Agreement, Subrecipient shall comply with the following federally mandated non-discrimination requirements, as applicable:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.)
3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)
5. Revised ADA Standards for Accessible Design for Construction Awards
 - a. Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)
 - b. Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)
6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)
7. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)
8. EO 12086 "Consolidation of contract compliance functions for equal employment opportunity" (43 FR 46501, 1978), requiring federally assisted construction contracts to include the non-discrimination provisions of §§ 202 and 203 of EO 11246 "Equal Employment Opportunity" (41 C.F.R. § 60-1.4(b), 1991)
9. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency"
10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712)

ATTACHMENT D-3**ENVIRONMENTAL COMPLIANCE**

In performing under this Agreement, Subrecipient shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:

1. The National Environmental Policy Act (42 U.S.C. § 4321 et seq.)
2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)
3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)
5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds
6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)
7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 (“Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”)
8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)
9. Executive Order 11988 (“Floodplain Management”) and Executive Order 11990 (“Protection of Wetlands”)
10. Executive Order 13112 (“Invasive Species”)
11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)
15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)
16. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)

17. Executive Order 12898 (“Environmental Justice in Minority Populations and Low Income Populations”)

18. Rivers and Harbors Act (33 U.S.C. § 407)

19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 (“Coral Reef Protection”)

20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)

21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

22. Pursuant to 2 CFR §200.322, Subrecipient and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

City of Crestview, Florida

Subaward

ATTACHMENT E

CERTIFICATION REGARDING USE OF FUNDS

I, _____, in my capacity as Chief Executive for the Subrecipient, hereby certify and affirm that the funds to be provided to Subrecipient under this Agreement, whether directly or on a reimbursement basis, shall only be used to cover those costs that:

(1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);

(2) were not accounted for in the budget most recently approved as of the date of enactment of this section for the Subrecipient; and

(3) were incurred during the period that that begins on March 1, 2020, and ends on December 30, 2020, or such earlier date as may be provided in the Agreement.

CITY OF CRESTVIEW, FLORIDA

By: _____

Print Name and Title

Date: _____

Attest:

By: _____

Print Name and Title

Comment [PK4]: Insert name of individual signing on behalf of the City.



Staff Report

CITY COUNCIL MEETING DATE: August 24, 2020

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM:
DATE: 8/18/2020
SUBJECT: City Manager Brief

BACKGROUND:

The City Manager provides an update on the budget not less than monthly.

DISCUSSION:

The attached document provides for the revenue projections through the end of budget year 2020 as of August 18, 2020.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

NA

RECOMMENDED ACTION

Staff respectfully requests City Council review the attached revenue projections and provide questions to the City Manager as needed.

Attachments

1. Revenue Projection Summary 8.18.20
2. Monthly Financial Report - April 2020

Revenue Projections Summary 8/18/20

Report Date	8/18/2020			Days Complete	317.00		% Year Complete	88%		
General Fund										
Classification	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020 Adopted Budget	FY2020 YTD Actual	Current % YTD	Expected % YTD Revenue	Revenue Position
Ad valorem Taxes	\$ 5,296,350.52	\$ 6,404,106.83	\$ 6,610,593.72	\$ 6,862,226.17	\$ 7,436,393.89	\$ 7,890,000.00	\$ 8,017,420.28	101.61%	98%	257,611.14
Penalties	\$ 6,790.19	\$ 6,167.66	\$ 7,769.11	\$ 4,138.85	\$ 3,709.10	\$ 3,000.00	\$ 3,400.71	113.36%	88%	773.27
Local Option Gas Tax	\$ 431,011.23	\$ 656,195.89	\$ 661,090.56	\$ 689,548.47	\$ 710,261.98	\$ 701,000.00	\$ 571,227.64	81.49%	81%	3,939.50
Services Taxes	\$ 2,945,405.16	\$ 2,920,729.68	\$ 2,960,479.58	\$ 3,178,864.77	\$ 3,157,973.14	\$ 3,165,500.00	\$ 2,606,843.09	82.35%	81%	36,770.51
Business Tax	\$ 126,965.32	\$ 121,841.18	\$ 133,156.71	\$ 126,813.35	\$ 126,122.56	\$ 131,500.00	\$ 64,584.17	49.11%	73%	(31,879.29)
Franchise fees	\$ -	\$ 1,795,247.90	\$ 1,690,550.33	\$ 1,820,703.09	\$ 1,825,970.26	\$ 1,432,408.00	\$ 1,398,484.98	97.63%	81%	242,780.31
Revenue Sharing	\$ 2,856,647.58	\$ 3,025,763.84	\$ 3,219,685.14	\$ 3,698,484.42	\$ 3,727,947.39	\$ 3,022,000.00	\$ 2,681,116.60	88.72%	91%	(71,391.85)
Discretionary Tax	\$ -	\$ -	\$ -	\$ -	\$ 1,720,731.48	\$ 2,000,000.00	\$ 1,858,924.43	92.95%	83%	196,230.71
Fire Department Income	\$ 9,093.25	\$ 9,185.42	\$ 20,912.96	\$ 18,754.93	\$ 15,726.61	\$ 13,795.00	\$ 13,811.73	100.12%	77%	3,192.00
Payment in Lieu of Tax	\$ -	\$ 132,475.68	\$ 55,536.79	\$ 49,583.81	\$ 52,468.78	\$ 52,000.00	\$ -	0.00%	0%	0.00
FDOT Lighting Contracts	\$ 62,788.46	\$ 94,098.11	\$ 113,137.95	\$ 156,229.42	\$ 133,281.05	\$ 115,000.00	\$ 10,260.96	8.92%	17%	(9,236.17)
Recreation Fees & Revenue	\$ 293,930.50	\$ 279,486.35	\$ 305,604.57	\$ 293,905.23	\$ 313,659.48	\$ 306,000.00	\$ 200,545.96	65.54%	92%	(79,444.80)
Police Fees	\$ 70,118.26	\$ 35,936.65	\$ 30,268.60	\$ 31,983.42	\$ 193,526.57	\$ 248,000.00	\$ 202,219.65	81.54%	75%	15,786.34
Misc GF Revenues	\$ 257,528.79	\$ 328,892.97	\$ 304,577.01	\$ 821,286.59	\$ 333,448.57	\$ 188,000.00	\$ 219,405.31	116.70%	56%	114,836.19
Impacts Fees	\$ 30,800.00	\$ 38,400.00	\$ 53,400.00	\$ 51,000.00	\$ 44,600.00	\$ 40,000.00	\$ 33,600.00	82.00%	65%	6,695.51
						\$ 19,308,203.00	\$ 17,881,845.51			686,663.38

Report Date	8/18/2020			Days Complete	317.00		% Year Complete	88%		
Building & Permitting										
Classification	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020 Adopted Budget	FY2020 YTD Actual	Current % YTD	Expected % YTD Revenue	Revenue Position
Building Permits Fee	\$ 110,258.00	\$ 121,070.00	\$ 165,090.00	\$ 175,255.50	\$ 187,748.50	\$ 174,201.53	\$ 152,852.00	87.74%	77%	19,313.56
Application Fees	\$ 54,650.00	\$ 68,095.00	\$ 82,935.00	\$ 88,930.00	\$ 95,095.00	\$ 89,387.28	\$ 65,725.00	73.53%	84%	(9,156.82)
Subcontractor Permits	\$ 79,007.30	\$ 135,138.30	\$ 139,249.00	\$ 143,862.00	\$ 164,882.57	\$ 151,875.54	\$ 131,714.00	86.72%	81%	9,273.39
Misc Permits	\$ 23,869.00	\$ 31,724.00	\$ 41,403.00	\$ 36,738.10	\$ 41,903.00	\$ 40,285.86	\$ 41,278.00	102.46%	85%	7,177.33
Misc Fees	\$ 64,760.76	\$ 98,241.50	\$ 136,267.75	\$ 122,971.05	\$ 116,449.78	\$ 116,449.78	\$ 77,007.25	66.13%	91%	(29,435.46)
Surcharge	\$ 9,278.94	\$ 11,663.04	\$ 14,384.36	\$ 14,796.52	\$ 15,805.12	\$ 15,000.01	\$ 12,892.91	85.95%	81%	750.77
Interfund Transfer						\$ 7,162.00	\$ 5,243.90			
Total	\$ 341,824.00	\$ 465,931.84	\$ 579,329.11	\$ 582,553.17	\$ 621,883.97	\$ 594,362.00	\$ 486,713.06			(2,077.23)

Report Date	8/18/2020			Days Complete	317		% Year Complete	88%		
Utility Fund										
Classification	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020 Adopted Budget	FY2020 YTD Actual	Current % YTD	Expected % YTD Revenue	Revenue Position
Water Revenue	\$ 2,364,535.00	\$ 2,433,321.00	\$ 2,563,645.00	\$ 2,532,502.00	\$ 2,734,319.12	\$ 2,629,585.00	\$ 2,366,610.74	90.00%	82%	219,728.23
Sewer Revenue	\$ 3,332,374.00	\$ 3,502,709.00	\$ 3,616,427.00	\$ 3,574,085.00	\$ 3,902,516.00	\$ 3,782,931.00	\$ 3,308,895.35	87.47%	82%	212,918.89
Impact Fees	\$ 732,600.00	\$ 499,502.00	\$ 613,569.00	\$ 722,987.00	\$ 599,501.00	\$ 490,000.00	\$ 646,001.00	131.84%	88%	212,654.56
Connection Fees	\$ 281,663.70	\$ 155,819.96	\$ 279,906.73	\$ 358,284.08	\$ 323,452.50	\$ 177,000.00	\$ 307,259.00	173.59%	80%	165,632.69
Special Fees & Penalties	\$ 218,723.31	\$ 197,633.70	\$ 205,818.73	\$ 200,414.76	\$ 204,961.32	\$ 184,926.00	\$ 128,123.51	69.28%	92%	(41,769.08)
Misc UF Revenues	\$ 37,325.09	\$ 181,226.40	\$ 42,033.49	\$ 33,232.00	\$ 324,331.40	\$ 12,600.00	\$ 14,398.32	114.27%	41%	9,203.34
Totals	\$ 6,967,221.10	\$ 6,970,212.06	\$ 7,321,399.95	\$ 7,421,504.84	\$ 8,089,081.34	\$ 7,277,042.00	\$ 6,771,287.92			778,368.63

Report Date	8/18/2020			Days Complete	317		% Year Complete	88%		
Solid Waste										
Classification	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020 Adopted Budget	FY2020 YTD Actual	Current % YTD	Expected % YTD Revenue	Revenue Position
Garbage Fees	\$ 2,808,634.56	\$ 2,881,034.01	\$ 3,049,271.40	\$ 3,125,478.67	\$ 3,706,346.97	\$ 3,803,181.00	\$ 3,247,648.45	85.39%	82%	\$ 118,044.69
Penalties	\$ 52,549.07	\$ 47,251.21	\$ 53,056.81	\$ 50,725.95	\$ 60,524.96	\$ 50,896.00	\$ 38,980.35	76.59%	83%	\$ (3,097.00)
Franchise Fees	\$ 186,133.31	\$ 173,723.04	\$ 183,237.65	\$ 192,986.71	\$ 203,758.60	\$ 184,020.00	\$ 200,653.67	109.04%	69%	\$ 73,551.71
Totals	\$ 3,047,316.94	\$ 3,102,008.26	\$ 3,285,565.86	\$ 3,369,191.33	\$ 3,970,630.53	\$ 4,038,097.00	\$ 3,487,282.47			\$ 188,499.40



CITY OF CRESTVIEW, FLORIDA
MONTHLY FINANCIAL REPORT

April 30, 2020



CITY OF CRESTVIEW
Monthly Financial Report
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April 30, 2020

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OVERVIEW

This financial overview reflects the City's overall financial position for the fiscal year through April 30, 2020. As a whole, the City has received **63.90%** of its projected revenue which is more than **1.51%** of the prior year for the **seventh** month and expended **48.42%** of its projected expenditures which is **7.60%** more than the prior year primarily due to the ladder truck purchase.

GENERAL FUND

The General Fund is the City's primary operating fund and is used to account for all resources except those that are required to be accounted for in another fund. With **58%** of the year complete, General Fund revenues are **76.75%** of projections and expenditures are **52.59%** of budget as summarized below:

REVENUES

Property ad valorem taxes are the largest source of general fund revenues and make up **41.47%** of total revenues. The millage rate is set at 6.9466 per thousand dollars of property valuation. Other sources of revenue include: Fees, Special Assessments; Charges for Services, Judgments, Fines & Forfeitures, and Interest Earnings. The General Fund also includes Franchise Fees, Utility Services Taxes, Local Option Gas Taxes, and Communications Service Tax. Other Sources is transfer between funds.

Taxes—These revenue sources reflect the collection of ad valorem, local option gas, utility service, communication service, and local business taxes.

Currently, the City has collected **82.11%** of the taxes projected. Of the **\$11.8** million projected, **77.70%** is in the form of ad valorem taxes. Ad valorem taxes on property are collected by the Tax Collector on an annual basis beginning on November 1st for the tax year January through December. Collection of taxes has decreased less than 1% from the same time period last year.

Fees and Special Assessments—this revenue source reflects the collection of building permits and franchise fees. Franchise fees constitute 84% of the revenue in this category. Local governments may impose this fee upon a utility for the grant of a franchise and the privilege of using the local government's rights-of-way to conduct the utility business. This franchise fee is considered fair rent for the use of such rights-of-way and consideration for the local government's agreement not to provide competing utility services during the franchise term. As of the end of **April**, we have collected **73.54%** of the projected revenue from fees and special assessments which is an increase from this time period last year.

Inter-Governmental—Intergovernmental revenues are received from Federal, State and other local government sources in the form of grants, shared revenues, and payments in lieu of taxes. Revenues received from grants vary each year based on various opportunities that present themselves to the City. The City has received **63.82%** of our intergovernmental revenue through **April**. Sales tax is also collected in the Debt Service Fund as it is used to pay

debt service bonds. Of the **\$5.2** million projected in inter-governmental revenue, **76.33%** is in the form of sales taxes. This revenue has increased with what was collected at this time period last year.

Charges for Services—Charges for services are revenues stemming from charges for current services and consistent with what was collected at this time period last year. This includes all revenues related to services performed whether received from private individuals or other governmental units. It is unique because this is the only revenue type in the General fund that is directly tied to services provided. The City collects library fees; parks and recreation as well as other fees. We have currently received **64.60%** of the revenue.

Judgments, Fines and Forfeits—Judgments, Fines, and Forfeit revenues are received from traffic and library fines. Traffic fines represent **65.21%** of the revenues in this category which are court fines collected for traffic violations. At the end of January, the city collected **267.42%** of the revenue projected which is an increase from this time last year. Fines and forfeitures may vary from month to month.

Miscellaneous Revenues—Miscellaneous revenues primarily reflect interest earned on investments; rentals of parks, community center, reimbursements, and other various sources. We have currently collected **103.36%** of this revenue which is a slight decline from what was collected at this time period last year.

EXPENSES

In the General Fund our operating costs are on track with expenditures this time last year. The City Council's salaries are within the General & Administrative (G&A) Budgets. The G&A budget is the cost for legislative expenditures such as building insurance, legal and auditing fees, etc. Capital Outlay for each department is found within the Capital Projects Fund.



CITY OF CRESTVIEW
GENERAL FUND
SCHEDULE OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
April 30, 2020

	Annual Budget	Amended Annual Budget	Current Year to Date Total	Percent of Budget	Previous Year to Date FY 2019	Change
Revenues						
Taxes	\$ 11,886,500	\$ 11,886,500	\$ 9,760,035	82.11%	\$ 9,079,879	680,156
Permits, Fees, Special Assessments	1,472,408	1,472,408	1,082,772	73.54%	1,149,034	(66,262)
Intergovernmental Revenue	5,240,200	5,240,200	3,344,236	63.82%	1,990,608	1,353,629
Charges for Services	257,075	257,075	166,071	64.60%	179,551	(13,480)
Judgments, Fines & Forfeites	46,000	46,000	123,015	267.42%	76,717	46,298
Miscellaneous Revenues	121,000	121,000	125,068	103.36%	134,685	(9,617)
Total Revenues	\$ 19,023,183	\$19,023,183	\$14,601,198	76.75%	\$ 12,610,473	\$ 1,990,725
Expenditures						
Mayor	\$ 112,022	\$ 111,958	\$ 52,014	46.46%	\$ 49,158	\$ 2,855
City Clerk	260,833	260,836	121,051	46.41%	182,790	(61,739)
General & Administrative	2,931,744	2,552,275	642,734	25.18%	435,476	207,258
City Manager	224,738	229,524	108,446	47.25%	22,779	85,667
Human Resources	102,253	102,930	41,134	39.96%	-	41,134
Information Technology	131,594	132,685	81,364	61.32%	-	81,364
Public Information Officer	59,944	60,313	32,525	53.93%	-	32,525
Finance	401,843	413,079	239,928	58.08%	168,194	71,734
Public Works Administration	553,319	555,908	283,501	51.00%	271,723	11,778
Maintenance	237,273	242,011	125,054	51.67%	124,024	1,030
Police	5,515,453	5,668,277	2,565,256	45.26%	2,791,119	(225,863)
Fire	4,780,034	5,020,070	4,259,193	84.84%	2,457,130	1,802,063
Recreation & Enrichment Services:						
Athletics & Recreation	739,222	778,946	359,420	46.14%	278,911	80,510
Library	809,926	821,526	380,107	46.27%	398,018	(17,911)
Special Events & Programs	43,230	43,230	145,840	337.36%	15,739	130,101
Streets	1,680,810	1,574,351	639,564	40.62%	974,496	(334,932)
Code Enforcement	194,485	194,546	51,707	26.58%	156,388	(104,681)
Planning & Zoning	536,028	538,685	244,822	45.45%	310,140	(65,318)
Building & Facility Maintenance	1,486,471	1,492,910	562,658	37.69%	617,022	(54,364)
Total Expenditures	\$ 20,801,222	\$20,794,060	\$10,936,319	52.59%	\$ 9,253,108	\$ 1,683,212

Note: This report reflects the revenues collected and expended as of month end and what percent of annual budget has been collected and expended. The last column is the difference between current year to date transactions and prior year's year to date transactions.

DEBT SERVICE FUNDS

Debt Service is a series of payments of interest and principal required to be paid on a debt over a given period of time. Decisions regarding the use of debt are based upon, but not limited to, factors such as economic, demographic, and financial resources available to repay the debt, the City's long-term operating and capital needs, review and analysis of financial strength ratios and indicators, and the impact of future debt financing on these ratios and indicators.

Revenue bonds are issued for purpose of assisting the City in financing projects such as capital improvements, purchase of fire trucks and/or construction of buildings. The bonds are payable from and secured by sales tax revenues, franchise fees and communication services taxes. The loan payments from pledged revenue sources are in turn to pay principal and interest with respects to the revenue bonds as they become due.

The City has entered into two capital lease/purchase agreements for (1)Public safety software and (2) Two fire trucks.

The following is a summary schedule of outstanding debt for the fiscal year 2020.

Description of Bond, Note or Capital Lease	Original Issue	Issue Date	Final Payment Date	Interest Rate	Beginning Outstanding Balance 10/01/19	Requirements for Fiscal Year Ending September 30, 2020		
						Interest Payable	Principal Payable	Total Payable
Revenue Bonds								
2015 Public Improvements	\$ 3,165,000	10/15/2015	9/1/2041	1.2 - 4	\$ 2,705,000	\$ 92,591	\$ 195,000	\$ 287,591
* 2020 Capital Improvements	10,800,000	1/30/2020	6/1/2030	2.15	-	-	-	-
Subtotal - Revenue Bonds Payable	13,965,000				2,705,000	92,591	195,000	287,591
Capital Leases								
(2) Fire Trucks	902,880	5/23/2016	6/23/2023	2.89	640,750	18,788	90,801	109,589
Public Safety Software	810,360	12/1/2015	12/1/2020	4.695	401,597	26,558	125,391	151,949
Subtotal - Capital Leases	1,713,240				1,042,347	45,346	216,192	261,538
Total - Debt Service - City of Crestview	\$15,678,240				\$ 3,747,347	\$137,937	\$ 411,192	\$ 549,129

* Bonds issued in January, 2020, payments commencing December, 2020



SPECIAL REVENUE FUND

The City of Crestview Building Division is a one-stop source for all construction permit and inspection needs. The division reviews construction plans, issues permits and performs inspections to ensure building projects are built safely and in compliance with state and local codes and regulations helping to create a vibrant, livable, and safe-built community. Whether you are remodeling a home, building your dream house, constructing an accessory structure, or constructing a commercial building, we look forward to serving you.

SPECIAL REVENUE FUND

SCHEDULE OF REVENUES AND EXPENSES -

BUDGET AND ACTUAL

April 30, 2020

	Annual Budget	Amended Annual Budget	Current Year to Date Total	Percent of Budget	Previous Year to Date FY 2019	Change
Revenues						
Building Permits	587,200	587,200	305,649	52.05%	312,542	(6,892)
	-	7,162	5,042	-	-	-
Total Revenues	\$ 587,200	\$ 594,362	\$ 310,692	52.05%	\$ 312,542	\$ (6,892)
Expenditures						
Personnel Cost	\$ 476,442	\$ 483,662	\$ 281,118	58.12%	207,027	74,091
Operating Expenses	110,758	110,700	26,955	24.35%	26,604	350
Total Expenditures	\$ 587,200	\$ 594,362	\$ 308,072	51.83%	\$ 233,632	\$ 74,441

Note: This report reflects the revenues collected and expended as of month end and what percent of annual budget has been collected and expended. The last column is the difference between current year to date transactions and prior year's month to date transactions.



UTILITY FUND

The Utility Fund is an enterprise fund that accounts for the activities of the City's water and wastewater services in a business-type manner, where the intention is to recover the cost of providing this service through user charges.

The Utility Fund uses a line item budget for its revenues and expenditures. Revenue sources are composed of operating revenues such as water and sewer charges, impact fees and connection charges. Water and Sewer Revenues are the largest source of Utility Fund Revenue and makes up **88.12%** of total revenues within this fund.

As **58%** of the year is complete, Utility Fund revenues are **62.05%** of projections and the expenses are **47.17%** of budget.

REVENUES

Impact Fees—Fees charged to developers at the time of development for construction of facilities to serve the development site. These fees are slightly less than what was received in prior year.

Charges for Services—A rate increase for residential water and sewer consumption went into effect October 1, 2017 with an annual increase for four years until September 30, 2021. Water revenues total **\$1,557,179** year-to-date which is higher than prior year and Sewer revenues totaled **\$2,287,598** year-to-date which is also higher than prior year.

Miscellaneous Revenues—This revenue source consists of interest earnings, along with settlements, reimbursements, etc.

CITY OF CRESTVIEW
UTILITY FUND
SCHEDULE OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
April 30, 2020

	Annual Budget	Amended Annual Budget	Current Year to Date Total	Percent of Budget	Previous Year to Date FY 2019	Change
Revenues						
Permits, Fees & Special Assessmen	\$ 490,000	\$ 490,000	\$ 460,800	94.04%	\$ 268,300	192,500
Charges for Services	6,754,542	6,754,542	4,026,108	59.61%	3,765,746	260,362
Miscellaneous Revenue	32,500	32,500	28,380	87.32%	24,586	3,794
Total Revenues	\$ 7,277,042	\$ 7,277,042	\$ 4,515,288	62.05%	\$ 4,058,632	\$ 456,657
Expenditures						
General & Administrative	\$ 2,534,369	\$ 2,513,628	\$ 743,179	29.57%	\$ 1,005,701	(262,522)
Public Works Administration	580,469	583,058	285,767	49.01%	306,157	(20,390)
Finance - Utility Office	344,041	350,597	203,235	57.97%	206,132	(2,897)
Water	2,193,570	2,195,990	1,461,785	66.57%	853,614	608,171
Sewer	751,646	755,861	298,453	39.49%	151,573	146,880
Wastewater	1,221,000	1,221,000	645,779	52.89%	694,365	(48,586)
Maintenance	1,212,723	1,217,923	579,838	47.61%	710,836	(130,998)
Stormwater	503,162	502,923	188,424	37.47%	208,258	19,834
Total Expenditures	\$ 9,340,980	\$ 9,340,980	\$ 4,406,461	47.17%	\$ 4,136,637	\$ 309,492

Note: This report reflects the revenues collected and expended as of month end and what percent of annual budget has been collected and expended. The last column is the difference between current year to date transactions and prior year's year to date transactions

SANITATION FUND

The Sanitation Fund is also an enterprise fund which is used to account for operations that are financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the costs of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges.

Residential and commercial sanitation rate increased effective October 1, 2018 when the City renewed a multi-year contract with Waste Pro, Inc. for services. This contract ends on September 30, 2021. The City will be seeking bids on this function during Fiscal Year 2021.

Garbage fees are the largest source of revenue and make up **94.18%** of the total revenues. Other sources of revenue include penalties, franchise fees.



**CITY OF CRESTVIEW
SANITATION FUND
SCHEDULE OF REVENUES AND EXPENSES –
BUDGET AND ACTUAL
April 30, 2020**

	Annual Budget	Amended Annual Budget	Current Year to Date Total	Percent of Budget	Previous Year to Date FY 2019	Change
Revenues						
Garbage Fees	\$ 3,803,181	\$ 3,803,181	\$ 2,283,749	60.05%	\$ 2,058,314	225,435
Penalties	50,896	50,896	37,208	73.11%	34,238	2,971
Franchise Fees	184,020	184,020	141,348	76.81%	118,486	22,862
Total Revenues	\$ 4,038,097	\$ 4,038,097	\$ 2,462,306	60.98%	\$ 2,211,038	\$ 251,268
Expenditures						
Garbage/Solid Waste	\$ 3,840,811	\$ 3,840,811	\$ 2,323,243	60.49%	\$ 1,928,759	394,484
Total Expenditures	\$ 3,840,811	\$ 3,840,811	\$ 2,323,243	60.49%	\$ 1,928,759	\$ 394,484

Note: This report reflects the revenues collected and expended as of month end and what percent of annual budget has been collected and expended. The last column is the difference between current year to date transactions and prior year's month to date transactions.

COMMUNITY REDEVELOPMENT AGENCY FUND

The City of Crestview formally adopted the Community Redevelopment Agency concept in 1995 for the expressed purpose of development and redevelopment within a defined community redevelopment area which encompasses the downtown area. The CRA Board adopted a Community Redevelopment Plan, which was sanctioned by the Florida Department of Community Affairs.

In 2017, The CRA Board adopted a revised Master Plan, which is used to direct ongoing projects and projects in the District. Projects/programs must be a part of the overall Master plan to be funded from the CRA Budget.

In 2018, the CRA appointed 2 more members to the CRA board, as allowed by Ordinance/Statute. These 7 members serve as the CRA Board. In 2019, the CRA board approved a non-voting member as the Chair, who is a member of the Okaloosa County Board of County Commissioners.

The CRA has taken on several projects in the 2019-2020 Fiscal year that will continue the Growth, Development, and Beautification of the CRA District. These include Gateway signs to the Downtown Area, beginning plans for a walkway into the Twin Hills Park area, as well as a new Parking lot in cooperation with Okaloosa County.



COMMUNITY REDEVELOPMENT AGENCY FUND
SCHEDULE OF REVENUES AND EXPENSES -
BUDGET AND ACTUAL
April 30, 2020

Revenues											
Intergovernmental Revenue	\$	175,000	\$	175,000	\$	126,348	72.20%	\$	211,167.66	\$	(84,820)
Miscellaneous		12,500		12,500		-	0.00%		14,246.24		(14,246)
Other Sources		145,840		145,840		145,840	0.00%		0.00		(145,840)
Total Revenues	\$	333,340	\$	333,340	\$	272,188	81.65%		\$ 225,413.90	\$	46,774
Expenditures											
Contractual Services	\$	72,900	\$	72,900	\$	60,321	82.74%		65,280.20		(4,959)
Administrative		1,200		1,200		951	79.23%		0.00		951
Operating Supplies		1,000		1,000		-	0.00%		4,558.82		(4,559)
Advertising		10,000		10,000		417	4.17%		2,015.00		(1,598)
Dues & Subscriptions		3,500		3,500		1,174	33.54%		2,493.00		(1,319)
Training		3,500.00		3,500.00		1,367.00	39.06%		731.00		636
Improvements		870,000		870,000		308,600	35.47%		0.00		308,600
Awning Improvement Grant		522,851		522,851		30,000	5.74%		66,662.00		(36,662)
Total Expenditures	\$	1,484,951	\$	1,484,951	\$	402,830	27.13%		141,740.02	\$	261,090



Staff Report

CITY COUNCIL MEETING DATE: August 31, 2020

TYPE OF AGENDA ITEM: Ordinance

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Tim Bolduc, City Manager
DATE: August 24, 2020
SUBJECT: Ordinance 1783, an ordinance of the City of Crestview establishing a Stormwater Utility

BACKGROUND:

During the budget process for the 2020 budget the City Council discussed the establishment of a stormwater utility for the purpose of properly funding stormwater activities within the City.

The City Council held two workshops to discuss the findings of the water and sewer rate study and the impact and appropriateness of stormwater expenses being funded through the Water and Sewer Utility Fund.

The first reading of the Ordinance was accomplished on August 10, 2020.

DISCUSSION:

On July 30th, 2020, the City Council voted unanimously to establish a stormwater utility and set forth the methodology for determining the rate.

The process for administrating the fees associated with the stormwater utility will be as follows;

1. The city staff, working with consultants from Jacobs Engineering, established an equivalent residential unit (ERU) for stormwater impact of 3,000 sq ft of impervious space.
2. The established rate per ERU will be \$2.50.
3. Improved residential properties will be charged a single ERU each month on their utility bill. In the rare cases where a resident receives neither water nor sewer services from the City a separate bill will be sent.
4. Improved Commercial properties will be charged one ERU for the first 10,000 sq ft of impervious space and 1 additional ERU for each 3,000 sq ft of impervious space over the initial 10,000.sq ft.
5. City Staff will, within the first 2 years of adoption, complete an assessment of each commercial property to determine total impervious space. Until such time as this assessment is complete, commercial properties will be assessed at the assumed coverage rate of 70% of the total lot.
6. For the initial creation of the Stormwater Utility and the adoption of a fee for such, Staff has provided in the attached ordinance that a cap be placed on commercial properties. The initial cap will be at 10 ERUs for commercial properties.

7. At any time, property owners can challenge the coverage used to determine the monthly rate or complete stormwater treatment mitigation in accordance with the provisions found in the ordinance

Using the methodology provided above, the projected revenue generated will be as follows;

Property Type	Number	ERU #	Rate	Total Collection
Residential	10367	10367	2.5	\$25,917.50
Commercial	752	2997	2.5	\$7,492.50
Collections per month				\$33,410.00
Collections Per Year				\$400,920.00

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

FINANCIAL IMPACT

The adoption of the ordinance as submitted is projected to provide \$568,980.00 in revenue which will be used to fund the newly created stormwater utility.

RECOMMENDED ACTION

For Discussion only. The Second reading to the Ordinance will be August 31, 2020.

Attachments

None

ORDINANCE NO. 1783

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA RELATING TO STORMWATER MANAGEMENT; PROVIDING FOR A STORMWATER UTILITY; SPECIFYING TERMS AND PROCEDURES FOR SAID UTILITY; PROVIDING FOR RATES AND CHARGES; PROVIDING FOR AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Crestview, Florida, desires to develop a Stormwater Utility to finance the operation, construction, and maintenance of stormwater devices (now existing or to be constructed); for stormwater system planning; for review of development plans for compliance with stormwater management codes; and for bay, spring, and river quality management;

WHEREAS, Section 403.0893, Florida Statutes, authorizes the City to establish one or more stormwater utilities and adopt stormwater utility fees or assessments sufficient to plan, construct, operate, and maintain stormwater management throughout the City, and to establish and set aside, as a continuing source of revenue, other funds sufficient to plan, construct, operate, and maintain stormwater management systems throughout the City;

WHEREAS, Section 403.0893(3), Florida Statutes, authorizes the City to create, alone or in cooperation with the other counties, municipalities, and special districts, one or more stormwater management system benefit areas within Okaloosa County, Florida, and specifically providing all property owners within the benefit areas may be assessed a Stormwater Utility fee or assessment to fund the planning, construction, operation, maintenance, and administration of a public stormwater management system for the benefited area;

WHEREAS, Section 403.0893(3), Florida Statutes, further provides the fees to be assessed within stormwater management system benefit areas shall be calculated to generate sufficient funds to plan, construct, operate, and maintain stormwater management systems, and authorizes the City to utilize the non-ad valorem levy, collection, and enforcement methods provided for in Chapter 197, Florida Statutes;

WHEREAS, the City is responsible for the maintenance and expansion of its existing stormwater system which has been developed over a number of years for the purpose of collecting and disposing of stormwater;

WHEREAS, stormwater facilities, including but not limited to earthen works such as lakes, dams and ditches within the City have been and remain an integral part of traditional stormwater

management and continued maintenance programs are necessary to preserve water quality in and around the City;

WHEREAS, the City has concluded that it is necessary and essential to continue to construct improvements and extensions to the existing system to ensure that the collection and disposal of stormwater within the City adequately protects the health, safety, and welfare of the citizens of the City of Lakeland;

WHEREAS, the cost of operating and maintaining all stormwater management systems, and the financing of existing and future necessary repairs, replacements, improvements, and extensions thereof, should to the extent practicable, be allocated in relationship to the benefits enjoyed and services received therefrom; and

WHEREAS, the City has concluded that creation of a stormwater management system and continued construction of improvements and extensions to the existing system, together with the adoption of this Ordinance to ensure that the collection and disposal of stormwater within the City and stormwater management system benefit areas during the coming fiscal year, under the terms, conditions, and criteria set forth herein, is necessary to protect the health, safety, and welfare of the citizens of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA:

SECTION 1 - FINDINGS AND PURPOSE OF UTILITY.

(1) Findings of Ordinance. The foregoing findings are incorporated herein by reference and made a part hereof. The City further finds uncontrolled drainage and development of land has a significant adverse impact upon the health, safety, and welfare of the Crestview community. Further, the City of Crestview finds as follows:

- a. Stormwater runoff is capable of carrying pollutants into receiving bodies, thereby degrading water quality;
- b. The increase in nutrients, such as phosphorous and nitrogen, resulting from stormwater runoff accelerates eutrophication of receiving water bodies and adversely affecting flora and fauna;
- c. Improperly channeling water increases the velocity of stormwater runoff and increases erosion and sedimentation;
- d. Construction requiring the alteration of natural topography and removal of vegetation tends to increase erosion;
- e. Siltation of water bodies resulting from increased erosion decreases the capacity of water bodies to hold and transport water, interferes with navigation, and harms flora and fauna;

- f. Impervious surfaces increase the volume and rate of stormwater runoff and allow less water to percolate into the soil, thereby decreasing groundwater recharge;
- g. Improperly managed stormwater runoff may increase the incidence and intensity of flooding, which endangers property and human welfare;
- h. Improperly managed stormwater runoff may interfere with the maintenance of river quality and disrupt biological productivity;
- i. Substantial economic losses may result from adverse impacts upon the waters of the Shoal River and Yellow River ecosystems;
- j. The City maintains a system of storm and surface water management facilities including, but not limited to, conduits, manholes, channels, ditches, drainage easements, retention and detention basins, infiltration facilities, and other components as well as natural waterways;
- k. The stormwater system in the City needs regular maintenance and improvements;
- l. All real property in the City either uses or benefits from the maintenance of the existing stormwater system and enhancements thereto;
- m. The extent of use of the stormwater system by each property depends upon factors, such as land use and the amount of impervious surface on the property, which influence runoff;
- n. The costs of improving, maintaining, operating, and monitoring the stormwater system should be allocated, to the extent practicable, to all property owners based in part on the impact of runoff from the impervious areas of their property on the system;
- o. Management of the system to protect the public health, safety, and welfare requires adequate revenues, and it is in the interest of the public to finance stormwater management adequately with a reasonable and equitable user charge system so each user of the system pays to the extent to which the user contributes to the need for the system.

(2) Purpose of Ordinance. The purpose of this ordinance is to protect, maintain, and enhance the immediate and long-term health, safety, and general welfare of the citizens of the City. In order to effectuate this purpose, this ordinance has the following objectives:

- a. To establish a Stormwater Management Program in the City that is mutually compatible with those developed by the Florida Department of Environmental Protection, the Northwest Florida Water Management District, and other local governmental entities;

- b. To develop a Stormwater Management Program which is responsible for the construction, operation, and maintenance of stormwater devices; for stormwater system planning; for review of development plans for compliance with stormwater management codes; and for river quality management;
- c. To create one or more stormwater management system benefit areas and adopt Stormwater Utility fees sufficient to plan, construct, operate, and maintain stormwater management systems throughout the City;
- d. To encourage productive and enjoyable harmony between humanity and nature;
- e. To protect, restore, and maintain the chemical, physical, and biological integrity of community waters;
- f. To prevent individuals, business organizations, and governments from causing harm to the community by activities which adversely affect water resources;
- g. To encourage the construction of drainage systems which aesthetically and functionally approximate natural systems;
- h. To encourage the protection of natural systems, and the use of those systems in ways not impairing their beneficial functioning;
- i. To encourage the use of drainage systems which consume minimal electrical energy and petroleum fuels when operating;
- j. To minimize the transport of pollutants to community waters;
- k. To maintain or restore groundwater levels;
- l. To minimize erosion and sedimentation;
- m. To prevent damage from flooding, while recognizing that natural fluctuations in water levels are beneficial;
- n. To protect, restore, and maintain the habitat of fish and wildlife; and
- o. To seek interlocal agreements with the various governmental entities located within the Shoal and Yellow River watersheds to ensure cooperative efforts toward joint development of compatible and efficient stormwater management programs.

SECTION 2 - DEFINITIONS FOR UTILITY.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a

different meaning. Words not defined in this section shall be construed to have the meaning given by common and ordinary use as defined by the latest edition of Webster's Dictionary.

Benefit Area means the geographic area within the municipality, as determined by the Director, within which customers are subject to the Fee and benefit from the System. Property located within the Benefit Area may remain subject to flooding and other adverse stormwater impacts.

Bonds means revenue bonds, notes, loans or any other debt obligations issued or incurred to finance the Program.

Customer means any person located in the Benefit Area who owns, leases, or otherwise is responsible for payment of the Fee charged to a property. A person owning, leasing, or otherwise responsible for a property not containing Impervious Surface is not a customer.

Debt Service means, with respect to any particular fiscal year and any particular series of Bonds, an amount equal to the sum of all interest payable on such Bonds during such fiscal year plus any principal installments of such Bonds during such fiscal year.

Developed Property means real property which has been altered from its original state by the addition of any improvements, such as a building, structure, or impervious surface. For new construction, property shall be considered developed pursuant to this Ordinance (a) upon issuance of a certificate of occupancy, or upon completion of construction or final inspection if no such certificate is issued; or (b) if construction is at least 50 percent complete and construction is halted for a period of three (3) months.

Director means the director of Department of Public Services.

Dwelling Unit means a single unit or apartment providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

Equivalent Residential Unit or ERU means the assigned unit of square footage of Impervious Surface Area of a detached single-family residential property located within the City and as established in Exhibit A hereto, as amended or modified from time to time by resolution of the City Council..

ERU Rate means any portion of the Utility Fee charged per ERU, as established in Exhibit A and as amended or modified from time to time by resolution of the City Council.

Fee, Stormwater Utility Fee, or Utility Fee means the monetary charge established under this ordinance, levied on owners or users of parcels or pieces of real property in the system benefit area, and being sufficient to fund, construct, operate, and maintain the stormwater management system. The Director shall base the Fee upon the equitable unit cost approach

and design the funding to generate capital to retrofit existing stormwater management systems, build new treatment systems, operate facilities, and maintain and service debt. The stormwater utility fee is in addition to any other fee the municipality has the right to charge under any other rule or regulation of the municipality. The Fee is established to fund all or a portion of the Operating Budget.

Impervious Surface means a human-made surface compacted or covered with material resistant to infiltration by water and impeding or restricting percolation of surface water into the soil. Impervious surfaces include but are not limited to: most conventionally-surfaced streets, roofs, roof extensions, sidewalks, patios, driveways, parking lots, oiled, graveled, graded, or compacted surfaces, porches, sidewalks, parking areas and athletic courts, and semi-impervious areas, such as compacted clay and pavers.

Impervious Surface Area means the number of square feet of horizontal surface covered by impervious surfaces. Measurements to determine impervious surface area should be made between exterior or outermost portions of the impervious surface.

Levy means the imposition and collection of a non-ad valorem assessment, stated in terms of rates, against all appropriately located property by a governmental body authorized by law to impose non-ad valorem assessments.

Operating Budget means the annual Utility operating budget adopted by the City for one Fiscal Year.

Operation and Maintenance means the current expenses, paid or accrued, of operations, maintenance, and current repair of the system, as calculated in accordance with sound accounting practice, and includes, but is not limited to, insurance premiums, administrative expenses, labor, executive compensation, materials and supplies costs for current operations, and charges for the accumulation of appropriate reserves for current expenses not annually incurred, but which may reasonably be expected to incur in accordance with sound accounting practice.

Person means a natural or artificial person (such as a corporation) recognized by law to have the rights and duties of a human being. Person means the state or any agency or institution thereof, the United States or any agency or institution thereof, or any municipality, political subdivision, public or private corporation, individual, partnership, association, or other entity and includes any officer or governing or managing body of the state, the United States, any agency, any municipality, political subdivision, or public or private corporation.

Property Owner includes any person who has the right to possess, use, and convey title of real property. Property owner may include a tenant, if chargeable under tenant's lease for the maintenance of the subject real property, and any agent of the owner or tenant, including the developer.

Residential Utility Customer means a Stormwater Utility Customer who lives in a dwelling

unit. Residential Utility Customer does not include the place where a corporation or other enterprise conducts or is authorized to conduct business.

Revenue means all rates, fees, assessments, rentals or other charges or other income received by the Utility, in connection with the management and operation of the System, including amounts received from the investment or deposit of moneys in any fund or account and any amounts contributed by the City, all as calculated in accordance with sound accounting practice.

Single Family Residence means a developed property, which serves the primary purpose of providing a permanent dwelling unit to a single family. A single family detached dwelling or a Townhouse containing an accessory apartment, or second dwelling unit is included in this definition.

Stormwater means the flow of water which results from a precipitation event and includes, but is not limited to, stormwater runoff, surface runoff, street wash, waters related to street cleaning or maintenance, and drainage.

Stormwater Management Program means the comprehensive strategies for dealing with stormwater quantity and quality issues. Stormwater management includes, but is not limited to, the planning, design, construction, regulation, improvement, repair, maintenance, and operation of facilities and programs relating to water, floodplains, flood control, grading, erosion, tree conservation, and sediment control.

Stormwater Management Fund, Enterprise Fund, or Fund means the fees, special assessments, and other revenue collected by the Director exclusively to fund the planning, construction, operation, and maintenance of the city's stormwater management system.

Stormwater Management System means a system which is designed, constructed, or implemented to control discharges caused by precipitation events and incorporates methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system.

Stormwater Utility or Utility means the funding of a Program by assessing to the beneficiaries the cost of the program based on their relative contribution to its need. The Stormwater Utility operates as a typical utility, which bills services regularly, similar to water and wastewater services.

Stormwater Utility Customer means a person to whom the Utility Fee is assigned and billed.

User means the owner of record of property or other party subject to the Utility Fee imposed by this ordinance.

SECTION 4 - CREATION OF UTILITY.

(1) Establishment of Utility. Pursuant to the home rule power of Article VIII, Section 2(b) of the Florida Constitution, Florida Statutes Chapter 166, as amended, and Florida Statutes Sections 403.0891 and 403.0893, as amended, the City of Crestview hereby establishes a stormwater management utility. The Director of the utility shall be responsible for the City's stormwater management program and system and for all activities and facilities necessary to provide control of stormwater quantity and quality in the City.

(2) Powers and Duties of Director. The Director shall administer the stormwater management program. The Director may take any reasonable measures necessary to administer the stormwater management program, including, but not limited to:

- a. Charge a Fee to customers within the Benefit Area;
- b. Prepare necessary regulations to implement the ordinance, forward the regulations to the city council for consideration and adoption, and adopt any procedures required to implement the regulations or carry out other responsibilities for the effective administration of the System;
- c. Administer the acquisition, design, construction, maintenance, and operation of the System, including capital improvements designated in the stormwater management plan;
- d. Administer, interpret, and enforce this ordinance and all regulations and procedures adopted relating to the design, construction, maintenance, operation, and alteration of the system, including but not limited to the quantity, quality, and/or velocity of the stormwater conveyed;
- e. Inspect private systems as necessary to determine the compliance of such systems with this ordinance and any regulations adopted under this division;
- f. Advise the City Council, City Manager, and other City departments on matters relating to the system;
- g. Prepare and revise a comprehensive stormwater management program for adoption by the city council at least every five years;
- h. Review, inspect, approve, and deny plans for extensions to the system;
- i. Establish and enforce regulations to protect and maintain water quality within the system in compliance with established federal, state, and local water quality standards as adopted or amended;
- j. Ensure an adequate and stable Fee to achieve a stable financial position for the system by analyzing and amending:
 - i. the cost of services and benefits provided;

- ii. the system and structure of the stormwater management assessments and other fees, charges, fines, and revenues of the system; and
 - iii. any other factors relevant to maintaining a stable financial position; and
- k. Seek any grant capable of funding capital improvements for stormwater management.

SECTION 5 – ESTABLISHMENT OF EQUIVALENT RESIDENTIAL UNIT AND RATE.

(1) Establishment of the Equivalent Residential Unit. For purposes of calculating the rates to be charged, the City establishes the equivalent residential unit (ERU) as set forth in Exhibit A.

(2) Determination of ERU. The Director, considering the general acceptance and use by other stormwater systems of a source and the reliability and general accuracy of the source, may determine the source of data from which to determine the ERU. Using the property tax assessor's rolls, site examination, mapping information, aerial photographs, and other reliable information the Director shall determine the ERU to apply to all non-exempt property within the benefit area, which determination shall be made not more frequently than annually and the City Council may thereafter adopt such determination.

(3) ERU Rate. The City Council hereby authorizes the imposition of Fees on Developed Property within the City, in the amounts set forth in Exhibit A attached hereto, which may be amended from time to time by resolution of the City Council on recommendation of the Director.

(4) Multiple ERUs. Commercial, Industrial and Institutional zonings may be responsible for multiple ERU fees. Exhibit A, as amended from time to time by resolution of the City Council, sets forth the current ERU fees.

SECTION 6 - IMPLEMENTATION OF FEE.

(1) Imposition of Fee. The Director shall impose on all non-exempt properties containing impervious surface and located within the benefit area Fees as set forth in Exhibit A, as subsequently amended by the City Council by resolution.

(2) Charges in Fee. The Director shall include in the fee the following types of charges:

- a. Charge for Services. The Director shall include in the fee a service charge reflective of the cost of providing services and facilities to properly control stormwater runoff quantity and quality. In determining the service charge, the director shall consider the factors:
 - i. The amount of impervious surface area in the benefit area;
 - ii. The intensity of development within the benefit area;

iii. The type of land uses in the benefit area; amount, if any, of on-site stormwater treatment.

b. Charges for Administrative and Public Facilities. The Director shall include in the fee administrative and public facilities charges intended to recover the stormwater management costs of service unrelated to the size or intensity of development of properties. The Director may include in the Administrative and Public Facilities Charges:

i. The cost of billing and accounting and administrative and overhead expenses;

ii. The cost of managing runoff from public facilities; and

iii. Other appropriate administrative and public facilities costs.

c. Charges for Special Circumstances. The Director, if appropriate, shall include in the Fee special charges structured to recover the cost of providing to certain persons, entities, and properties stormwater management services not commonly required by all customers. Such stormwater management services may include, but are not limited to, plan review and inspection, site inspections, water quality monitoring and mitigation activities, and actions to abate private property conditions not complying with adopted city standards or interfering with proper stormwater management.

(4) Special Assessment Districts. If the Director deems it necessary to adequately control and treat stormwater runoff, the Director may create a special assessment district within the benefit area and charges to customers in the special assessment district all or a portion of the associated costs to construct, replace, retrofit, implement, operate, or maintain a stormwater conveyance and management system for that particular area.

SECTION 7 – SUFFICIENCY OF UTILITY RATE; CHANGES TO RATE. The Utility Fee each fiscal year shall be an amount necessary to generate sufficient funds to plan, construct, operate, and maintain the system. The City Council may change the Fee, the ERU, or the ERU Rate from time to time by resolution.

SECTION 8 - COLLECTION OF FEE.

(1) Schedule of Billing. The Director shall mail to all Customers a monthly stormwater utility bill.

(2) Method of Payment. The customer shall pay to the Director, in person or by mail, the Fee.

(3) Schedule of Payment. The customer shall pay the fee on or before the due date stated on the bill.

(4) Combination of Utility Bills. If the Director elects to combine the stormwater utility fee with other utility in the same bill, the city utility department shall render a monthly utility bill containing the stormwater utility fee and any other utilities.

(5) Collection with Tax Rolls. If desired, the City Council may by resolution elect to use the uniform method of collecting the Stormwater Utility Fee pursuant to Florida. Stat. § 197.3632.

SECTION 9 - REVENUE SOURCES FOR UTILITY.

(1) Sources of Funding. The stormwater utility funding sources may include the following:

- a. Fees;
- b. civil penalties and damage assessments imposed for or arising from the violation of the stormwater utility ordinance;
- c. Stormwater permit fees, impact fees and inspection fees;
- d. Other funds or income obtained from federal, state, local, and private grants or revolving funds;
- e. Bonds issued using future stormwater utility revenue as collateral; and
- f. Any other reasonable means.

(2) Insufficiency of Fee Revenue. If the fee revenues collected are insufficient to finance the operation of the utility, the City's governing body may authorize funding from other City funds.

SECTION 10 - ESTABLISHMENT OF ENTERPRISE FUND. There is hereby established an enterprise fund exclusively for the deposit and withdrawal of all revenue collected pursuant to this ordinance. The Director shall use the enterprise fund for the independent and separate accounting of all revenues, expenditures, assets and liabilities, and earnings and obligations of the utility and including the following purposes:

- (a) The acquisition by gift, purchase, or condemnation of real and personal property and interests therein, necessary to construct, operate, and maintain stormwater control facilities;
- (b) All costs of administration and implementation of the stormwater management program, including the establishment of reasonable operating and capital reserves to meet unanticipated or emergency stormwater management requirements;
- (c) Engineering and design, debt service and related financing expenses, construction costs for new facilities, and enlargement or improvement of existing facilities;

- (d) Operation and maintenance of the System;
- (e) Monitoring, surveillance, and inspection of stormwater control devices;
- (f) Water quality monitoring and water quality programs;
- (g) Retrofitting developed areas for pollution control;
- (h) Inspection and enforcement activities;
- (i) Billing and administrative costs; and
- (j) Other activities reasonably required to carry out the stormwater management program.

SECTION 11 - EXEMPTION FROM FEE. Except as provided in this section, the Director shall not exempt any customer from the Fee. The Director shall not exempt or reduce a customer's fee based on, but not limited to, age, tax, economic status, or race. The Director shall implement the following exemption guidelines:

- (a) Government Entity Exemptions. The Director may exempt from the fee governmental agencies owning real property within the designated Benefit Area;
- (b) Churches and Religious Establishments. The Director may exempt from the fee churches and religious establishments owning real property within the designated Benefit Area;
- (c) Tax Exempt Properties. The Director shall not exempt a customer owning tax-exempt property under Florida law and located within the Benefit Area;
- (d) Public Lands and Buildings. The Director shall exempt from the fee all public lands and buildings, including all publicly owned lands used for public purposes, including offices, maintenance yards, storage facilities, park and recreation facilities, libraries, schools, colleges, universities, and public housing. Nonexempt customers subject to the fee, through the public facilities charge, shall share proportionally the cost of providing stormwater management services to the public lands and buildings.
- (e) Undeveloped Property. Real property that does not contain any impervious surfaces including improved land without structures.
- (f) Streets, Highways, and Railroads; and

SECTION 12 - ADJUSTMENT OF CUSTOMER ERU.

- (1) Availability of Adjustment. The Director may adjust up or down a customer's ERU.
- (2) Basis for Adjustment. All adjustments will be made based on credits. The Director

shall consider the location, geography, size, use, impervious area, on-site facilities, and any other factors for determination of credit. A customer may be eligible for a credit if the customer has installed a stormwater management facility to the standards specified in this document. The City Land Development Code mandates stormwater management facilities to minimize the qualitative and quantitative impacts of runoff and ensure compliance with state and federal requirements. Credits will be made based on facilities that significantly exceed design criteria specified in Land development Code. Customers are eligible for a maximum credit of 60 percent. The following credits are available for stormwater management facilities:

- a. A facility that provides additional rate and volume control. The current City code requires volume and rate control for a 25-year storm event. A facility that provides volume and rate control for a 100-year storm event has provided a significant reduction in impacts. This reduction is eligible for a maximum credit of 30 percent.
- b. A facility that controls runoff from an upstream tributary area, which means controlling runoff from offsite. An example would be a 10-acre site that collects runoff from 5 acres of upstream land. The offsite area is significant compared to the onsite and is in addition to the onsite. This additional runoff is eligible for a maximum credit of 30 percent. In this case the post development condition for the offsite must be calculated based on complete build-out as determined from the current zoning.

All plans and engineering reports required for credits must be prepared by a professional engineer registered in the State of Florida. For an existing site a customer can at their expense hire a professional engineer to prepare documents to demonstrate these standards. A stormwater management facility receiving credit must be privately maintained in strict compliance with city and state standards to ensure it functions as designed at all times. Failure to do so will result in loss of credit.

(3) Procedure for Adjustment. A customer shall submit to the Director any request for ERU adjustment. The Director, when responding to ERU adjustment requests, shall apply the following procedures and may, as needed, develop different or additional procedures:

- a. Submission of Petition. Any customer may submit to the Director a petition for ERU adjustment. The customer shall include in the petition his or her contact name and address, the property address, the subdivision name, a property sketch, the total amount of impervious area, the total lot or parcel size, the location and size of any on-site or off-site stormwater treatment facilities, a legal description of the real property affected, a summary description of the asserted error or basis for exemption, variance, or mitigation, and the relief requested.
- b. Grounds for Appeal. If a customer submits a petition, the customer shall submit the petition in writing and set forth, in detail, the grounds upon which the customer seeks relief. Grounds for appeal of the ERU may include, but are not limited to:

- i. incorrect property classification for purposes of determining the ERU;
 - ii. errors in the property's impervious surface area square footage;
 - iii. mathematical errors in calculating the property's applicable ERU;
 - iv. errors identifying the property owner of a fee-subject property; and
 - v. presence of on-site stormwater treatment facilities.
- c. Supplemental Information for Decision. The Director may require the petitioning customer, at the customer's expense, to provide supplemental information to the Director including, but not limited to, survey data approved by a registered professional land surveyor and engineering reports approved by a professional engineer. The Director may deny a customer's petition based on the failure to provide such information.
- d. Factors for Decision. When evaluating a petition for adjustment, the Director shall consider all relevant information and may consider:
 - i. Any on-site stormwater treatment facilities which are permitted by the local water management district, and
 - ii. Any on-site stormwater treatment facilities not requiring or having a local water management district permit but providing stormwater quality treatment consistent with the municipality's natural resource protection ordinance(s), the municipality's land development regulations, and the water quality standards for treated stormwater set forth in the Florida Administrative Code.
- e. Timing and Notice of Decision. The Director, on or before ninety (90) days after receipt by the Director of a customer's completed petition, shall review and render a decision on the petition. The Director, in writing, shall provide notice to the petitioner in writing of acceptance or denial of a petition.
- f. Retroactivity of Adjustment Decision. The Director shall retroactively apply to the customer's first billing cycle any grants of adjustment resulting from a customer's petition. Retroactive adjustment will not exceed one (1) year, and the Director shall apply reimbursement the customer's future fee collections.
- g. Appeal of Denial. If the Director denies a customer's petition, the customer, on or before the thirtieth (30) day after the Director renders a final decision on the petition, a customer may appeal to the City's Board of Adjustment for review,

which Board shall render a final decision within 60 days. Procedures before the Board of Adjustment shall be subject to then-existing rules governing quasi-judicial procedures.

SECTION 13 - VIOLATION OF ORDINANCE.

(1) Determination of Violation. If a customer does not pay all or a portion of the fee on or before the thirtieth day after the Director mails the bill, the customer's bill becomes delinquent, and the Director may determine the customer to be in violation of this ordinance.

(2) Notice of Delinquency. The Director, on or before the fifteenth day after a customer's bill becomes delinquent, shall mail or deliver to the customer a notice of delinquency.

(3) Penalty for Violation. If a customer violates this ordinance and the Director mails the bill combined with other municipal utilities, the city may discontinue those utility services, including, but not limited to, electric, garbage collection, water and wastewater, listed on the combined bill. To the maximum extent allowed by law, the Director may fine a customer in violation of this ordinance and charge interest on any portion of a customer's delinquent fee remaining unpaid. The Director may recover from a customer any attorney's fees incurred in collecting delinquent fees. If using the uniform method of collection, the Director may also pursue enforcement methods as provided for in Florida Statutes Chapter 197.

SECTION 14 - BORROWING. The City may issue bonds, notes, or other evidences of indebtedness (referred to here as “bonds”) to finance or refinance the costs of the system and to pay the costs of issuing the bonds. If the City elects to use bonds, the City shall issue the bonds pursuant to an ordinance adopted by a majority plus one vote of the City Council, and the ordinance shall set forth the use and disposition of the proceeds of the bonds, the maturity date of the bonds and their interest rate or rate of accretion if applicable, the manner and method of payment, the rights and remedies of the holders thereof, the security for repayment and other covenants or conditions as the City Council may deem proper. The provisions of the bond ordinance and general law will be the only limitations and restrictions regarding the issuance of bonds.

SECTION 15 - SEVERABILITY OF ORDINANCE. If any provision, section, paragraph, sentence, clause, or portion of this ordinance or the application thereof to any person or circumstance, is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining provisions or portions thereof.

SECTION 16 - SCRIVENER’S ERRORS. The correction of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Manager or the City Manager’s designee, without public hearing, by filing a corrected or re-codified copy with the City Clerk.

SECTION 17 - ORDINANCE TO BE LIBERALLY CONSTRUED. This Ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 18 - REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 19 - EFFECTIVE DATE. This ordinance shall take effect on the sixth business day following adoption, unless the Mayor declines to exercise the veto power in writing after adoption.

PASSED AND ADOPTED ON SECOND READING BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA ON THE _____ DAY OF _____, 2020.

ATTEST:

ELIZABETH M. ROY
City Clerk

APPROVED BY ME THIS _____ DAY OF _____, 2020.

J. B. WHITTEN Mayor

EXHIBIT A

RESIDENTIAL STORMWATER UTILITY FEE:

\$2.50 Monthly Fee/ERU

Each developed residential property is one ERU regardless of impervious area

NON-RESIDENTIAL STORMWATER UTILITY FEE:

- 1. \$2.50 Monthly Fee/ERU, where the first ERU is equal to 10,000ft² of impervious area; plus*
- 2. \$2.50 Monthly Fee/ERU for each additional 3,000ft² of additional impervious area up to a maximum of 9 additional ERUs (a total monthly maximum of 10 ERUs or \$25.00). Fractions round to the next whole number (i.e., 3.4 rounds to 4).*

An impervious surface of 70% of the parcel will be used to determine the Fee until the actual impervious service can be established.

Credit A: Up to 30% reduction given for volume/rate control in excess of design storm

Credit B: Up to 30% reduction given for significant control of offsite runoff

Fee Calculation Table

	<u>Exempt*</u>	<u>Residential</u>	<u>Non-Residential**</u>
ERU Rate	\$0	\$2.50	$\{ 1 + (\text{IMP ft}^2 - 10,000\text{ft}^2) / 3000\text{ft}^2 \} \times \2.50
ERU Rate (30% credit)	\$0	\$2.50	$\{ 0.7 [1 + (\text{IMP ft}^2 - 10,000\text{ft}^2) / 3000\text{ft}^2] \} \times \2.50
ERU Rate (60% credit)	\$0	\$2.50	$\{ 0.4 [1 + (\text{IMP ft}^2 - 10,000\text{ft}^2) / 3000\text{ft}^2] \} \times \2.50

* Exempt properties include: Churches, Municipal buildings, Schools, and undeveloped properties

**IMP is the property's impervious area

Example for Commercial Property with no Credits:

- (i) Impervious area of 16,600ft².
- (ii) The first 10,000ft² is 1 ERU (\$2.50).
- (iii) The additional 6,600ft² is divided by 3,000ft² (1 ERU) = 2.6 ERUs, rounded to 3.
- (iv) 1 + 3 = 4 ERUs, multiplied by \$2.50 per ERU rate equals \$10.
- (v) This customer will be responsible for \$10 per billing cycle.