

**PUBLIC NOTICE AND AGENDA OF THE GROVELAND CITY COUNCIL MEETING
SCHEDULED TO CONVENE AT 7:00 P.M., MONDAY, JUNE 20, 2016 IN THE E.L. PURYEAR
BUILDING LOCATED AT 243 S. LAKE AVENUE, GROVELAND, FLORIDA**

MAYOR	TIM LOUCKS	tim.loucks@groveland-fl.gov
VICE-MAYOR	KAREN MCMICAN	karen.mcmican@groveland-fl.gov
COUNCIL MEMBER	MIKE RADZIK	mike.radzik@groveland-fl.gov
COUNCIL MEMBER	DINA SWEATT	dina.sweatt@groveland-fl.gov
COUNCIL MEMBER	JOHN GRIFFIN	john.griffin@groveland-fl.gov
CITY ATTORNEY	ANITA GERACI-CARVER, ESQ.	
CITY MANAGER	REDMOND D. JONES, II	redmond.jones@groveland-fl.gov
ACTING CITY CLERK	LISA CORTESE	lisa.cortese@groveland-fl.gov
SERGEANT-AT-ARMS	CHIEF M. SMITH TENNYSON	melvin.tennyson@groveland-fl.gov

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

AGENDA

Call to Order

Opening Ceremonies

- a. Pledge of Allegiance
- b. Invocation

Roll Call

Guest Speaker, Presentations and Proclamations

Pastor Tony McCoy – Police Department Acknowledgement
SRT Update of July 4, 2016

Reports

- a. Council Member Reports
- b. City Manager Report
- c. City Attorney Report
- d. Citizen Advisory Committee Member Reports

Consent Agenda

Routine items and items not anticipated to be controversial are placed on the Consent Agenda to expedite the meeting. If a Council member, staff member or member of the public wishes to discuss any item on the Consent Agenda, they can request the item be removed from the Consent Agenda for discussion. The remaining items on the Consent Agenda will be voted on with one motion being made for all items on the Consent Agenda. Then the item removed from the Consent Agenda will be separately considered and voted on.

- Approval of Agenda Review Minutes of Thursday, June 2, 2016
- Approval of City Council Workshop Minutes of Wednesday, June 8, 2016
- Approval of City Council Meeting Minutes of Wednesday, June 8, 2016

Old Business

1. Approval of Ordinance 2016-05-14: Southgate Easement Vacation – Second Reading

New Business

2. Approval of Donation of \$1,000 to the Friends of the Marion Baysinger Memorial Library
3. Award of RFP for Impact Fee Study to Public Resources Management Group, Inc.
4. Award RFP for Utility Rate Study to Public Resources Management Group, Inc.
5. Approval of Resolution 2016-05-14: Affirmation of City-wide Goals
6. Authorize Staff to advertise an RFP for the Council Chambers Sound System
7. Approval of Rockers Lockers Site Plan
8. Approval of Trilogy Phase V Final Plat
9. Approval of Modification 2 to Subgrant Agreement between Department of Economic Opportunity and the City
10. Approval of Interlocal Agreement Between Lake County and City of Groveland Relating to H.O.M.E. Investment Partnership Consortium Agreement

Public Comment*

Announcements

Adjournment

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

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

City of Groveland
Minutes
City Council Agenda Review Meeting
Thursday, June 02, 2016

The Groveland City Council met in a regularly scheduled Agenda Review Meeting on Thursday, June 02, 2016 at the Lake David Center located at 450 S. Lake Avenue. Mayor Tim Loucks called the meeting to order at 4:40pm with the following members present: Vice-Mayor Karen McMican, Council Members Dina Sweatt and Mike Radzik. City officials present were: City Manager Redmond Jones, Acting City Clerks Lisa Cortese and Gwen Walker, Sergeant-at-Arms Chief M. Smith Tennyson. Council Member John Griffin was absent.

AGENDA

Agenda Review of June 2, 2016 Regular City Council Meeting

Council reviewed and discussed the agenda making the following changes:

Consensus from Council to move up item #9 Discussion- City Charter Review to follow item #3.

Consensus from Council to remove item #3 Approval of Ordinance 2016-06-15: Revisions to Cross Connection Control Plan.

Consensus from Council to remove Larry LaBute, Hydro Corp - Presentation Re: Revisions to Cross Connection Control Plan

ADJOURNMENT

Mayor Tim Loucks adjourned the meeting at 4:50pm.

Attest:



Tim Loucks, Mayor

Lisa Cortese, Acting City Clerk

City of Groveland
Workshop Minutes
City Council
Wednesday, June 08, 2016

The Groveland City Council met in a workshop on Wednesday, June 08, 2016 in the E.L. Puryear Building located at 243 S. Lake Avenue. Mayor Tim Loucks called the meeting to order at 6:00pm with the following members present: Vice Mayor Karen McMican, Council Members Mike Radzik and Dina Sweatt. City officials present were: City Attorney Anita Geraci-Carver, City Manager Redmond Jones, Acting City Clerk Lisa Cortese, and Sergeant-at-Arms Chief M. Smith Tennyson. Council Member John Griffin was absent.

AGENDA

1. Discussion of Goal Setting Resolution

The Council discussed the resolution at length and requested the following changes:

Top Priority

*Soccer Complex/Wilson Lake Parkway
Groveland Commerce Park*

High Priority

*Fire Station 95: Design
Fund Balance: 20% Reserve (without raising taxes)*

Management Agenda

Public – Private Partnership White Paper/ Highway 50 Median Landscape Project/ Coast to Coast Trail (FDOT)

ADJOURNMENT

Mayor Tim Loucks adjourned the meeting at 6:25pm.



Attest:

Tim Loucks, Mayor

Lisa Cortese, Acting City Clerk

City of Groveland
Minutes
City Council Meeting
Wednesday, June 8, 2016

The Groveland City Council held a regularly scheduled meeting on Wednesday, June 8, 2016 in the E.L. Puryear Building located at 243 S. Lake Avenue. Mayor Tim Loucks called the meeting to order at 7:10 pm with the following members present: Vice Mayor Karen McMican, Council Members Mike Radzik, Dina Sweatt, and John Griffin. City officials present were City Attorney Anita Geraci-Carver, City Manager Redmond Jones, Acting City Clerk Lisa Cortese and Sergeant-at-Arms Chief M. Smith Tennyson.

OPENING CEREMONIES

The meeting opened with the Pledge of Allegiance led by Vice Mayor Karen McMican. The invocation was given by Reverend Jerry Schultz.

Guest Speaker, Presentations and Proclamations

- **Pastor Tony McCoy Police Department Acknowledgement**
Consensus from Council to postpone this item until the next regularly scheduled City Council meeting.
- **Proclamation Acknowledging Janet Hoffman and Keith Woll for Actions Taken Saving the Life of Another**

Mayor Tim Loucks called a five-minute break at 7:25 p.m.

Mayor Tim Loucks resumed the Council meeting at 7:30 p.m.

REPORTS

a. Council Members

- Council Member John Griffin reported that a resident from Trilogy approached him regarding the water rates and the resident's high water bill. Mr. Griffin stated he reassured the resident that he would report on his concerns at the next City Council meeting and ask the Mayor to continue the efforts to have a fair water rate.
- Council Member Mike Radzik reported that he was invited to visit the Waterside Pointe community regarding a concern about erosion. On May 22nd he visited the community and reported the condition was pretty bad and believes the issue should be addressed. On May 28th Mr. Radzik attended the Memorial Day Remembrance event at Trilogy of Orlando. On May 30th he attended the City of Groveland Memorial Day Tribute. June 3rd Mr. Radzik attended the CRA Business of the Month photo shoot at Suds Shop Car Wash. Mr. Radzik also reported that in response to the emails from Sam Smith he reached out to him to offer to assist from a Council perspective. He did not receive a response back from Sam Smith.
- Council Member Dina Sweatt reported that she attended a Keep Lake Beautiful meeting on May 24th. On May 25th she attended the MPO Governing Board meeting. Mrs. Sweatt attended the Memorial Day event at the senior center on May 27th. On May 28th she attended the Memorial Day Remembrance event at Trilogy of Orlando. On May 30th Mrs. Sweatt attended the City of Groveland Memorial Day Tribute. May 31st she attended the Volunteer and Community Partner Appreciation Breakfast at Groveland Elementary. June

2nd Mrs. Sweatt attended the Agenda Review meeting. On June 3rd Mrs. Sweatt attended the CRA Business of the Month photo shoot at Suds Shop Car Wash.

- Vice Mayor Karen McMican reported that she attended a crisis communication workshop hosted by The Florida League of Cities on May 27th. She recommends the workshop for the department heads to attend. On May 28th she attended the Memorial Day Remembrance event at Trilogy of Orlando. On May 30th Mrs. McMican attended the City of Groveland Memorial Day Tribute. On June 3rd she attended the CRA Business of the Month photo shoot at Suds Shop Car Wash. On June 6th Mrs. McMican visited the community of Waterside Pointe and judged for the “Yard of the Month” for the month of June.
- Mayor Tim Loucks reported that he attended the Groveland Elementary 5th Grade Graduation on June 6th. On June 7th Mr. Loucks attended a meeting with St. Johns Regional Water Management District regarding the consumptive use permit and proposed they issue a 20 year permit to assist in keeping the potable water rates down. Mr. Loucks reported that he attended the Volunteer and Community Partner Appreciation Breakfast at Groveland Elementary. Mr. Loucks reported that he met with the builders from Monte Vista Farms regarding access to the South Lake Regional Park in correlation to their project and discussed alternative design options. On June 8th he attended the Mayor/Managers meeting in Minneola where one of the items discussed was the Interlocal Fire Agreement.

b. City Manager

City Manager Redmond Jones gave his written report and updates.

Mr. Jones also reported that he also attended the Mayor/Managers meeting in Minneola and added that he informed the City Manager of Clermont that during the dispatch transition with Lake County the City of Groveland can be invoiced for any calls that the City of Clermont responds to on behalf of the City of Groveland.

Consensus from City Council to have staff bring back the request for support of the Friends of Marion Baysinger Library Annual Summer Enrichment Program in the amount of \$1000.00, as an agenda item on the next regularly scheduled City Council meeting.

c. City Attorney

City Attorney Anita Geraci-Carver updated the Council regarding Blue Wake LLC reporting that a request to the title company had been submitted to do a title search which they indicated that they needed a legal description. Anita stated she contacted Southeastern Survey who does the city’s survey work to request a proposal to determine what the estimated cost would be to obtain a legal description; she was notified that it would be cost prohibitive to do any type of legal description. Her recommendation is to have a conversation with the Internal Improvement Trustees Group regarding DEP’s indication that the state is not taking ownership of the lake to see if we can demonstrate to the state that record title is held by them based on a deed, they then may be willing to transfer that directly to the city. Mrs. Carver stated this would be more cost effective.

Mrs. Carver also reported that at the last City Council meeting the Council approved the Combat Wounded Warriors parking spot designation and had asked about enforcement. She reported that if the parking sign is placed in a city parking lot or on a city street, not a county or state road then the city could adopt an ordinance to enforce. A determination as to how someone qualifies to use the parking space would need to be determined.

Mrs. Carver reported that on Monday there were two appeals running concurrently for the red light camera program and oral arguments on one appeal went very well as reported by their attorney. They are hoping that the second district will rule quickly on the issue and we should know soon of the outcome.

d. Citizen Advisory Committee

CONSENT AGENDA

Approval of City Council Agenda Review Meeting Minutes 05-12-16

Vice Mayor Karen McMican moved to approve; seconded by Council Member Dina Sweatt. The motion was approved with all members present voting aye.

Approval of Revised City Council Meeting Minutes 05-02-16

Council Member Dina Sweatt moved to approve; seconded by Vice Mayor Karen McMican. The motion was approved with all members present voting aye.

Approval of City Council Meeting Minutes 05-16-16

Council Member Mike Radzik moved to approve; seconded by Council Member Dina Sweatt. The motion was approved with all members present voting aye.

Approval of City Council Workshop Meeting Minutes 05-16-16

Council Member Dina Sweatt moved to approve; seconded by Council Member Mike Radzik. The motion was approved with all members present voting aye.

Approval of City Council Special Meeting Minutes 05-18-16

Vice Mayor Karen McMican moved to approve; seconded by Council Member John Griffin. The motion was approved with all members present voting aye.

OLD BUSINESS

1. Approval of Interlocal Agreement between City of Groveland and Lake-Sumter MPO Maintenance of GIS for City of Groveland

Council Member Mike Radzik moved to approve; seconded by Vice Mayor Karen McMican.

The motion was approved with all members present voting aye.

2. Ordinance 2016-05-14: Southgate Easement Vacation – Second Reading

Council Member Mike Radzik moved to table this item; seconded by Council Member Dina Sweatt.

The motion was approved with all members present voting aye.

NEW BUSINESS

3. Discussion – City of Groveland Charter Review

Consensus from City Council to schedule a workshop for June 20th 2016 before the regularly scheduled City Council meeting to discuss three year terms of office.

- 4. Resolution 2016-05-14: Affirmation of City-wide Goals**
Council Member Dina Sweatt moved to table this item; seconded by Council Member John Griffin.
The motion was approved with all members present voting aye.
- 5. Resolution 2016-06-15: Open Air Sales Permit Fee**
Council Member Dina Sweatt moved to approve; seconded by Council Member Mike Radzik.
The motion was approved with all members present voting aye.
- 6. Resolution 2016-06-16: Strict Compliance with City Policies**
Council Member Mike Radzik moved to approve; seconded by Council Member John Griffin.
The motion was approved with all members present voting aye.
- 7. Resolution 2016-06-17: Support South Lake Regional Park**
Council Member Dina Sweatt moved to approve; seconded by Council Member Mike Radzik.
The motion was approved with all members present voting aye.
- 8. Approval of Policy Deviation – PTO**
Council Member John Griffin moved to approve; seconded by Vice Mayor Karen McMican.
The motion was approved with all members present voting aye.
- 9. Resolution 2016-06-18: Amend the Recreation Advisory Committee Requirements for Membership**
Council Member Dina Sweatt moved to table this item; seconded by Council Member Mike Radzik.
The motion was approved with all members present voting aye.

Consensus from City Council to schedule a future workshop to discuss this item.

PUBLIC COMMENT

Resident Courtenay Ettricks provided documents to the City Council and ask that the item be placed into public record.

ANNOUNCEMENTS

Council Member John Griffin left the meeting at 9:00pm.

Consensus from City Council to schedule the first City Council meeting in July on Tuesday, July 5th 2016 in lieu of the July 4th 2016 holiday.

ADJOURNMENT

Mayor Tim Loucks adjourned the meeting at 9:10pm.

Attest:



Tim Loucks, Mayor

Lisa Cortese, Acting City Clerk



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: June 20, 2016

ITEM NUMBER: 1

AGENDA ITEM: Ordinance 2016-05-14 – Southgate Easement Vacation – 2nd Reading

CITY GOAL: Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.

PREPARED BY: Ken Comia, City Planner

DATE: May 20, 2016

BACKGROUND:

Cary Malever, Southgate of Lake County, LLC, Owner, is vacating an easement within the Southgate development.



Adjacent property owners have maintained access to their land.

"The city with a future, watch us grow!"

STAFF RECOMMENDATION: Approve the motion

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

ORDINANCE 2016-05-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA, VACATING CERTAIN RIGHTS OF WAY SHOWN ON THE PLAT OF GROVELAND FARMS, AS RECORDED IN PLAT BOOK 2, PAGES 10 AND 11, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LOCATED IN SECTION 21, TOWNSHIP 22 SOUTH, RANGE 25 EAST; VESTING OF TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Cary Malever of Southgate of Lake County, LLC, owner, seeks to vacate certain public rights of ways affect development of its property identified with Alternate Keys 1704651, 3684915, 1070333, 1008905, 1114845.

WHEREAS, the City Council is empowered pursuant to §166.042, *Florida Statutes*, to vacate public rights of ways within its municipal boundaries; and

WHEREAS, the City Council of the City of Groveland, Florida, has determined that the rights-of-way described herein below, are not needed for public use and convenience, now or in the future, and it is in the public interest to abandon the same as a right-of-way; and

WHEREAS, this Ordinance has been properly advertised in a newspaper of general circulation not less than ten days prior to the Local Planning Agency and City Council hearings on this Ordinance and property owners within a 150-foot radius of the property were provided written notice delivered by U.S. Mail, Certificate of Bulk Mailing.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA AS FOLLOWS:

Section 1: Vacation.

The rights-of-way as shown on the Plat of Groveland Farms recorded in Plat Book 2, Pages 10 and 11, Public Records of Lake County, Florida, located in Section 21, Township 22 South, Range 25 East, and more particularly described as follows:

LEGAL DESCRIPTION

The South 25 feet of the South 165 feet of the NE ¼ of the NW ¼ of Section 30, Township 22 South, Range 25 East, Lake County, Florida, LESS AND EXCEPT the East 1033.26 feet thereof.

is hereby closed and vacated as a public right-of-way. **See attached Sketch of Description.**

SKETCH OF DESCRIPTION



Section 2: Vesting of title.

Title to said vacated right-of-way shall vest in accordance with law.

Section 3: Severability.

That if any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 4: Conflict.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5: Effective Date.

This Ordinance shall become effective immediately upon its approval and adoption by the City Council of the City of Groveland.

ADOPTED at a regular meeting of the City Council of the City of Groveland, Lake County, Florida, this _____ day of _____, 2016.

HONORABLE TIM LOUCKS, MAYOR
City of Groveland Florida

ATTEST:

Lisa Cortese, Acting City Clerk



Approved as to Form:

Anita Geraci-Carver
City Attorney

Passed First Reading _____

Passed Second Reading _____

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

	YEA	NAY
John Griffin		
Tim Loucks		
Karen McMican		
Mike Radzik		
Dina Sweatt		



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: June 20, 2016

ITEM NUMBER: 2

AGENDA ITEM: Donation Request from Friends of Marion Baysinger Library

CITY GOAL: Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
--

PREPARED BY: Redmond Jones II

DATE: June 9, 2016

BACKGROUND:

At the June 8, 2016 City Council meeting, Council asked staff to bring back this item on the next City Council Agenda. Friends of the Library, a not for profit organization 501(3)c on behalf of Marion Baysinger Library is requesting a donation to support the Annual Summer Enrichment Program that the organization hosts during the non-school months of June, July and August. This program provides several activities and valuable life and learning skills for our local youth.

STAFF RECOMMENDATION: Consideration of support for this program
--

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"



FRIENDS OF MARION BAYSINGER LIBRARY • 756 WEST BROAD STREET • GROVELAND, FL 34736

Memorandum for Support:

May 10, 2016

City Manager, Mayor, and City Council:

On the behalf of the Marion Baysinger Library, we the Friends of the Library, a not for profit organization 501(3)c, request a donation of \$1000.00 to support the Annual Summer Enrichment Program that we host during the non school months of June, July and August until school resumes. The activities our program provides enriches the minds of our youths and creates an environment for valuable life and learning skills. An overview of our program is listed below:

Back to School Fair \$200.00

Storytime Programs: May 2016 \$50.00, June 2016 \$50.00, Oct 2016 \$50.00,
Dec 2016 \$50.00

Mother's Day/crafts Father's Day/crafts Halloween/crafts Santa/ candy/canes

Summer Reading Performers: Jiggle Man \$350.00 , Scott Humston \$350.00, Do Dad's Lab,
\$350.00 , Tampa Taiko Drummer \$350.00, John Stroms \$350.00, Bucky & Gigi Show \$350.00

End of Summer Reading/Enrichment Celebration: Chick-fil-a \$250.00 50 guests-
food/games/music

Estimated total: \$2750.00

Your consideration of support is greatly appreciated toward to success of this program.

Sincerely

James Smith

Friends of the Marion Baysinger Library

Acting President



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: June 20, 2016

ITEM NUMBER: 3

AGENDA ITEM: Impact Fee Study

CITY GOAL: Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.

PREPARED BY: Gwen Walker, Finance Director

DATE: June 9, 2016

BACKGROUND:

The City advertised for bids for the Municipal Services Impact Fee Study and Water and Wastewater Impact Fee Study after being authorized to do so by Council at its May 2, 2016 meeting. Five bids were received and reviewed by a selection team and the results are attached. PRMG was the highest rated consultant. Staff requests the authority to enter into a contract for consulting services with PRMG to perform all facets of the impact fee study.

STAFF RECOMMENDATION: Award Impact Fee Study to Public Resources Management Group, Inc. (PRMG)

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

MUNICIPAL SERVICES AND WATER/WASTEWATER IMPACT FEE STUDIES
[RFP# 2016-1A&B](#)

Overall Tally Sheet

Firms	Duncan	Willidan	PRM	Raftelis	Tindale
Project Understanding	14.5	17	18	16.5	9
Project Team	14.5	15.5	17	14	7.5
Qualifications	16	17.5	18	17	7.5
References	14	15	19	19	9
Office Location	10	19	19	19	7
Pricing	11	19	15.5	7	1
Total Score	80	103	106.5	92.5	41

Firm Ratings

- 1 PRMG
- 2 Willidan
- 3 Raftelis
- 4 Duncan
- 5 Tindale Considered unresponsive by 2 evaluators



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: June 20, 2016

ITEM NUMBER: 4

AGENDA ITEM: Utility Rate Structure Study
--

CITY GOAL: Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.

PREPARED BY: James Huish

DATE: June 9, 2016

BACKGROUND: The Public Services Utilities Division advertised for bid for the Utility Rate Structure Study on 5/4/16. Four competitive bids were received and reviewed by a selection team and the results are attached. PRMG was the highest rated consultant. Staff requests the authority to enter into a contract for consulting services with PRMG to perform the Utility Rate Structure Study. This project was funded in the current budget.

STAFF RECOMMENDATION: Approve the selection and authorize to contract with PRMG for the Utility Rate Structure Study.
--

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

UTILITY RATE STRUCTURE STUDY

RFP #2016-05-1

Bid Score Sheet *Composite*

NOTE: Scoring is based on a spread of (1-5) with 5 being the highest for each category

Firms	PRMG	Raftelis	Lighthouse	Willdan
Project Understanding	17	15	16.5	19
Project Team	17	16	14.5	19
Qualifications	19	17	16	19
References	19	17	15	18
Office Location	19	19	19	19
Pricing	18.5	10	18	14
Total Score	109.5	94	99	108

Firm Ratings

- 1 PRMG
- 2 Willdan
- 3 Lighthouse
- 4 Raftelis

UTILITY RATE STRUCTURE STUDY

RFP #2016-05-1

JH

Bid Score Sheet

NOTE: Scoring is based on a spread of (1-5) with 5 being the highest for each category

Firms	PRMG	Raftelis	Lighthouse	Willdan
Project Understanding	5	5	4	5
Project Team	5	5	3	5
Qualifications	5	5	3	5
References	5	5	3	5
Office Location	5	5	5	5
Pricing	5	4	5	4
Total Score	30	29	23	29

Firm Ratings

- 1 PRMG
- 2 Willdan
- 3 Raftelis
- 4 Lighthouse

Utility Rate Structure

MUNICIPAL SERVICES AND WATER/WASTEWATER IMPACT FEE STUDIES RFP# 2016-1A&B

GW

Bid Score Sheet

Firms	Boone Lighthouse	Willidan	PRMG	Raftelis	Tindale
Project Understanding	4.5	5	5	4	}
Project Team	4.5	5	5	4	
Qualifications	4	5	5	4	
References	4	4	5	4	
Office Location	5	5	5	5	
Pricing	5/ 27	4/ 29	4.5/ 29.5	2/ 23	
Total Score					

Firm Ratings

- 1 PRMG
- 2 Willidan
- 3 Lighthouse
- 4 Raftelis

WM

UTILITY RATE STRUCTURE STUDY

RFP #2016-05-1

Bid Score Sheet

NOTE: Scoring is based on a spread of (1-5) with 5 being the highest for each category

Firms	PRMG	Raftelis	Lighthouse	Willdan
Project Understanding	4	4	4	4
Project Team	4	4	4	4
Qualifications	4	4	4	4
References	4	4	4	4
Office Location	4	4	4	4
Pricing	4	2	4	4
Total Score	24	22	24	23

Firm Ratings

- 1 PRMG
- 2 Lighthouse } TIE
- 3 Willdan
- 4 RAFTELIS

UTILITY RATE STRUCTURE STUDY

R-5

RFP #2016-05-1

Bid Score Sheet

NOTE: Scoring is based on a spread of (1-5) with 5 being the highest for each category
 (\$22,000) (\$26,700) (\$22,500) (\$24,965)

Firms	PRMG	Raftelis	Lighthouse	Willdan
Project Understanding (methodology)	3	2	4	5
Project Team	3	3	3	5
Qualifications	5	4	5	5
References	5	4	4	5
Office Location	5	5	5	5
Pricing	5	2	4	3
Total Score	26	20	25	28

Firm Ratings

- 1 Willdan
- 2 PRMG
- 3 Lighthouse
- 4 Raftelis



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: June 20, 2016

ITEM NUMBER: 5

AGENDA ITEM: Resolution 2016-05-14 - Revised

CITY GOAL: Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.

PREPARED BY: Redmond Jones II

DATE: June 15, 2016

BACKGROUND:

Lyle Sumek Associates, Inc. took the City Council through a process of identifying fears, dreams, values and common themes within individual visions for the city. The Council prioritized objectives for the year 2016-2017.

STAFF RECOMMENDATION: Approve Resolution 2016-05-14
--

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

RESOLUTION 2016-05-14

RESOLUTION AFFIRMING THE CITY-WIDE GOALS THROUGH THE YEARS OF 2016-2017, AND ACCEPTING PRIORITIZED OBJECTIVES IDENTIFIED AS: TOP PRIORITY, AND HIGH PRIORITY FOR THE YEAR 2016-2017.

WHEREAS, the Mayor, City Council, and the City Manager are strongly committed to inclusive planning and performance accountability for Groveland City Government; and

WHEREAS, the Mayor and City Council provide legislative leadership consistent with their public policy-making responsibilities; and

WHEREAS, the Mayor, City Council and City Manager participated in a Council Retreat that established the 2016-2017 fiscal year goals and objectives for the City of Groveland on April 6th 2016.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Groveland, Florida that:

SECTION 1.

With an overall goal of moving the community forward with teamwork and sound government business practices; the City of Groveland's Motto is "A City with a Future, Watch Us Grow"; the City of Groveland's Vision Statement is creating solutions for our future; and "the Mission of the City of Groveland is to Inform, Involve, and Inspire the Citizens We Serve. We understand that Groveland will have smart growth with continued focus, dedication, and discipline in providing quality services." It was also clear that the consensus of the Mayor and City Council was the enhancement of Groveland's over-all quality of life in our growing estimated 12,000-person community.

SECTION 2.

The 2016 – 2017 City Wide Goals for the City of Groveland for 2016 – 2017 are expressed and detailed as follows:

- **Financially Sound City Providing Exceptional Services.**
- **Upgraded City Facilities and Infrastructure.**
- **Beautiful, Livable and Growing Groveland.**

Lyle Sumek Associates, Inc. took the City Council through a process of identifying fears, dreams, values and common themes within individual visions for the city. The Council prioritized the following objectives (in order of most priority):

Policy Agenda 2016 – 2017

Policy Agenda – is an issue that needs direction or a policy decision by the City Council; or needs a major funding decision by the City Council; or an issue that needs Council leadership by the governing body in the community; or with other governmental bodies (city government, other city governments, state governments, federal government)

- Questions of “What: is the City’s Policy of Regulation?”

Top Priority

- Soccer Complex – Wilson Lake Parkway (4)
- Water Rate Study (4)
- Council Sound System (4)
- South Groveland Old Water Main Replacement (3)
- Reclaimed Water Impact (3)
- Groveland Commerce Park

High Priority

- J.T. Memorial Ballfields (4)
- Highway 50 Re-Alignment (3)
- David Blanks Park Restroom (3)
- City Sign Program: Development, Wayfinding, Entry, Information (3)
- Fund Balance: 20% Reserve (3) (based on taxable value/growth rate, not via an increase of ad valorem taxes)
- City Charter Review (3)
- Fire Station 95: Design

Management Agenda 2016 – 2017

- Public – Private Partnership White Paper, which shall also include, coast to coast trail/downtown landscaping/street scaping
- Staff Development and Training
- Departments Understanding Value Stream
- Merit/Bonus Management System
- Municipal Complex
- Fishing Pier at Lake David
- Consumptive Use Permit
- Villa City Development Agreement
- Business Advisory Board
- Lien Reduction Ordinance

On The Horizon 2017 – 2021

- Employee Compensation
- Employee Survey
- Police Explorers: Direction, Funding
- Development Survey (Developers/Residents)
- Storm Water Fee
- Complete Survey: Scope, Method, Direction
- Building Permitting and Inspection In-house: Evaluation Report with Options to obtain Council's, Direction
- Fire Safety Inspector: Position Funding
- Stream Lined Payroll System, Automated
- Fire Service Assessment Fee
- Police Citizen Academy: Development
- Pensions: Evaluation, Direction
- Police Accreditation
- Recycling Program
- Road Paving Assessment Fee
- Long Range Financial Plan with Projections
- Law Enforcement: Additional Equipment
- Sidewalk Policy and Program
- ~~Fire Station 95: Design~~
- Fire Engine: Replacement and Funding Policy
- Sampey Wastewater Treatment Plant: Expansion
- City Capital Condition Assessment and Long Range Plan
- Communications Center Radio Equipment
- Sunshine Wastewater Treatment Plant: Expansion
- Bio Solids: Fertilizer Phase
- Road Improvement Program: Service Level, Additional Funding
- Reclaimed Water/Water for Development Plan (with Lake County)
- Subdivision Project Resolution (Green Valley West)
- Coast-to-Coast Trail (FDOT)
- Land Banking/Disposal
- Green Building Standards: Development
- Chamber of Commerce Relationship: Direction
- Economic Development Incentives
- Downtown Planters: Direction, Funding
- Parks Master Plan
- Development Plan and Reality
- Sister Cities Program: Development
- ~~Amphitheater Direction (Private Development)~~
- County Regional Park: Advocacy
- Youth Council: Development
- Downtown Streetscape Master Plan: Development
- Entrance Beautification Project: Location, Design

- Veterans Park: Monuments
- Highway 50 Median Landscape Project (FDOT)
- Cistern Grant Program
- Landscape Policy/Ordinance (link to Lake County)
- Sign Ordinance: Review
- Highway 27 Development Strategy
- Kids Park: Scope, Direction
- Destination Hotel: Needs Assessment
- Multi-Family Housing Development
- Comprehensive Plan: Update

SECTION 3.

The Mayor and Council direct the City Manager to focus the activities of staff toward the stated goals and objectives and provide progress reports as necessary for their successful resolution and/or attainment.

SECTION 4.

This resolution shall take effect immediately upon its passage and adoption.

PASSED and **RESOLVED** this _____ day of _____, 2016
by the City Council of the City of Groveland.

Tim Loucks, Mayor

ATTEST:

Acting City Clerk, City Clerk

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

RESOLUTION 2016-05-14

RESOLUTION AFFIRMING THE CITY-WIDE GOALS THROUGH THE YEARS OF 2016-2017, AND ACCEPTING PRIORITIZED OBJECTIVES IDENTIFIED AS: TOP PRIORITY, AND HIGH PRIORITY FOR THE YEAR 2016-2017.

WHEREAS, the Mayor, City Council, and the City Manager are strongly committed to inclusive planning and performance accountability for Groveland City Government; and

WHEREAS, the Mayor and City Council provide legislative leadership consistent with their public policy-making responsibilities; and

WHEREAS, the Mayor, City Council and City Manager participated in a Council Retreat that established the 2016-2017 fiscal year goals and objectives for the City of Groveland on April 6th 2016.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Groveland, Florida that:

SECTION 1.

With an overall goal of moving the community forward with teamwork and sound government business practices; the City of Groveland's Motto is "A City with a Future, Watch Us Grow"; the City of Groveland's Vision Statement is creating solutions for our future; and "the Mission of the City of Groveland is to Inform, Involve, and Inspire the Citizens We Serve. We understand that Groveland will have smart growth with continued focus, dedication, and discipline in providing quality services." It was also clear that the consensus of the Mayor and City Council was the enhancement of Groveland's over-all quality of life in our growing estimated 12,000-person community.

SECTION 2.

The 2016 – 2017 City Wide Goals for the City of Groveland for 2016 – 2017 are expressed and detailed as follows:

- **Financially Sound City Providing Exceptional Services.**
- **Upgraded City Facilities and Infrastructure.**
- **Beautiful, Livable and Growing Groveland.**

Lyle Sumek Associates, Inc. took the City Council through a process of identifying fears, dreams, values and common themes within individual visions for the city. The Council prioritized the following objectives (in order of most priority):

Policy Agenda 2016 – 2017

Policy Agenda – is an issue that needs direction or a policy decision by the City Council; or needs a major funding decision by the City Council; or an issue that needs Council leadership by the governing body in the community; or with other governmental bodies (city government, other city governments, state governments, federal government)

- Questions of “What: is the City’s Policy of Regulation?”

Top Priority

- Soccer Complex – Wilson Lake Parkway (4)
- Water Rate Study (4)
- Council Sound System (4)
- South Groveland Old Water Main Replacement (3)
- Reclaimed Water Impact (3)
- Groveland Commerce Park

High Priority

- J.T. Memorial Ballfields (4)
- Highway 50 Re-Alignment (3)
- David Blanks Park Restroom (3)
- City Sign Program: Development, Wayfinding, Entry, Information (3)
- Fund Balance: 20% Reserve (3) (based on taxable value/growth rate, not via an increase of ad valorem taxes)
- City Charter Review (3)
- Fire Station 95: Design

Management Agenda 2016 – 2017

- Public – Private Partnership White Paper, which shall also include, coast to coast trail/downtown landscaping/street scaping
- Staff Development and Training
- Departments Understanding Value Stream
- Merit/Bonus Management System
- Municipal Complex
- Fishing Pier at Lake David
- Consumptive Use Permit
- Villa City Development Agreement
- Business Advisory Board
- Lien Reduction Ordinance

On The Horizon 2017 – 2021

- Employee Compensation
- Employee Survey
- Police Explorers: Direction, Funding
- Development Survey (Developers/Residents)
- Storm Water Fee
- Complete Survey: Scope, Method, Direction
- Building Permitting and Inspection In-house: Evaluation Report with Options to obtain Council's Direction
- Fire Safety Inspector: Position Funding
- Stream Lined Payroll System, Automated
- Fire Service Assessment Fee
- Police Citizen Academy: Development
- Pensions: Evaluation, Direction
- Police Accreditation
- Recycling Program
- Road Paving Assessment Fee
- Long Range Financial Plan with Projections
- Law Enforcement: Additional Equipment
- Sidewalk Policy and Program
- Fire Engine: Replacement and Funding Policy
- Sampey Wastewater Treatment Plant: Expansion
- City Capital Condition Assessment and Long Range Plan
- Communications Center Radio Equipment
- Sunshine Wastewater Treatment Plant: Expansion
- Bio Solids: Fertilizer Phase
- Road Improvement Program: Service Level, Additional Funding
- Reclaimed Water/Water for Development Plan (with Lake County)
- Subdivision Project Resolution (Green Valley West)
- Coast-to-Coast Trail (FDOT)
- Land Banking/Disposal
- Green Building Standards: Development
- Chamber of Commerce Relationship: Direction
- Economic Development Incentives
- Downtown Planters: Direction, Funding
- Parks Master Plan
- Development Plan and Reality
- Sister Cities Program: Development
- County Regional Park: Advocacy
- Youth Council: Development
- Downtown Streetscape Master Plan: Development
- Entrance Beautification Project: Location, Design
- Veterans Park: Monuments
- Highway 50 Median Landscape Project (FDOT)

- Cistern Grant Program
- Landscape Policy/Ordinance (link to Lake County)
- Sign Ordinance: Review
- Highway 27 Development Strategy
- Kids Park: Scope, Direction
- Destination Hotel: Needs Assessment
- Multi-Family Housing Development
- Comprehensive Plan: Update

SECTION 3.

The Mayor and Council direct the City Manager to focus the activities of staff toward the stated goals and objectives and provide progress reports as necessary for their successful resolution and/or attainment.

SECTION 4.

This resolution shall take effect immediately upon its passage and adoption.

PASSED and RESOLVED this _____ day of _____, 2016
by the City Council of the City of Groveland.

Tim Loucks, Mayor

ATTEST:

Acting City Clerk, City Clerk

Approved as to form and legality:

Anita Geraci-Carver, City Attorney



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE:	June 20, 2016
ITEM NUMBER:	6
AGENDA ITEM:	RFP Sound System
CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
PREPARED BY:	Andy Sapp
DATE:	June 13, 2016

BACKGROUND: To repair/upgrade the Puryear sound system for functionality.

STAFF RECOMMENDATION:	Use an RFP
REVIEWED BY CITY MANAGER:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

"The city with a future, watch us grow!"



CITY OF GROVELAND
156 S. LAKE AVENUE
GROVELAND, FL 34736

PHONE 352-429-2141
FAX 352-429-3852

REQUEST FOR PROPOSALS

June 21, 2016

PURCHASE & INSTALLATION OF SOUND SYSTEM UPGRADES

FOR

CITY OF GROVELAND CHAMBERS

Proposing parties must send three (3) bound copies of their proposal and one (1) electronic (PDF or Microsoft Word) reproducible copy. **Written proposals must be received in the City Clerk's office no later than 4:00 p.m., Friday, July 8, 2016.**

Proposals should be sent to:

**City of Groveland –Clerks
Office c/o Teresa Maxwell
156 S Lake Ave
Groveland, FL 34736**

(352) 429-2141

teresa.maxwell@groveland-fl.gov

Introduction

The City of Groveland is seeking a vendor to sell, program and install a new sound system with control components in the Council Chambers at 156 South Lake Ave, Groveland, FL 34736. The City has developed a preliminary scope of work based on identified City needs and familiarity with similar projects, however, proposers are encouraged to suggest additions or modifications to the scope which enhance the experience of viewing audiences, improve functional use for City staff and provide for future expansion capability. Suggestions should be incorporated into the proposal as optional components. The City has been allocated \$10,000 in funding to perform the replacement/upgrade.

You are hereby invited to submit a proposal based upon the requirements and conditions set forth in this RFP.

Objectives

The City is seeking to improve the overall audio experience for both participants in the room and have future expansion capabilities for video recordings and live streaming to foster clear communications for transparency and better understanding of all proceedings. The City is also seeking to improve functional control of the audio system. Much of the sound equipment used in the Council Chambers is located in unsightly areas, is aging and in need of upgrade or replacement. The City is seeking to replace or upgrade the existing sound system which includes, but is not limited to, the following portions:

- Replace/upgrade of existing audio equipment (Amp, mixer, etc.)
- Replace the fixed control mechanism on the sound system with a more flexible solution
- There is only a manually control system which manages the volume of those inputs/outputs
- Replace the fixed audio control mechanism in the cabinet
- Replace the stationary bidirectional microphones
- Replace the wireless handheld microphones
- Add good quality goose neck microphones

Background - Existing Sound System

The core components of the existing sound system are contained in a cabinet and closet at the rear of Council Chambers just behind the left side of the stage. Below are several images capturing the essence of the current system.



Existing Sound System (Continued)







In the Council Chambers, there are approximately 4-5 Stationary bidirectional microphones, 1 wireless handheld microphone. There are ceiling mounted (recessed) speakers in the Council Chambers, but are blown. There are also additional 2 wall mounted speakers and 2 movable speakers.

Background - Infrastructure

While the existing core components are on the stage behind the curtain, the box can be reutilized. There is internet already in the building for wireless connection. There are wiring paths available in the vaulted ceiling to run any necessary cables.

The microphones currently in use are pulled out from the main box and placed at each position in the chambers, 4 can speakers are installed in the ceiling. These are not currently working as the high end are blown. Two speakers are installed in the back of the room and two in the front of the room.

Project Scope of Work

The vendor is requested to develop a detailed scope of work based on experience with similar projects and understanding of the City's objectives. The City and the selected vendor will develop a final agreed upon scope of services after selection of final candidate. The following is a "sample" scope of work. It is expected bidding vendors will make recommendations in their scope of work upon further review of the City's existing sound system. Therefore, the following should be addressed in the scope of work. If there is a recommended variance, please describe.

- 1) Provide a state of the art technical solution that includes an appropriate mix of wireless and hard wired capabilities to serve the needs of the City
- 2) Replace the current control system with a modern computer oriented and/or touchscreen type control system preferably IP based
- 3) System must be capable of recording the audio to an internal storage or external thumb drive.
- 4) Design, configure and install necessary sound system components including any necessary wiring or re-wiring to provide a modern system tuned to work best with the Council Chamber acoustics to provide optimum listening levels without feedback, static, distortion or other interference
- 5) Install a sufficient rack system capable of handling all supplied components for the system and have available expansion space for other future components related to and projection or lighting management that would tie into the controller.
- 6) For voice amplification, a 13 fixed microphone shall be installed at each of the 13 council seating positions and 1 wireless at the public comment podium. There shall also be an additional 2 backup spare hardwired microphones provided. This makes up a total of 15 hardwired microphones. A total of 1 wireless handheld.
- 7) Provide full system management and operations training and orientation to City IT staff
- 8) Provide control operations training to City Clerk staff
- 9) Provide to City IT staff full system documentation along with all materials, software, hardware and other components that came with purchased components or were supplied from manufacturers
- 10) Provide source code and configuration files for the control system and any other components to City IT staff
- 11) Provide any passwords or other security components to City IT staff
- 12) Provide warranty and contact information for all equipment and software purchased. (All equipment installed must be new and carry a full manufacturer's warranty.)
- 13) Provide a 1-year warranty on service and labor
- 14) Provide instructions for how to handle warranty requests upon completion of project including who to contact and contact information (phone, email, mail address, etc.)

Proposal Submission Address

Proposals and Schedule of Fees should be submitted to the following address:

City of Groveland – Clerks
Office c/o Teresa Maxwell
156 S Lake Ave
Groveland, FL. 34736

Ownership of Equipment, Software, Source Code and City-Related Documents

All property rights for source code or other media produced by respondent including software and hardware acquired in connection with services performed under this RFP shall be vested in the City of Groveland. The respondent shall not publish or release any of the results of its work associated to this RFP or any resultant contract without express written permission of the City. Upon completion of the contract, the vendor shall deliver final copies of all source code, software, paperwork and equipment to city IT staff and shall provide a bill of goods for acceptance signature by city IT.

Proposal Costs

The City of Groveland is not responsible for any costs incurred by a respondent responding to this RFP. Proposals should not include any fees intended to recoup costs associated to preparing a response to this RFP or other costs associated to preparing, delivering or travelling to/from meetings associated to the RFP.

Proposal Evaluation

Proposals should provide a straightforward and concise presentation adequate to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of contents. Responsiveness to the RFP will be a principal basis for evaluation. Preference will also be given to proposals employing expandable solutions providing for robust future improvements.

Proposal Selection

The City of Groveland reserves the right, without qualification, to:

- 1) Select any proposal as a basis for written or oral communication with any or all of the companies or individuals when such action is considered to be in the best interest of the City.
- 2) Reject all proposals.
- 3) Exercise discretion and apply judgment with respect to any proposals submitted.

The City of Groveland may select proposals, based on initial proposals received, without discussion or after detailed discussions or contract negotiations. Therefore, the proposal should be initially submitted on the most favorable terms the provider can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to the City.

Vendor Selection Procedure

The City of Groveland intends to engage vendor's city staff feel are most qualified, able to provide products of suitable caliber and are available for this assignment who demonstrate thorough understanding of sound and audio visual systems for a reasonable cost. It is imperative the vendor's proposal address all aspects of the RFP. The proposal must provide City staff with clearly expressed information concerning the vendor's understanding of the City of Groveland's specific requirements which would result in the conduct of this study in a thorough and efficient manner. The top firm(s), as determined by the evaluation of the proposals, may be invited for an oral interview.

The following is an outline of the procedures the City will use in the selection process:

- 1) Candidates will be evaluated and scored on the following minimum criteria:
 - a. Experience of the firm and its staff in performing similar work
 - b. Record of the firm in being responsive to clients' requests
 - c. Quality of work previously performed by the firm for municipalities or other similar governmental agencies
 - d. Understanding of the project and ability to tailor the sound system to meet the needs of the City
 - e. Geographic location of the principal offices of the firm and proximity of staff working on installation and warranty support of the sound system
 - f. Proposed hardware and software solutions
 - g. Proposed Training
 - h. Proposed Warranty Support
 - i. Proposed Installation Services
 - j. Proposed fee and fee structure
- 2) Negotiations will take place with the top ranked primary firm on the final scope of work, the final contract proposal, and the proposal fee and fee structure price.
- 3) If a contract cannot be negotiated for this study, the negotiations with the designated vendor shall be terminated in writing and negotiations shall be started with the next highest rated vendor.
- 4) Staff will recommend the final approval of the contract to the City Council. The selected vendor shall be present at the City Council meeting to address any questions at no cost to the City.
- 5) Staff will notify firms not selected following award of the contract by City Council.

Deliverables

- 1) A written proposal containing information addressing how the vendor will meet the requirements of the project. Respondents must send three (3) bound copies of their proposal, and one (1) electronic reproducible copy.
- 2) A Schedule of Fees in a separate envelope from the proposal

Proposal Content

The City of Groveland requires the respondent to submit a concise proposal clearly addressing all of the requirements outlined in this RFP. To be successful, the proposal must include, at a minimum, the following sections ***in the order indicated:***

1) ***Information Section***

Including:

- a) Project name
- b) Name of the firm submitting the proposal
- c) Contact information for the person(s) that will develop the website and for the person with authority to make representations for the firm. (Contact information should include: name, title, physical mailing address, email address, phone, cellular, and fax numbers)

2) ***Description of project understanding, method and approach***

Brief narrative describing the vendor's view of the objectives and the techniques, approaches, and methods they would use to complete the work.

3) ***Scope of Work***

Details with specific task descriptions sufficient to demonstrate the vendor has considered all aspects of the project and will cover them thoroughly.

4) ***Project Timeline***

A timetable which identifies the main elements of the project, according to the Scope of Work, and projected completion dates throughout the project period. For reference: City Council meetings occur the 1st and 3rd Monday of each month. Work must be accomplished between meetings, equipment must be in working order for each Council meeting such that service for City Council meetings is uninterrupted during implementation and areas must be cleaned up at the end of each day.

5) ***Personnel***

This should include resumes of the individual(s) who would likely be assigned to the project and any other resource personnel as well as any sub-contracted personnel who might participate in the project.

If the execution of work to be performed by your company requires the hiring of sub-contractors, you must clearly state this in your proposal. Sub-contractors must be identified and the work they will perform must be defined. In your proposal, please provide the name and address of the sub-contractor. The City will not refuse a proposal based upon the use of sub-contractors; however, we retain the right to refuse any sub-contractors you have selected.

6) **Qualifications**

This section should include a description of the submitting firm, covering the company history and background experience connected with similar work efforts within the past 3 years including a company profile, length of time in business, and core competencies. It should also include a brief description of any proposed subcontractors as well as copies of any business licenses, professional certifications, or other credentials that offer clear evidence the submitting firm is licensed, in good standing and qualified to conduct business in Florida, Lake County and the City of Groveland.

7) **Client References & Samples of Work Performed**

This section should include descriptions of similar assignments within the past 3 years which were conducted by the submitting firm, photos of the physical implementation if possible, contact information for the organizations the work was done for including agency name, contact name and telephone number.

8) **List of Materials Being Supplied**

The proposal should include a spreadsheet containing at least the following specifics about items being supplied (Respondent should list software used to develop and manage control mechanisms):

For Hardware/Equipment

- Producer/Manufacturer
- Model #
- Description
- Purpose
- Quantity recommended

For Software

- Producer/Manufacturer
- Software Title
- Version
- Description
- Purpose
- Quantity recommended

9) **Schedule of Fees**

The proposal shall include a spreadsheet with detailed information on cost of services including separate detail lines for independent hardware, software and service related components including quantities being recommended and costs associated to each. The schedule of fees must be provided in a separate envelope from the proposal.

NOTE: Spreadsheets for items 8 and 9 should be not be treated as 1 spreadsheet. They should be view as independent spreadsheets. They should also easily correlate to the scope of work through a common identifier such as line number or names.

RFP Schedule

Required Site Visit

Vendors are required to attend an onsite tour of the Council Chambers to get a better understanding of the project and see the existing configuration first hand. While there will be an opportunity to ask questions during this time, the official answers to those questions asked will be posted on the City website along with answers to any other questions submitted by no later than 5:00 p.m, July 05, 2016.

Due Date

Written proposals must be physically received in the City Clerk's office by 4:00 p.m., Friday, July 08, 2016. Postmark dates and times will not be considered as meeting that deadline.

The City is not responsible for proposals that are delinquent, lost, mismarked, sent to an address other than that given above, or sent by mail or courier service. The City reserves the right, after opening the proposals, to reject any or all proposals, or to accept the proposal(s) that in its sole judgment is (are) in the best interest of the City.

Submission of the proposal will signify the respondent's agreement that their proposal and the content thereof are valid for 60 days following the submission deadline and will become part of the contract that is negotiated between the City and the successful respondent.

Interview Date

Chosen candidates will be contacted by Friday July 15, 2016 at the latest, to schedule Interviews for either Thursday, July 21, 2016, or Friday, July 22, 2016.

Award Date

If awarded, the award of the contract by the City Council is expected to be made at the August 01, 2016, regular City Council meeting with implementation kick-off meeting scheduled for the following day

Vendor Selection Schedule

Prepared by	Item	Date
City	RFP Posting/Notification	6/21/2016
City & Vendor	Required Site Visit by Vendors to see Council Chambers	6/28/2016
Vendor	Final deadline for questions submitted to the City	7/1/2016
City	Final answers to all questions posted to the City website	7/5/2016
Vendor	Proposals Due no later than	7/8/2016
City	Select Finalist Vendors	7/15/2016
City & Vendor	Conduct Interviews with Finalists	7/21/2016 7/22/2016
City & Vendor	Finalize Scope and Budget	7/25/2016
City	Award Contract	8/01/2016
City	Issue Notice to Proceed	8/02/2016

Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement or an otherwise mutually agreed method, such as per an approved value schedule per delivery. Any out-of-pocket expenses incurred in accordance with the vendor's dollar cost bid proposal. Interim billing shall cover a period of not less than a calendar month.

Location of Work and Resources

All work for this effort shall be performed on-site.

Question Submittal

Any questions regarding this proposal or additional information required by respondents should be directed via email to Andy Sapp at andy.sapp@groveland-fl.gov. To keep everything fair, all questions must arrive no later than 3:00 p.m., July 01, 2016. Answers to all questions submitted will be sent to all candidates who have indicated that they will be submitting a proposal and will also be posted to the existing City website by July 05, 2016, under the <http://fl-groveland.civicplus.com/bids.aspx> section.

General Contact Information

Andy Sapp, IT Coordinator
156 S Lake Ave
Groveland, FL 34736
(352) 429-2141
Fax 352-429-3852
Andy.sapp@groveland-fl.gov

Special Provisions

Internet Service Provider (ISP) service is not part of this contract. The City has an ISP; therefore, these services are not part of this RFP process.

Withdrawal of Respondents Proposal

Respondents may withdraw their proposal at any time prior Friday July 08, 2016.

Withdrawal of Request for Proposal

The City of Groveland retains at all times the right to cancel or withdraw this RFP, to refuse to accept a proposal from any respondent, and to modify or amend any portion of this RFP.

CONTRACTING REQUIREMENTS

Upon selection of a vendor, the terms set forth in this RFP are to be embodied in a definitive agreement containing such additional covenants and other provisions as may be mutually acceptable. The City of Groveland contemplates that, in addition to the terms described above in this RFP, final agreement between the City and the selected vendor will include, without limitation, the following terms. Submission of a proposal shall constitute agreement to contract on these terms, except for any term specifically reserved in the proposal for future negotiation.

1. Warranties and Representations - Vendor will warrant and represent that it possesses such expertise, experience and resources to perform the scope of services required in a diligent, timely and professional manner consistent with the standards of the industry. Vendor will supply at all times an adequate number of well-qualified personnel to perform the work. Vendor will provide a contact person available and authorized to remedy any non-conformity with this warranty.

2. Equipment, Tools, Supplies - The Vendor will supply all equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services and insurance required. The City of Groveland has no obligation whatsoever to provide any equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services or insurance required to perform services under this agreement.

3. Compliance with Laws - The Vendor agrees to comply with all applicable federal, state, and local laws and regulations.

4. Assignment/Subcontracting - The Vendor will not assign or transfer its interest, in whole or in part, under this agreement, without the written consent of the City of Groveland, which consent may be granted or withheld in the sole and absolute discretion of the City. The Vendor may subcontract with other qualified firms or individuals as required to complete all, or a portion of, the delivery of equipment and services, with the prior written approval of the City of Groveland. The Vendor will clearly describe the reason for using any subcontractors, the specific role each subcontractor will play in the project, and the relationship between the Vendor and its subcontractor to be maintained during the term of this agreement. No subcontract will be approved unless the Vendor provides a written guarantee that the Vendor's firm will be contractually obligated to assume all project responsibilities and the insurance requirements set forth above.

Additional Information

A sample Agreement for Purchase of Goods (APG) is attached. This is the standard APG that the City of Groveland uses. Some of the clauses may or may not be applicable to the products and services being sought through this RFP effort. Any requests for variance of terms must be submitted at the same time the proposal is submitted. Insurance certificates will be required upon execution of the contract and will include at least General Liability, Auto Coverage and Proof of Workers Compensation.

**CITY OF GROVELAND
AGREEMENT FOR THE PURCHASE OF GOODS**

THIS AGREEMENT (hereinafter referred to as "**Agreement**") is made by and between the CITY OF GROVELAND, a Groveland municipal corporation, (herein "**City**") and _____, a Florida _____, having a principal place of business at _____ (herein "**Vendor**"), on _____, 20____

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **TERMS:** Vendor agrees that the only terms and conditions that are applicable to this Agreement are those contained in this Agreement and Exhibits attached hereto. Any additional terms or conditions offered by Vendor are hereby rejected.
2. **PRICE:** Goods to be provided pursuant to this Agreement, as specified in Exhibit A, shall be provided at prices specified in Exhibit A. Municipalities are exempt from Federal Excise and Transportation taxes. Prices shall exclude these taxes. No charges for transportation containers, packing etc. will be allowed vendor unless so specified in this Agreement. Transportation charges must be prepaid by vendor on all purchases where the F.O.B. point is other than Groveland, Florida. All shipments shall be F.O.B. Groveland unless otherwise specified on this Agreement. These charges shall be shown as a separate item on the invoice.
3. **SHIPMENT AND INSPECTION:** The terms and routing of shipment shall be as provided herein, or as otherwise directed by the City. City may revise shipping instructions as to any goods not then shipped. City shall have the right to inspect any or all of the goods at vendor's place of business or upon receipt by City at City's election, which right shall be exercisable notwithstanding City having paid for the goods prior to inspection. City, by reason of its failure to inspect the goods, shall not be deemed to have accepted any defective goods or goods which do not conform to the specifications therefor, or to have waived any of City's rights or remedies arising by virtue of such defects or non-conformance. Cost of inspection on deliveries or offers for delivery, which do not meet specifications, will be for the account of the vendor. Shipping documents **MUST** cite this Agreement.
4. **PAYMENT:** The time period allowed for payment shall commence upon receipt of vendor's invoice or upon receipt of the goods, whichever is later.
5. **RISK OF LOSS:** Notwithstanding any provision hereof to the contrary, title to, and risk of loss of, the goods shall remain with the vendor until the goods are delivered at the F.O.B. point specified in this Agreement, or if no such point is specified, then, when the goods are delivered to the City. However, if the goods are of an inflammable, toxic or otherwise dangerous nature, vendor shall hold City harmless from and against any and all claims asserted against City on account of any personal injuries and/or property damages caused by the goods, or by transportation thereof, prior to the completion of unloading at City's receiving yard.
6. **WARRANTIES:** Vendor warrants to and covenants with the City as follows: vendor will deliver to City title to the goods free and clear of all security interest, liens, obligations, restrictions or encumbrances of any kind, nature or description, the goods shall be free from defects in material and/or workmanship; unless otherwise specified in this Agreement, the goods shall be new and not used or reconditioned; the goods and their packaging shall conform to the description thereof and/or specifications therefor contained in this Agreement. In placing this Agreement, City is relying on vendor's skill and judgement in selecting and providing the proper goods for City's particular use. The goods shall be in all respects suitable for the particular purpose for which they are purchased and the goods shall be merchantable.
7. **REMEDIES:** In the event of vendor's breach of this contract, City may take any or all of the following actions, without prejudice to any other rights or remedies available to City by law: (a) require vendor to

repair or replace such goods, and upon vendor's failure or refusal to do so, repair or replace the same at vendor's expense: (b) reject any shipment or delivery containing defective or nonconforming goods and return for credit or replacement at vendor's option; said return to be made at vendor's cost and risk: (c) cancel any outstanding deliveries and treat such breach by vendor as vendor's repudiation of this contract. In the event of City's breach hereunder, vendor's exclusive remedy shall be vendor's recovery of the goods or the purchase price payable for goods shipped prior to such breach.

8. **LABOR.** If this Agreement covers the performance of labor by vendor on City's premises, vendor shall indemnify and save and hold City harmless from and against any and all claims and liabilities for injury or death to any person or damage to property arising out of vendor's performance under this Agreement. Vendor shall obtain and pay for public liability for injury or death to any person or damage to property arising out of vendor's performance under this Agreement. Vendor shall obtain and pay for public liability and property damage insurance in an amount not less than one million dollars, and naming the City as additional insured, insuring against said injuries, deaths and damages, and shall furnish City with insurers' certificates evidencing such insurance, which certificates shall provide that the coverage evidenced thereby shall not be canceled except upon 30 days prior notice to City.

9. **COMPLIANCE WITH LAW.** Vendor warrants that it will comply with all federal, state, and local laws, ordinances, rules and regulations applicable to its performance under this Agreement, including, without limitation, the Fair Labor Standards Act of 1938, as amended, the Williams-Steiger Occupational Safety and Health Act of 1970, the Equal Employment Opportunity Clause prescribed by Executive Order 11246 dated September 24, 1965 as amended, and any rules, regulations or orders issued or promulgated under such Act and Order. Vendor shall indemnify and save and hold City from and against any and all claims, damages, demands, costs and losses which the City may suffer in the event that vendor fails to comply with said Act, Order, rules, regulations or orders. Any clause required by any law, ordinance, rule or regulation to be included in a contract of the type evidenced by this document shall be deemed to be incorporated herein.

10. **ENTIRE AGREEMENT AND AMENDMENT:**

- A. This document represents the entire and integrated Agreement between City and Vendor and supersedes all prior negotiations, representations, and Agreements, either written or oral.
- B. This document may be amended only by written instrument signed by both City and Vendor.

11. **GOVERNING LAW.** This Agreement and the contract between the parties evidenced hereby shall be deemed to be made in the State of California and shall in all respects be construed and governed by the laws of that state.

12. **MISCELLANEOUS.**

- A. The waiver of any term, condition or provision hereof shall not be construed to be a waiver of any other such term, condition or provision, nor shall such waiver be deemed a waiver of a subsequent breach of the same term, condition or provision.
- B. Vendor shall not assign its rights or obligations under this Agreement without the prior written consent of City.
- C. Stenographic and clerical errors, whether in mathematical computations or otherwise, made by City on this Agreement or any other forms delivered to vendor shall be subject to correction.
- D. Each party shall be responsible for its own costs and attorney's fees incurred in connection with this Agreement. If any legal action or other proceeding, including an action for declaratory relief, is brought to enforce this Agreement because of an alleged breach or default in connection with this Agreement, the prevailing party shall be entitled to the recovery of reasonable attorneys' fees and other costs of such legal action or other proceeding, in addition to any other relief to which such party may be entitled.
- E. City may, upon notice of vendor and without liability to City, cancel this contract and any outstanding deliveries hereunder,
 - 1. As to products of vendor not then shipped, at any time prior to shipment, or
 - 2. If (i) a receiver or trustee is appointed to take possession of all or substantially all of vendor's assets, (ii) vendor makes a general assignment for the benefit of creditors, or (iii) any action or proceeding is commenced by or against vendor under any insolvency or bankruptcy act,

or under any other statute or regulation having as its purpose the protection of creditors, or (iv) vendor becomes insolvent or commits an act of bankruptcy. If an event described in (2) of this section occurs. City may at City's sole election pay vendor its actual out-of-pocket costs to date of cancellation, as approved by City, in which event the goods shall be the property of City and vendor shall safely hold the same subject to receipt of City's shipping instructions.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by City.

VENDOR: (Insert Name) (Must be signed by two officers of the corporation, one of which is the Financial Officer)

Date:

Tax ID No.:

(Signature)

(Signature)

(Print Name)

(Print Name)

(Title)

(Title)

CITY OF GROVELAND, a municipal corporation:

Redmond Jones, City Manager

Date: _

ATTEST:

FUNDING AVAILABLE:

Teresa Maxwell, City Clerk

Gwen Walker, Finance Director

ORIGINAL APPROVED AS TO CONTENT:

ORIGINAL APPROVED AS TO FORM:

Anita Geraci-Carver, Esquire, City Attorney



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: June 20, 2016

ITEM NUMBER: 7

AGENDA ITEM: **Rockers Lockers – Site Plan Approval**

CITY GOAL: Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.

PREPARED BY: Ken Comia, City Planner

DATE: June 10, 2016

BACKGROUND:

The Rocker Family Trust had submitted to the City for review a site plan that incorporated Lots 3, 4 and 5 of the Green Valley Commons Plat. Instead of six separate processes for each individual lot, which includes a construction plan review before any building plan review could occur, the developer had to combine all lots into one legal lot creating a more efficient review process. After Council approval, the Rocker Family Trust will present engineering plans for City approval.

The Rocker Family Trust is proposing a series of 13 buildings of various sizes within the commercial PUD. The PUD is located directly north of State Road 50, south of Magnificent Lane and the Green Valley Townhomes subdivision and west of Green Valley Boulevard.

The Property consists of +/- 7.39 acres and is currently zoned Commercial PUD, with a Future Land Use designation of Commercial. The property owner seeks Site Plan approval.

The building elevations and the landscaping plan are in compliance with orientation, design standards, and the landscaping code.

STAFF RECOMMENDATION: Staff seeks direction from the City Council

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

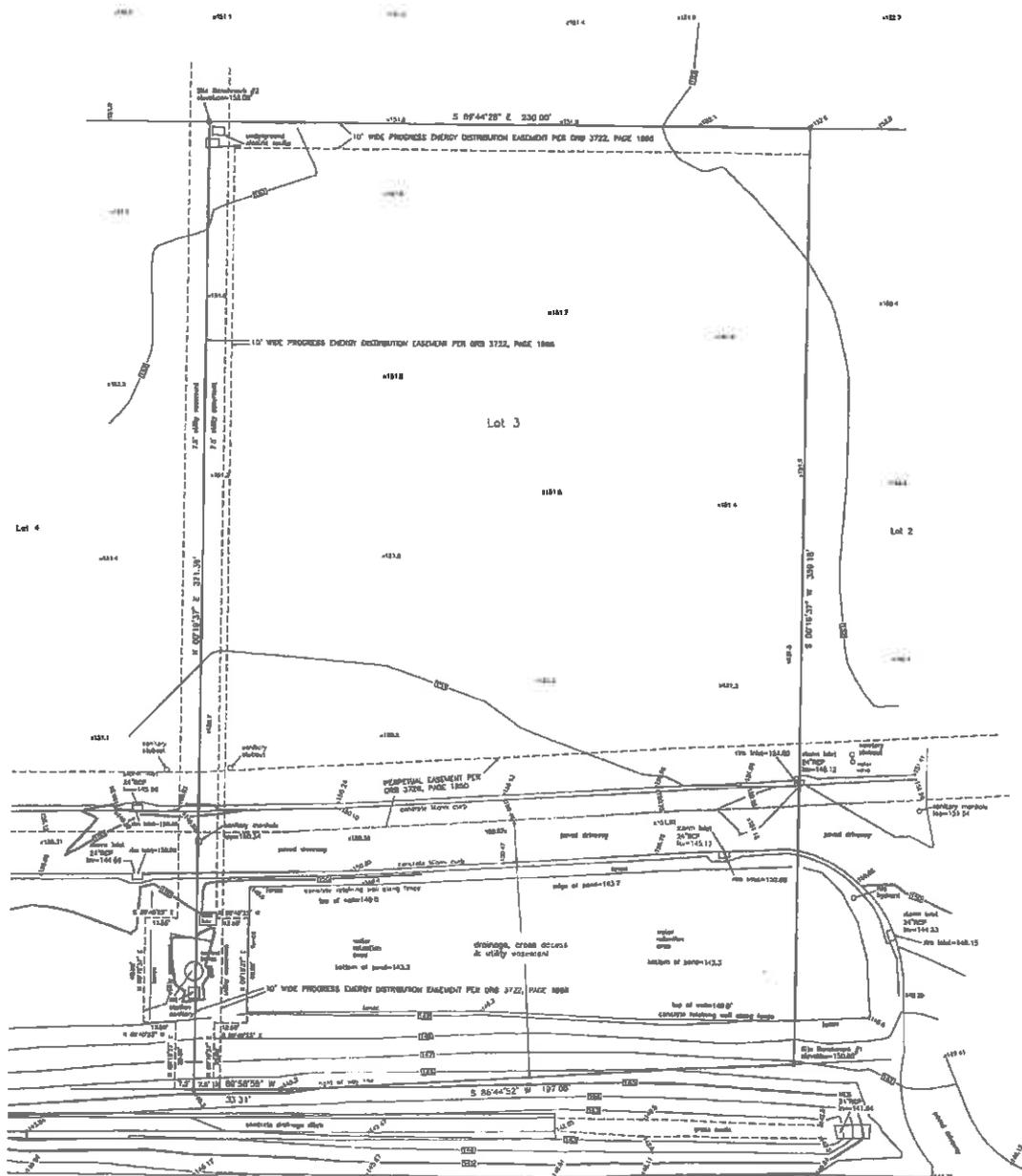
SECOND BY:

"The city with a future, watch us grow!"

Map of Boundary & Topographic Survey

Description:
 Lot 3, GREEN VALLEY COMMONS,
 according to the plot thereof, as recorded in
 Plat Book 52, Pages 85-86,
 Public Records of Lake County, Florida.

Notes:
 -Bearings based on the North line of Lot 3
 as being S 89°44'28" E, an assumed meridian
 -Legal description prepared by client
 -This government by Vendor Land Title Insurance Company
 File No 15-294 issued 11/28/15 was provided for this Survey.
 -No adjacent or underground improvements,
 other than those shown, located this date.
 -Subject property contains 1.833 acres, more or less.
 -Caveatons based on original project datum (NAD 1983 datum).



State Road No. 50

LEGEND:

- Denotes found 1/2" iron rod
- Denotes not 1/2" iron rod & cap marked "LB 8980"

Surveyor's Certification
 I hereby certify to the Rucker Family Trust
 that this Map of Boundary & Topographic Survey
 meets the Standards of Practice for surveys as set
 forth in Chapter 53-17 Florida Administrative Code,
 pursuant to Section 472.027, Florida Statutes.

01/26/15

JEFFREY F. RHODEN PSM #5322
 STATE OF FLORIDA
 UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL
 RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND
 MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL
 PURPOSES ONLY AND IS NOT VALID

Underpinning

I hereby declare that based on my
 examination of the Flood Insurance Rate
 Map number 12099C 0563 E dated Dec 18,
 2012, and that to the best of my knowledge,
 belief and my professional opinion that the
 subject property lies within flood zone X.

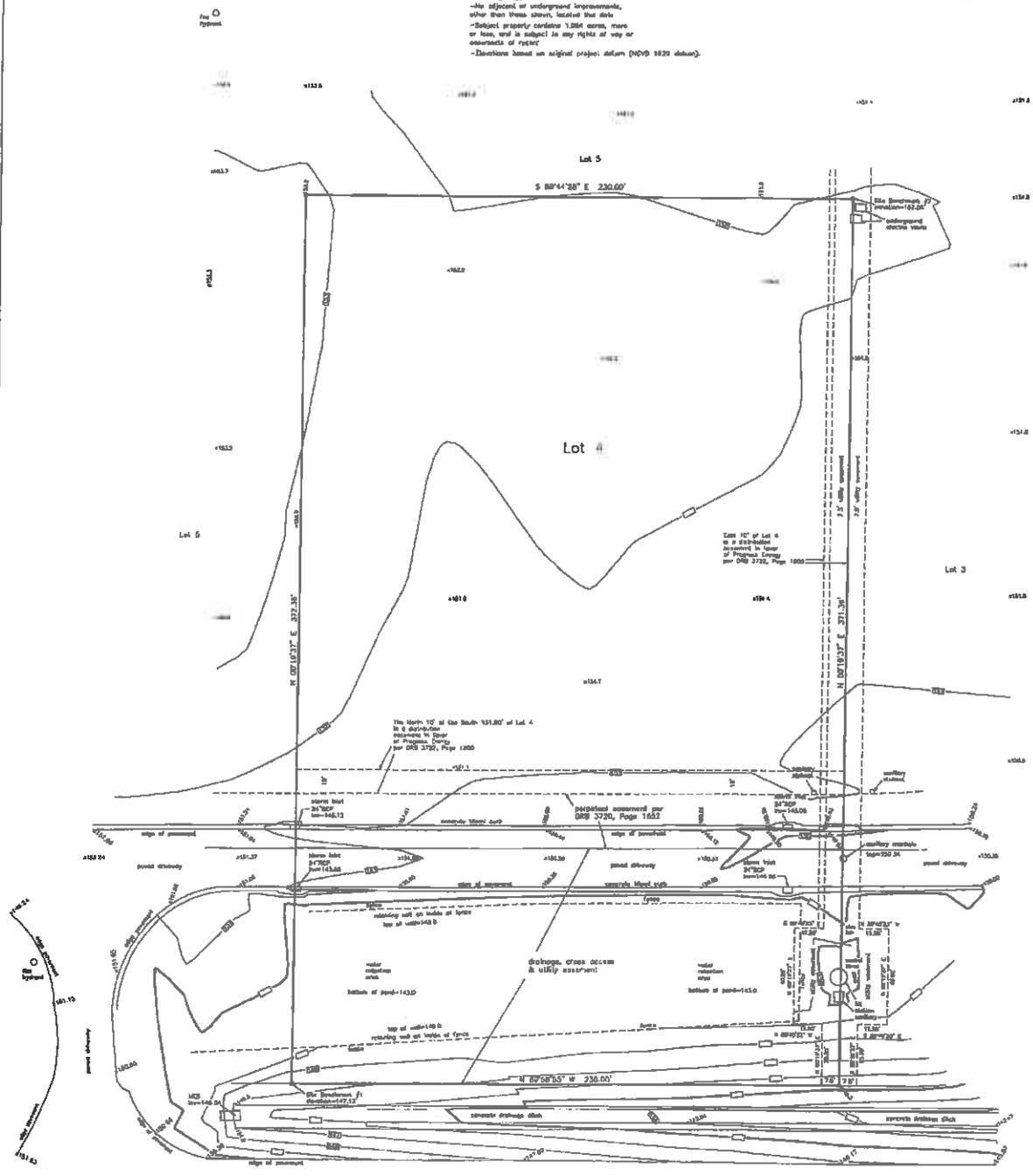
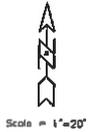
01/20/15 updated Survey with new title commitment by Vendor
 01/20/15 received title commitment, and prepared easement & Plat C record.
 01/28/15 updated platons datum to original project datum.

Field Date 12/23/14	Prepared for: Rucker Family Trust	03075.055
Drawn by: JPR	Rhodes Land Surveying, Inc. 18 8980 420 E. Minnehaha Ave. Clermont, FL 34711 352-394-6255	
Scale: 1"=20'		

Map of Boundary & Topographic Survey

Description:
 Lot 4, GREEN VALLEY COMMONS,
 according to the plot thereof, as recorded in
 Plat Book 52, Pages 85-86,
 Public Records of Lake County, Florida

- Notes**
- Bearings based on the North line of Lot 4 as fixed S 89°44'28" E, an assumed meridian
 - Lot description supplied by deed
 - This measurement by Greater Land Title Insurance Company the Nov. 18th 1994 dated 11/20/10 was provided for this Survey.
 - No adjacent or underground improvements, other than those shown, located that date
 - Subject property contains 1.064 acres, more or less, and is subject to any rights of way or easements of record
 - Elevations based on original project datum (NOVD 8520 datum).



State Road No. 50

Surveyor's Declaration
 I hereby certify to the Racker Family Trust that this Map of Boundary & Topographic Survey meets the Standards of Practice for surveys as set forth in Chapter 5J-17 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

JEFFREY P. RHOODEN PSM #5322
 STATE OF FLORIDA
 UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

Lake County
 I hereby declare that based on my examination of the Flood Insurance Rate Map number 120590 0535 E dated Dec. 18, 2012, and that to the best of my knowledge, belief and my professional opinion that the subject property lies within flood zone X.

- LEGEND:**
- Denotes found 1/2" iron rod
 - Denotes set 1/2" iron rod & cap marked "LB 6980"

81/70715 updated survey with title amendments
 91/20715 plotted situation return to original project datum.

Field Date 12/23/14	Prepared for: Racker Family Trust	02075.054
Drawn by: JPR	Rhodes Land Surveying, Inc. LB 6980 430 E. Wilmetha Ave Clermont, FL 34711 352-364-8256	
Scale: 1"=20'		



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: June 20, 2016

ITEM NUMBER: 8

AGENDA ITEM: Trilogy Phase 5 – Final Plat Approval

CITY GOAL: Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.

PREPARED BY: Ken Comia, City Planner

DATE: June 10, 2016

BACKGROUND:

The Property consists of 137.03 acres and has a zoning designation of PUD.

The Property has a Future Land Use designation of Single Family Medium Density. The property owner seeks final plat approval. The owner has approved Construction Plans for this phase.

The plat provides for the following:

- 220 Lots
- Minimum lot size is none. Minimum lot width is 30 feet.
- Setbacks which are consistent with the zoning designation are as follows:

<i>Front</i>	10 feet	Any part of the structure (including but not limited to dwelling, storage, side loading garage, porches, but excluding front loading garage)
	20 feet	Front loading garage
<i>Side</i>	Between 0 and 5 feet dependent on lot width	
<i>Street side</i>	10 feet	
<i>Rear</i>	10 feet	

STAFF RECOMMENDATION: Approve the motion

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

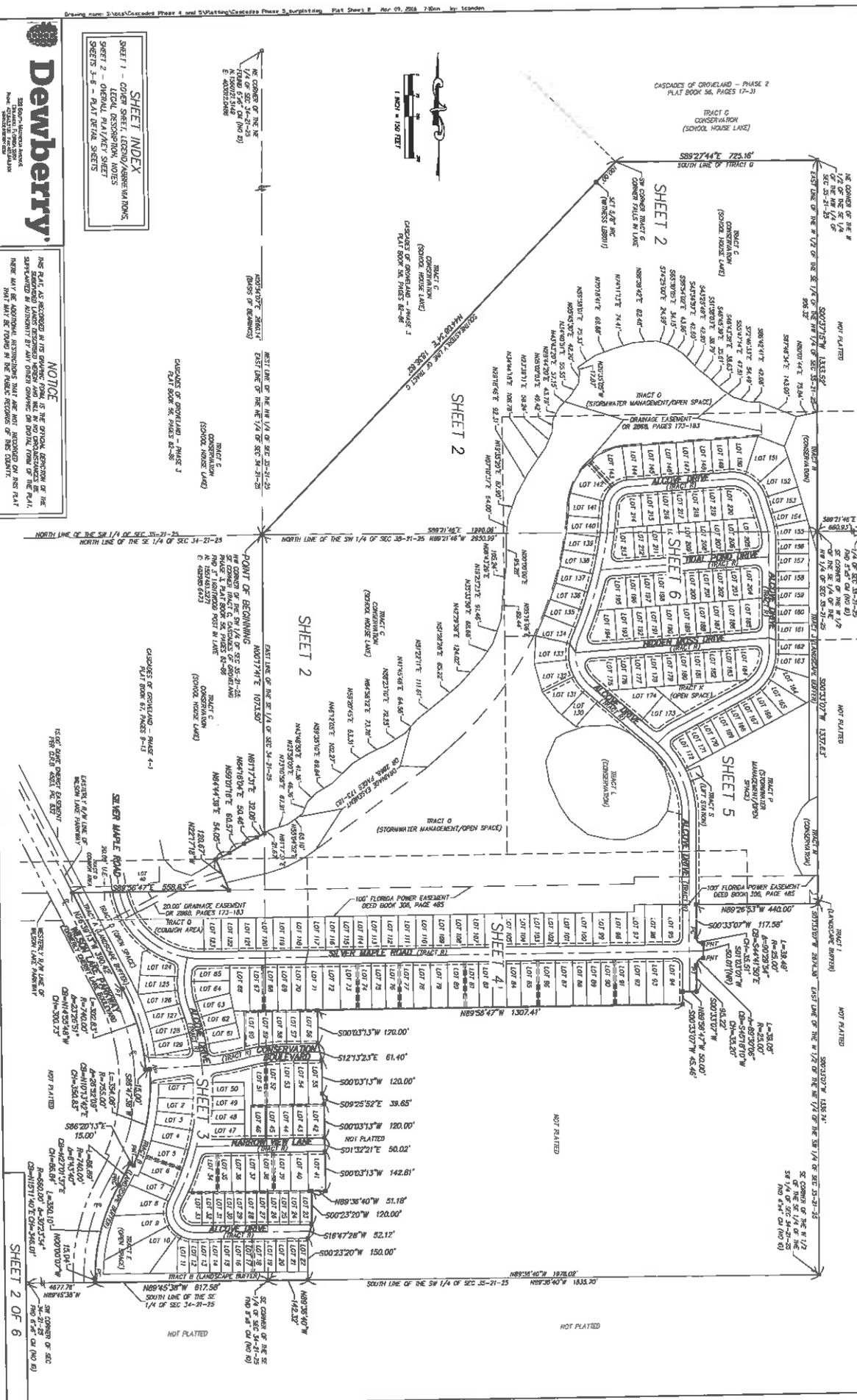
SECOND BY:

"The city with a future, watch us grow!"

CASCADES OF GROVELAND - PHASE 5

A PORTION OF THE EAST 1/2 OF SECTION 34, TOWNSHIP 21 SOUTH, RANGE 25 EAST AND A PORTION OF THE WEST 1/2 OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 25 EAST,
CITY OF GROVELAND, LAKE COUNTY, FLORIDA

PLAT BOOK: PAGE:



SHEET INDEX
 SHEET 1 - COVER SHEET, LEGEND, ABBREVIATIONS,
 LEGAL DESCRIPTION, NOTES
 SHEET 2 - OVERALL PLAT/SHEET INDEX
 SHEETS 3-6 - PLAT AREA SHEETS

NOTICE
 THIS PLAT, AS RECORDED IN THE PUBLIC RECORDS OF THE
 COUNTY OF LAKE COUNTY, FLORIDA, IS THE OFFICIAL RECORD OF THE
 SURVEY. ANY ADDITIONAL INSTRUMENTS THAT ARE NOT RECORDED IN THE PUBLIC
 RECORDS OF THE COUNTY OF LAKE COUNTY, FLORIDA, SHALL BE VOID AND OF NO EFFECT.

NOTICE
 THIS PLAT, AS RECORDED IN THE PUBLIC RECORDS OF THE
 COUNTY OF LAKE COUNTY, FLORIDA, IS THE OFFICIAL RECORD OF THE
 SURVEY. ANY ADDITIONAL INSTRUMENTS THAT ARE NOT RECORDED IN THE PUBLIC
 RECORDS OF THE COUNTY OF LAKE COUNTY, FLORIDA, SHALL BE VOID AND OF NO EFFECT.

SHEET 2 OF 6

CASCADES OF GROVELAND - PHASE 5
 A PORTION OF THE EAST 1/2 OF SECTION 34, TOWNSHIP 28 SOUTH, RANGE 25 EAST AND A PORTION OF THE WEST 1/2 OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 25 EAST,
 CITY OF GROVELAND, LAKE COUNTY, FLORIDA

PLAT BOOK: PAGE:

TRACT	LENGTH	WIDTH	AREA	OWNER	REMARKS
C1	62.00'	76.00'	4712.00'	62.00'	62.00'
C2	62.00'	76.00'	4712.00'	62.00'	62.00'
C3	62.00'	76.00'	4712.00'	62.00'	62.00'
C4	62.00'	76.00'	4712.00'	62.00'	62.00'
C5	62.00'	76.00'	4712.00'	62.00'	62.00'
C6	62.00'	76.00'	4712.00'	62.00'	62.00'
C7	62.00'	76.00'	4712.00'	62.00'	62.00'
C8	62.00'	76.00'	4712.00'	62.00'	62.00'
C9	62.00'	76.00'	4712.00'	62.00'	62.00'
C10	62.00'	76.00'	4712.00'	62.00'	62.00'
C11	62.00'	76.00'	4712.00'	62.00'	62.00'
C12	62.00'	76.00'	4712.00'	62.00'	62.00'
C13	62.00'	76.00'	4712.00'	62.00'	62.00'
C14	62.00'	76.00'	4712.00'	62.00'	62.00'
C15	62.00'	76.00'	4712.00'	62.00'	62.00'
C16	62.00'	76.00'	4712.00'	62.00'	62.00'
C17	62.00'	76.00'	4712.00'	62.00'	62.00'
C18	62.00'	76.00'	4712.00'	62.00'	62.00'
C19	62.00'	76.00'	4712.00'	62.00'	62.00'
C20	62.00'	76.00'	4712.00'	62.00'	62.00'
C21	62.00'	76.00'	4712.00'	62.00'	62.00'
C22	62.00'	76.00'	4712.00'	62.00'	62.00'
C23	62.00'	76.00'	4712.00'	62.00'	62.00'
C24	62.00'	76.00'	4712.00'	62.00'	62.00'
C25	62.00'	76.00'	4712.00'	62.00'	62.00'
C26	62.00'	76.00'	4712.00'	62.00'	62.00'
C27	62.00'	76.00'	4712.00'	62.00'	62.00'
C28	62.00'	76.00'	4712.00'	62.00'	62.00'
C29	62.00'	76.00'	4712.00'	62.00'	62.00'
C30	62.00'	76.00'	4712.00'	62.00'	62.00'
C31	62.00'	76.00'	4712.00'	62.00'	62.00'
C32	62.00'	76.00'	4712.00'	62.00'	62.00'
C33	62.00'	76.00'	4712.00'	62.00'	62.00'
C34	62.00'	76.00'	4712.00'	62.00'	62.00'
C35	62.00'	76.00'	4712.00'	62.00'	62.00'
C36	62.00'	76.00'	4712.00'	62.00'	62.00'
C37	62.00'	76.00'	4712.00'	62.00'	62.00'
C38	62.00'	76.00'	4712.00'	62.00'	62.00'
C39	62.00'	76.00'	4712.00'	62.00'	62.00'
C40	62.00'	76.00'	4712.00'	62.00'	62.00'
C41	62.00'	76.00'	4712.00'	62.00'	62.00'
C42	62.00'	76.00'	4712.00'	62.00'	62.00'
C43	62.00'	76.00'	4712.00'	62.00'	62.00'
C44	62.00'	76.00'	4712.00'	62.00'	62.00'
C45	62.00'	76.00'	4712.00'	62.00'	62.00'
C46	62.00'	76.00'	4712.00'	62.00'	62.00'
C47	62.00'	76.00'	4712.00'	62.00'	62.00'
C48	62.00'	76.00'	4712.00'	62.00'	62.00'
C49	62.00'	76.00'	4712.00'	62.00'	62.00'
C50	62.00'	76.00'	4712.00'	62.00'	62.00'
C51	62.00'	76.00'	4712.00'	62.00'	62.00'
C52	62.00'	76.00'	4712.00'	62.00'	62.00'
C53	62.00'	76.00'	4712.00'	62.00'	62.00'
C54	62.00'	76.00'	4712.00'	62.00'	62.00'
C55	62.00'	76.00'	4712.00'	62.00'	62.00'
C56	62.00'	76.00'	4712.00'	62.00'	62.00'
C57	62.00'	76.00'	4712.00'	62.00'	62.00'
C58	62.00'	76.00'	4712.00'	62.00'	62.00'
C59	62.00'	76.00'	4712.00'	62.00'	62.00'
C60	62.00'	76.00'	4712.00'	62.00'	62.00'
C61	62.00'	76.00'	4712.00'	62.00'	62.00'
C62	62.00'	76.00'	4712.00'	62.00'	62.00'
C63	62.00'	76.00'	4712.00'	62.00'	62.00'
C64	62.00'	76.00'	4712.00'	62.00'	62.00'
C65	62.00'	76.00'	4712.00'	62.00'	62.00'
C66	62.00'	76.00'	4712.00'	62.00'	62.00'
C67	62.00'	76.00'	4712.00'	62.00'	62.00'
C68	62.00'	76.00'	4712.00'	62.00'	62.00'
C69	62.00'	76.00'	4712.00'	62.00'	62.00'
C70	62.00'	76.00'	4712.00'	62.00'	62.00'
C71	62.00'	76.00'	4712.00'	62.00'	62.00'
C72	62.00'	76.00'	4712.00'	62.00'	62.00'
C73	62.00'	76.00'	4712.00'	62.00'	62.00'
C74	62.00'	76.00'	4712.00'	62.00'	62.00'
C75	62.00'	76.00'	4712.00'	62.00'	62.00'
C76	62.00'	76.00'	4712.00'	62.00'	62.00'
C77	62.00'	76.00'	4712.00'	62.00'	62.00'
C78	62.00'	76.00'	4712.00'	62.00'	62.00'
C79	62.00'	76.00'	4712.00'	62.00'	62.00'
C80	62.00'	76.00'	4712.00'	62.00'	62.00'
C81	62.00'	76.00'	4712.00'	62.00'	62.00'
C82	62.00'	76.00'	4712.00'	62.00'	62.00'
C83	62.00'	76.00'	4712.00'	62.00'	62.00'
C84	62.00'	76.00'	4712.00'	62.00'	62.00'
C85	62.00'	76.00'	4712.00'	62.00'	62.00'
C86	62.00'	76.00'	4712.00'	62.00'	62.00'
C87	62.00'	76.00'	4712.00'	62.00'	62.00'
C88	62.00'	76.00'	4712.00'	62.00'	62.00'
C89	62.00'	76.00'	4712.00'	62.00'	62.00'
C90	62.00'	76.00'	4712.00'	62.00'	62.00'
C91	62.00'	76.00'	4712.00'	62.00'	62.00'
C92	62.00'	76.00'	4712.00'	62.00'	62.00'
C93	62.00'	76.00'	4712.00'	62.00'	62.00'
C94	62.00'	76.00'	4712.00'	62.00'	62.00'
C95	62.00'	76.00'	4712.00'	62.00'	62.00'
C96	62.00'	76.00'	4712.00'	62.00'	62.00'
C97	62.00'	76.00'	4712.00'	62.00'	62.00'
C98	62.00'	76.00'	4712.00'	62.00'	62.00'
C99	62.00'	76.00'	4712.00'	62.00'	62.00'
C100	62.00'	76.00'	4712.00'	62.00'	62.00'



NOTICE
 THIS PLAN, AS RECORDED IN THE PUBLIC RECORDS OF THE CITY OF GROVELAND, FLORIDA, IS THE PROPERTY OF THE CITY OF GROVELAND, FLORIDA. IT IS HEREBY ADVISED THAT ANY PERSON WHO REPRODUCES OR TRANSMITS THIS PLAN IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE CITY OF GROVELAND, FLORIDA, IS IN VIOLATION OF THE CITY OF GROVELAND, FLORIDA, ORDINANCES AND IS SUBJECT TO THE PENALTIES THEREOF.

TRACT	LENGTH	WIDTH	AREA	OWNER	REMARKS
C101	62.00'	76.00'	4712.00'	62.00'	62.00'
C102	62.00'	76.00'	4712.00'	62.00'	62.00'
C103	62.00'	76.00'	4712.00'	62.00'	62.00'
C104	62.00'	76.00'	4712.00'	62.00'	62.00'
C105	62.00'	76.00'	4712.00'	62.00'	62.00'
C106	62.00'	76.00'	4712.00'	62.00'	62.00'
C107	62.00'	76.00'	4712.00'	62.00'	62.00'
C108	62.00'	76.00'	4712.00'	62.00'	62.00'
C109	62.00'	76.00'	4712.00'	62.00'	62.00'
C110	62.00'	76.00'	4712.00'	62.00'	62.00'
C111	62.00'	76.00'	4712.00'	62.00'	62.00'
C112	62.00'	76.00'	4712.00'	62.00'	62.00'
C113	62.00'	76.00'	4712.00'	62.00'	62.00'
C114	62.00'	76.00'	4712.00'	62.00'	62.00'
C115	62.00'	76.00'	4712.00'	62.00'	62.00'
C116	62.00'	76.00'	4712.00'	62.00'	62.00'
C117	62.00'	76.00'	4712.00'	62.00'	62.00'
C118	62.00'	76.00'	4712.00'	62.00'	62.00'
C119	62.00'	76.00'	4712.00'	62.00'	62.00'
C120	62.00'	76.00'	4712.00'	62.00'	62.00'
C121	62.00'	76.00'	4712.00'	62.00'	62.00'
C122	62.00'	76.00'	4712.00'	62.00'	62.00'
C123	62.00'	76.00'	4712.00'	62.00'	62.00'
C124	62.00'	76.00'	4712.00'	62.00'	62.00'
C125	62.00'	76.00'	4712.00'	62.00'	62.00'
C126	62.00'	76.00'	4712.00'	62.00'	62.00'
C127	62.00'	76.00'	4712.00'	62.00'	62.00'
C128	62.00'	76.00'	4712.00'	62.00'	62.00'
C129	62.00'	76.00'	4712.00'	62.00'	62.00'
C130	62.00'	76.00'	4712.00'	62.00'	62.00'
C131	62.00'	76.00'	4712.00'	62.00'	62.00'
C132	62.00'	76.00'	4712.00'	62.00'	62.00'
C133	62.00'	76.00'	4712.00'	62.00'	62.00'
C134	62.00'	76.00'	4712.00'	62.00'	62.00'
C135	62.00'	76.00'	4712.00'	62.00'	62.00'
C136	62.00'	76.00'	4712.00'	62.00'	62.00'
C137	62.00'	76.00'	4712.00'	62.00'	62.00'
C138	62.00'	76.00'	4712.00'	62.00'	62.00'
C139	62.00'	76.00'	4712.00'	62.00'	62.00'
C140	62.00'	76.00'	4712.00'	62.00'	62.00'
C141	62.00'	76.00'	4712.00'	62.00'	62.00'
C142	62.00'	76.00'	4712.00'	62.00'	62.00'
C143	62.00'	76.00'	4712.00'	62.00'	62.00'
C144	62.00'	76.00'	4712.00'	62.00'	62.00'
C145	62.00'	76.00'	4712.00'	62.00'	62.00'
C146	62.00'	76.00'	4712.00'	62.00'	62.00'
C147	62.00'	76.00'	4712.00'	62.00'	62.00'
C148	62.00'	76.00'	4712.00'	62.00'	62.00'
C149	62.00'	76.00'	4712.00'	62.00'	62.00'
C150	62.00'	76.00'	4712.00'	62.00'	62.00'

SHEET 3 OF 6

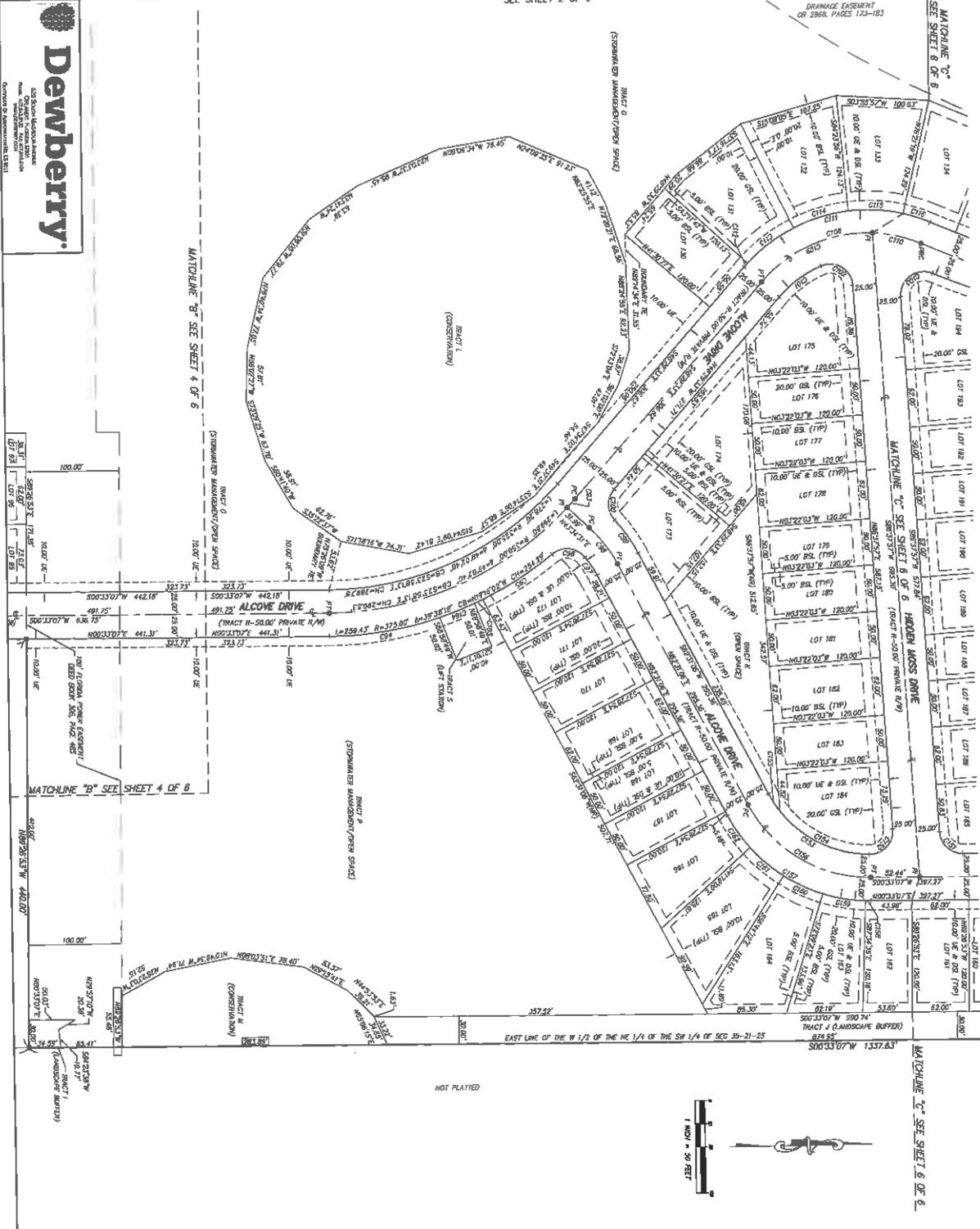
SHEET INDEX
 SHEET 1 - COVER SHEET, PROPERTY MAPS
 SHEET 2 - ORIGINAL PLAT/SHEET
 SHEETS 3-6 - PLAT DETAIL SHEETS



Drawn from: S:\Cascades Phase 4 and B\Planning\Cascades Phase 5, sub\Planning - Plat Sheet 5 - Rev 09_0516_2108.dwg By: kscandm

SEE SHEET 2 OF 6

CASCADES OF GROVELAND - PHASE 5
 A PORTION OF THE EAST 1/2 OF SECTION 34, TOWNSHIP 21 SOUTH, RANGE 25 EAST AND A PORTION OF THE WEST 1/2 OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 25 EAST,
 CITY OF GROVELAND, LAKE COUNTY, FLORIDA



PLAT BOOK: PAGE:

OWNER	LOT	AREA	OWNER	REMARKS
C001	124.00	2,500.00	214504	124.00
C002	125.00	2,500.00	124.00	124.00
C003	126.00	2,500.00	124.00	124.00
C004	127.00	2,500.00	124.00	124.00
C005	128.00	2,500.00	124.00	124.00
C006	129.00	2,500.00	124.00	124.00
C007	130.00	2,500.00	124.00	124.00
C008	131.00	2,500.00	124.00	124.00
C009	132.00	2,500.00	124.00	124.00
C010	133.00	2,500.00	124.00	124.00
C011	134.00	2,500.00	124.00	124.00
C012	135.00	2,500.00	124.00	124.00
C013	136.00	2,500.00	124.00	124.00
C014	137.00	2,500.00	124.00	124.00
C015	138.00	2,500.00	124.00	124.00
C016	139.00	2,500.00	124.00	124.00
C017	140.00	2,500.00	124.00	124.00
C018	141.00	2,500.00	124.00	124.00
C019	142.00	2,500.00	124.00	124.00
C020	143.00	2,500.00	124.00	124.00
C021	144.00	2,500.00	124.00	124.00
C022	145.00	2,500.00	124.00	124.00
C023	146.00	2,500.00	124.00	124.00
C024	147.00	2,500.00	124.00	124.00
C025	148.00	2,500.00	124.00	124.00
C026	149.00	2,500.00	124.00	124.00
C027	150.00	2,500.00	124.00	124.00
C028	151.00	2,500.00	124.00	124.00
C029	152.00	2,500.00	124.00	124.00
C030	153.00	2,500.00	124.00	124.00
C031	154.00	2,500.00	124.00	124.00
C032	155.00	2,500.00	124.00	124.00
C033	156.00	2,500.00	124.00	124.00
C034	157.00	2,500.00	124.00	124.00
C035	158.00	2,500.00	124.00	124.00
C036	159.00	2,500.00	124.00	124.00
C037	160.00	2,500.00	124.00	124.00
C038	161.00	2,500.00	124.00	124.00
C039	162.00	2,500.00	124.00	124.00
C040	163.00	2,500.00	124.00	124.00
C041	164.00	2,500.00	124.00	124.00
C042	165.00	2,500.00	124.00	124.00
C043	166.00	2,500.00	124.00	124.00
C044	167.00	2,500.00	124.00	124.00
C045	168.00	2,500.00	124.00	124.00
C046	169.00	2,500.00	124.00	124.00
C047	170.00	2,500.00	124.00	124.00
C048	171.00	2,500.00	124.00	124.00
C049	172.00	2,500.00	124.00	124.00
C050	173.00	2,500.00	124.00	124.00
C051	174.00	2,500.00	124.00	124.00
C052	175.00	2,500.00	124.00	124.00
C053	176.00	2,500.00	124.00	124.00
C054	177.00	2,500.00	124.00	124.00
C055	178.00	2,500.00	124.00	124.00
C056	179.00	2,500.00	124.00	124.00
C057	180.00	2,500.00	124.00	124.00
C058	181.00	2,500.00	124.00	124.00
C059	182.00	2,500.00	124.00	124.00
C060	183.00	2,500.00	124.00	124.00
C061	184.00	2,500.00	124.00	124.00
C062	185.00	2,500.00	124.00	124.00
C063	186.00	2,500.00	124.00	124.00
C064	187.00	2,500.00	124.00	124.00
C065	188.00	2,500.00	124.00	124.00
C066	189.00	2,500.00	124.00	124.00
C067	190.00	2,500.00	124.00	124.00
C068	191.00	2,500.00	124.00	124.00
C069	192.00	2,500.00	124.00	124.00
C070	193.00	2,500.00	124.00	124.00
C071	194.00	2,500.00	124.00	124.00
C072	195.00	2,500.00	124.00	124.00
C073	196.00	2,500.00	124.00	124.00
C074	197.00	2,500.00	124.00	124.00
C075	198.00	2,500.00	124.00	124.00
C076	199.00	2,500.00	124.00	124.00
C077	200.00	2,500.00	124.00	124.00

NOTICE
 THIS PLAT IS THE RESULT OF AN AUTOMATIC PROCESSING OF THE ORIGINAL RECORDS OF THE COUNTY OF LAKE COUNTY, FLORIDA. THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF THE COUNTY OF LAKE COUNTY, FLORIDA. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN PERMISSION OF THE COUNTY OF LAKE COUNTY, FLORIDA.

SHEET INDEX
 SHEET 1 - COVER SHEET, LEGEND, ABSTRACTS
 SHEET 2 - OVERALL PLAT/KEY SHEET
 SHEETS 3-6 - PAVEMENT SHEETS

SHEET 5 OF 6

SHEET INDEX

SHEET 1 - COVER SHEET, LEGEND/ABBREVIATIONS
 SHEET 2 - DEDICATED RIGHTS
 SHEETS 3-6 - PLAT DETAIL SHEETS

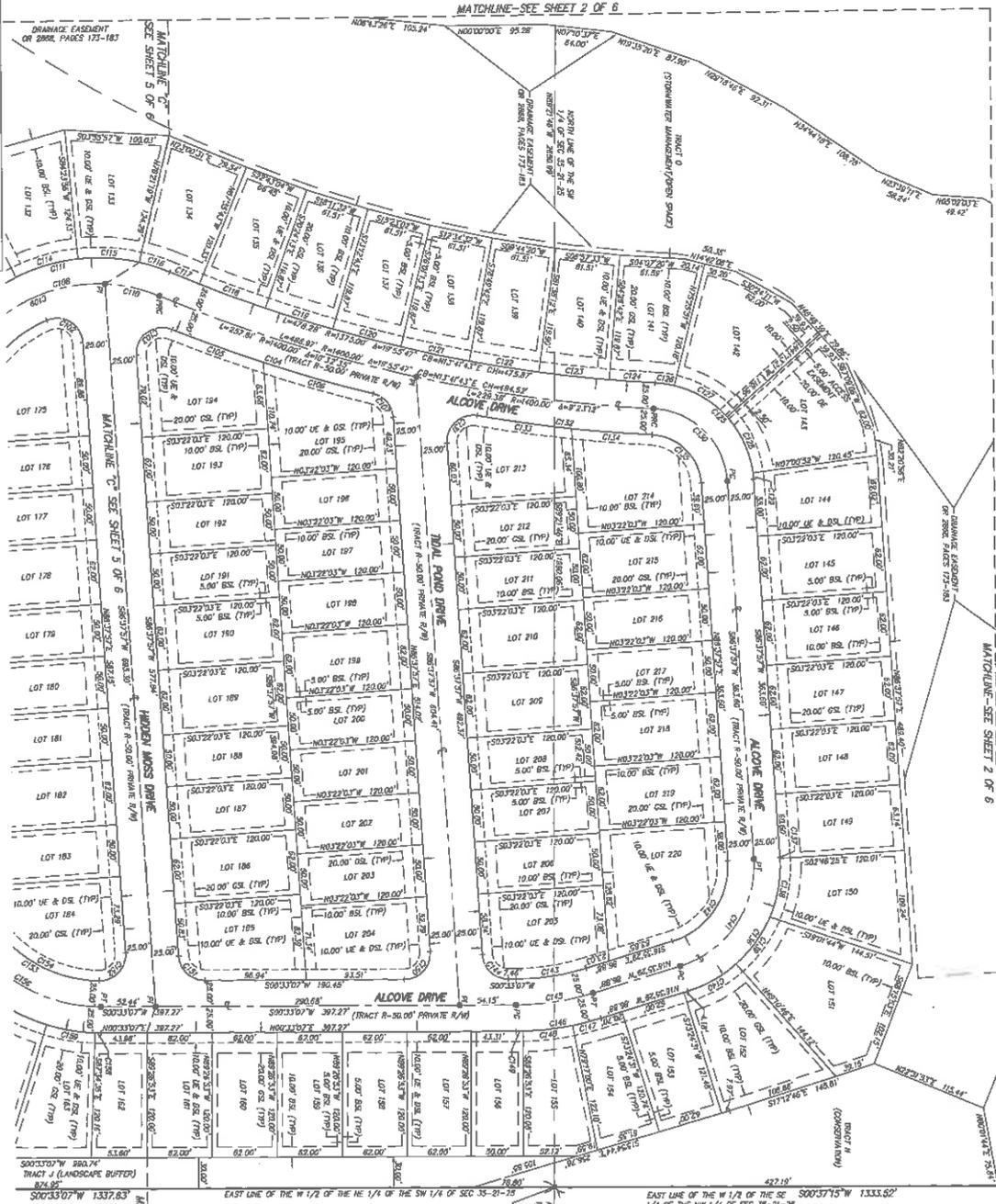
Dewberry

500 COMMERCIAL AVENUE
 SUITE 200
 TAMPA, FLORIDA 33601
 TEL: 813.251.1100
 WWW.DEBERRY.COM

Copyright © 2015 Dewberry & Davis

CDME	LINE	COORD	DELTA	COORD	BEARING
C001	42.81'	25.00'	109.9331'	42.81'	S21°17'11"W
C002	30.05'	25.00'	110.9117'	42.81'	S27°53'36"E
C003	30.05'	25.00'	110.9117'	42.81'	S27°53'36"E
C004	30.05'	25.00'	110.9117'	42.81'	S27°53'36"E
C005	30.05'	25.00'	110.9117'	42.81'	S27°53'36"E
C006	108.45'	142.00'	47.9412'	108.45'	N49°25'58"W
C007	31.42'	25.00'	72.9222'	25.43'	S25°25'58"W
C008	108.45'	150.00'	72.9190'	128.88'	S22°34'42"E
C009	133.40'	150.00'	57.9102'	139.31'	S22°34'42"E
C010	31.42'	150.00'	20.9102'	51.31'	S12°20'32"E
C011	230.31'	75.00'	22.9102'	208.31'	S72°34'36"E
C012	230.31'	75.00'	20.9102'	62.30'	S19°20'32"E
C013	90.18'	75.00'	19.9442'	38.51'	S20°10'10"W
C014	30.99'	75.00'	10.9355'	51.9230'	S12°20'32"E
C015	24.61'	125.00'	7.9114'	24.43'	N42°33'44"E
C016	24.61'	125.00'	7.9114'	24.43'	N42°33'44"E
C017	24.61'	125.00'	7.9114'	24.43'	N42°33'44"E
C018	62.30'	125.00'	2.9430'	61.30'	N41°11'32"E
C019	62.30'	125.00'	2.9430'	61.30'	N41°11'32"E
C020	62.30'	125.00'	2.9430'	61.30'	N41°11'32"E
C021	62.30'	125.00'	2.9430'	61.30'	N41°11'32"E
C022	62.30'	125.00'	2.9430'	61.30'	N41°11'32"E
C023	62.30'	125.00'	2.9430'	61.30'	N41°11'32"E
C024	42.78'	125.00'	2.9430'	61.30'	N41°11'32"E
C025	42.78'	125.00'	2.9430'	61.30'	N41°11'32"E
C026	42.78'	125.00'	2.9430'	61.30'	N41°11'32"E
C027	42.78'	125.00'	2.9430'	61.30'	N41°11'32"E
C028	114.89'	100.00'	62.5402'	133.40'	S21°02'34"W
C029	114.89'	100.00'	62.5402'	133.40'	S21°02'34"W
C030	114.89'	100.00'	62.5402'	133.40'	S21°02'34"W
C031	114.89'	100.00'	62.5402'	133.40'	S21°02'34"W
C032	114.89'	100.00'	62.5402'	133.40'	S21°02'34"W
C033	114.89'	100.00'	62.5402'	133.40'	S21°02'34"W
C034	114.89'	100.00'	62.5402'	133.40'	S21°02'34"W
C035	114.89'	100.00'	62.5402'	133.40'	S21°02'34"W
C036	114.89'	100.00'	62.5402'	133.40'	S21°02'34"W
C037	114.89'	100.00'	62.5402'	133.40'	S21°02'34"W
C038	114.89'	100.00'	62.5402'	133.40'	S21°02'34"W
C039	114.89'	100.00'	62.5402'	133.40'	S21°02'34"W
C040	114.89'	100.00'	62.5402'	133.40'	S21°02'34"W
C041	114.89'	100.00'	62.5402'	133.40'	S21°02'34"W
C042	114.89'	100.00'	62.5402'	133.40'	S21°02'34"W
C043	114.89'	100.00'	62.5402'	133.40'	S21°02'34"W
C044	114.89'	100.00'	62.5402'	133.40'	S21°02'34"W
C045	114.89'	100.00'	62.5402'	133.40'	S21°02'34"W
C046	114.89'	100.00'	62.5402'	133.40'	S21°02'34"W
C047	114.89'	100.00'	62.5402'	133.40'	S21°02'34"W
C048	114.89'	100.00'	62.5402'	133.40'	S21°02'34"W
C049	114.89'	100.00'	62.5402'	133.40'	S21°02'34"W
C050	114.89'	100.00'	62.5402'	133.40'	S21°02'34"W
C051	114.89'	100.00'	62.5402'	133.40'	S21°02'34"W
C052	114.89'	100.00'	62.5402'	133.40'	S21°02'34"W
C053	114.89'	100.00'	62.5402'	133.40'	S21°02'34"W
C054	114.89'	100.00'	62.5402'	133.40'	S21°02'34"W
C055	114.89'	100.00'	62.5402'	133.40'	S21°02'34"W
C056	114.89'	100.00'	62.5402'	133.40'	S21°02'34"W
C057	114.89'	100.00'	62.5402'	133.40'	S21°02'34"W
C058	114.89'	100.00'	62.5402'	133.40'	S21°02'34"W
C059	114.89'	100.00'	62.5402'	133.40'	S21°02'34"W
C060	114.89'	100.00'	62.5402'	133.40'	S21°02'34"W

CASCADES OF GROVELAND - PHASE 5
 A PORTION OF THE EAST 1/2 OF SECTION 34, TOWNSHIP 21 SOUTH, RANGE 25 EAST,
 CITY OF GROVELAND, LAKE COUNTY, FLORIDA



NOTICE

THE PLAT AS RECORDED IN ITS ENTIRETY IS THE ORIGINAL OPERATIONAL PLAN OF THE DEVELOPER AND IS SUBJECT TO ANY AND ALL RECORDS OF THE PUBLIC RECORDS OF THIS COUNTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

PLAT BOOK: PAGE:





REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: June 20, 2016

ITEM NUMBER: 9

AGENDA ITEM: Modification Number 2 to Subgrant Agreement Between the Department of Economic Opportunity and the City of Groveland, Florida

CITY GOAL: Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.

PREPARED BY: Rodney Lucas, Acting Director

DATE: June 15, 2016

BACKGROUND:

The City of Groveland is seeking a second grant extension for the period of January 30 to July 30, 2016 to complete our Department of Economic Opportunity – Small Cities Community Development Block Grant Program. We are pleased to report staff has completed nine (9) homes and thereby satisfying the minimum commitments outlined within the city's DEO agreement.

However, in order to ensure adequate time to complete these projects, we have identified the potential need for a time extension to the city's period of agreement. This is due to multiple unanticipated delays to include applicant solicitation and eligibility reviews, preparation of comprehensive ERR site specific review packages, acceptance of project bids for award of contracts, permitting and zoning variance challenges, and unforeseen circumstances identified throughout construction. As such, we feel it necessary to request a six (6) month time extension to the period of agreement to reflect an adjusted ending date of July 30, 2016.

STAFF RECOMMENDATION: Motion to approve.

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"



**Modification Number 2 to Subgrant Agreement Between
the Department of Economic Opportunity and
the City of Groveland, Florida**

This Modification is made and entered into by and between the State of Florida, Department of Economic Opportunity, (“the Department”), and the City of Groveland, Florida, (“the Recipient”), to modify DEO Contract Number 14DB-OI-06-45-02-H10, awarded on July 31, 2013 (“the Agreement”).

WHEREAS, the Department and the Recipient entered into the Agreement, pursuant to which the Department provided a subgrant of \$650,000.00 to the Recipient under the Small Cities Community Development Block Grant (“CDBG”) Program as set forth in the Agreement;

WHEREAS, the Department and the Recipient desire to modify the Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

Reinstate the Agreement

1. The Agreement is hereby reinstated as though it had not expired.

Extend the Agreement

2. Paragraph 3, Period of Agreement is hereby revised to reflect an ending date of July 30, 2016.

Revise the Activity Work Plan

3. Attachment I, Activity Work Plan, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment I, which is attached hereto and incorporated herein by reference.

Revise the Program Budget

4. Attachment A, Program Budget, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment A, which is attached hereto and incorporated herein by reference.



Modification Number: 2

DEO Contract Number: 14DB-OI-06-45-02-H10

Recipient: City of Groveland, Florida

Page 2

Change the Participating Parties

- 5. "N/A," is removed as a Participating Party to this agreement.
- 6. "N/A" is added as a Participating Party to this agreement. A copy of the new Participating Party Agreement, containing provisions and caveats that meet or exceed the conditions agreed to in the original Participating Party Agreement, is attached.

Include an Unmet Need as Addressed in the Original Application

- 7. Attachment A, Program Budget, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment A, which is attached hereto and incorporated herein by reference.
- 8. Attachment I, Activity Work Plan, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment I, which is attached hereto and incorporated herein by reference.
- 9. A revised Project Narrative, Form G-2 from Part II of the approved CDBG Application Form, which shows the unmet need from the original application that is being included in the Subgrant Agreement listed as addressed need, is attached hereto and incorporated herein by reference.

Change the Number of Accomplishments and/or Beneficiaries

- 10. Attachment A, Program Budget, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment A, the Program Budget, which is attached hereto and incorporated herein by reference.

Reflect the Change in Agency from DCA to DEO

- 11. This modification to the Subgrant Agreement hereby replaces "Department of Community Affairs" with "Department of Economic Opportunity" where appropriate in context.

Other:

- 12. N/A



Modification to Subgrant Agreement

Modification Number: 1

DEO Contract Number: 14DB-OI-06-45-02-H10

Recipient: City of Groveland, Florida

Page 3

A *Request for Amendment*, Form SC-35, shall be included with this Modification if there is a change to the Attachment A, Program Budget, of the Subgrant Agreement; if unmet need is being included as addressed need; or if there is a change in the number of accomplishments or beneficiaries.

All provisions of the Subgrant Agreement and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the execution of this Modification by both parties.

All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set herein.

**State of Florida
Department of Economic Opportunity**

Recipient: City of Groveland, Florida

By: _____

By: _____

Name: William B. Killingsworth

Name: Tim Loucks

Title: Director
Division of Community Development

Title: Mayor, City of Groveland, Florida

Date: _____

Date: _____



Instructions for Completing the *Modification to Subgrant Agreement* Form.

1. Use the “Tab” key to move from one field to the next. “Shift Tab” lets you move backwards.
2. Type in the Modification Number in the three fields where it asks for the number.
3. Type in the Contract Number in the three fields where it asks for the number.
4. Type in the Local Government Name in the five fields where it asks for the Recipient.
5. Type in the Date and Subgrant Amount in the fields on the first page where it asks for the information.
6. Move the cursor to the appropriate box(es) to indicate the modification(s) being requested. Left “click” on the box and an “X” will appear, indicating that the section is being modified.
7. If the modification seeks to extend the end of the subgrant, type in the new date on the appropriate line.
8. If the modification makes changes to the “Participating Parties,” type in the names where indicated.
9. If the reason for the modification is not one of the eight common reasons, put an “X” in the check box before “Other” at the bottom of the second page and then tab to the form field and type in the reason. An example of an “other” modification is to bring the Subgrant Agreement under the provisions of a revised administrative rule.
10. On page 3, type in the name and title of the person authorized to sign the modification and have the person sign two copies. **The date must be hand written. (*The person signing the modification must be either the chief elected official or have signature authority by resolution of the governing board.*)**
11. Submit a minimum of two originals of the modification along with the required supporting documentation.

ATTACHMENT I – Activity Work Plan

Recipient: City of Groveland, Florida Activity: 21A, 08, and 14A Project Budget: \$650,000.00

Contract Number: 14DB-01-06-45-02-H10 Date Prepared: October 16, 2015 Modification Number: 2

Date Start (month/year)	Date End (month/year)	Describe Proposed Action to be completed by the "Date End." <i>Examples of Actions: Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, % Construction Completion (33, 66, and 100%), Complete Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, and Number of Houses Rehabilitated.</i>	# Units to be completed by "Date End"	Proposed \$\$ to be Requested by "Date End"	Proposed Administration \$\$ to be Requested by "Date End"
08/2013	10/2013	Complete 90-Day Program Condition, including but not limited to: Professional Services Procurement; Request Approval of Professional Services Procurement; Complete Environmental Review; Request the Release of Funds; and Develop/Adopt CDBG Plans, Policies, Ordinances and/or Resolutions.	-	-	\$5,000.00
11/2013	08/2014	Advertise Availability of Housing Rehabilitation Funds; and Complete Qualification and Ranking of Applications per HAP.	-	-	\$13,875.00
09/2014	04/2015	Advertise for Bids; Complete Construction Procurement Process; and Issue Notice to Proceed.	-	-	\$46,250.00
05/2015	09/2015	33% Construction Completion	3+	\$184,000.00	\$9,250.00
10/2015	02/2016	66% Construction Completion	3+	\$184,000.00	\$9,250.00
03/2016	07/2016	100% Construction Completion	3+	\$184,500.00	\$9,250.00
07/2016	07/2016	Prepare and Submit the Administrative Closeout Package	-	-	\$4,625.00

Note: More than one activity may be included per form.



Recipient: City of Groveland Amendment Request Number: 2 Date: October 16, 2015
 Contract Number: 14DB-OI-06-45-02-H10 Rule in Effect for This Grant: 73C-23, F.A.C.

Local Government Authorization: _____ Date Signed: _____
 (Authorized Signature)
 DEO Authorization: _____ Date Approved: _____

Activity Code	Activity Name	Budget Information			Activity Accomplishments		
		Original Budget	Current Budget (before this amendment)	Proposed Budget	Original Contract	Current Contract (before this amendment)	Proposed Contract
1	2	3	4	5	6	7	8
21A	Administration	\$ 97,500.00	\$ 97,500.00	\$ 97,500.00	-	-	-
08	Temporary Relocation	\$ 10,000.00	\$ 10,000.00	\$ 17,500.00	9 HH	4 HH	4 HH
14A	Housing Rehabilitation / Demolition / Replacement	\$ 542,500.00	\$ 542,500.00	\$ 535,000.00	9 HH	9 HH	9 HH
Totals		\$ 650,000.00	\$ 650,000.00	\$ 650,000.00	9 HH	9 HH	9 HH



Activity Code	Activity Name	Total Beneficiaries				Beneficiaries											
		Original #	Current #	Proposed #	Low & Moderate Income		Very Low Income		Low & Moderate Income		Very Low Income						
					Original #	Proposed #	Original #	Proposed #	Original #	Proposed #	Original %	Proposed %					
21A	Administration	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
08	Temporary Relocation	9 HH	4 HH	4 HH	9 HH	100.00	100.00	4 HH	100.00	9 HH	100.00	4 HH	100.00	9 HH	100.00	4 HH	100.00
14A	Housing Rehabilitation / Demolition / Replacement	9 HH	9 HH	9 HH	9 HH	100.00	100.00	9 HH	100.00	9 HH	100.00	9 HH	100.00	9 HH	100.00	9 HH	100.00

Original Proposed

- 20. Total # Unduplicated Beneficiaries: 2 HH 2 HH
- 21. Total # Unduplicated LMI Beneficiaries: 2 HH 2 HH
- 22. Total # Unduplicated VLI Beneficiaries: 2 HH 2 HH
- 23. Total # Unduplicated LMI Households: 2 HH 2 HH

24. Does this amendment reduce any other project funds previously committed as leverage from local or other sources? Yes No
 (If yes, you must complete and attach the *Sources and Uses of Funds* form, SC-36.)



Modification to Subgrant Agreement

**Modification Number 2 to Subgrant Agreement Between
the Department of Economic Opportunity and
the City of Groveland, Florida**

This Modification is made and entered into by and between the State of Florida, Department of Economic Opportunity, (“the Department”), and the City of Groveland, Florida, (“the Recipient”), to modify DEO Contract Number 14DB-OI-06-45-02-H10, awarded on July 31, 2013 (“the Agreement”).

WHEREAS, the Department and the Recipient entered into the Agreement, pursuant to which the Department provided a subgrant of \$650,000.00 to the Recipient under the Small Cities Community Development Block Grant (“CDBG”) Program as set forth in the Agreement;

WHEREAS, the Department and the Recipient desire to modify the Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

Reinstate the Agreement

1. The Agreement is hereby reinstated as though it had not expired.

Extend the Agreement

2. Paragraph 3, Period of Agreement is hereby revised to reflect an ending date of July 30, 2016.

Revise the Activity Work Plan

3. Attachment I, Activity Work Plan, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment I, which is attached hereto and incorporated herein by reference.

Revise the Program Budget

4. Attachment A, Program Budget, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment A, which is attached hereto and incorporated herein by reference.



Modification to Subgrant Agreement

Modification Number: 2

DEO Contract Number: 14DB-OI-06-45-02-H10

Recipient: City of Groveland, Florida

Page 2

Change the Participating Parties

5. "N/A," is removed as a Participating Party to this agreement.
6. "N/A" is added as a Participating Party to this agreement. A copy of the new Participating Party Agreement, containing provisions and caveats that meet or exceed the conditions agreed to in the original Participating Party Agreement, is attached.

Include an Unmet Need as Addressed in the Original Application

7. Attachment A, Program Budget, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment A, which is attached hereto and incorporated herein by reference.
8. Attachment I, Activity Work Plan, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment I, which is attached hereto and incorporated herein by reference.
9. A revised Project Narrative, Form G-2 from Part II of the approved CDBG Application Form, which shows the unmet need from the original application that is being included in the Subgrant Agreement listed as addressed need, is attached hereto and incorporated herein by reference.

Change the Number of Accomplishments and/or Beneficiaries

10. Attachment A, Program Budget, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment A, the Program Budget, which is attached hereto and incorporated herein by reference.

Reflect the Change in Agency from DCA to DEO

11. This modification to the Subgrant Agreement hereby replaces "Department of Community Affairs" with "Department of Economic Opportunity" where appropriate in context.

Other:

12. Replace pages 2-13A, Exhibit 1 (formerly page 43 of the Agreement per Modification 1) and Attachments B, D, F, M, and N (formerly page 45 per Modification 1) of the Agreement with the attached pages 2-13A, Exhibit 1 (now page 15 of the Agreement as modified herein) and Attachments B, D, F, M, and N (now page 44).



Modification to Subgrant Agreement

Modification Number: 2

DEO Contract Number: 14DB-OI-06-45-02-H10

Recipient: City of Groveland, Florida

Page 3

A *Request for Amendment*, Form SC-35, shall be included with this Modification if there is a change to the Attachment A, Program Budget, of the Subgrant Agreement; if unmet need is being included as addressed need; or if there is a change in the number of accomplishments or beneficiaries.

All provisions of the Subgrant Agreement and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the execution of this Modification by both parties.

All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set herein.

**State of Florida
Department of Economic Opportunity**

Recipient: City of Groveland, Florida

By: _____

By: _____

Name: Paula Lemmo

Name: Tim Loucks

Title: Chief
Division of Community Development

Title: Mayor, City of Groveland, Florida

Date: _____

Date: _____

(3) Period of Agreement

This Agreement shall begin upon execution by both parties, and shall expire on July 30, 2016, unless terminated earlier in accordance with the provisions of Paragraph (13) Termination, of this Agreement. Any extension to this Agreement will not be granted unless the Recipient is able to provide substantial justification and the DEO Community Development Division Director approves such extension.

(4) Modification of Agreement

Either Party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, in compliance with rule 73C-23.0051(4), F.A.C. (which is incorporated herein by reference), signed by each of the Parties, and attached to the original of this Agreement.

(5) Records

(a) As applicable, the Recipient's performance under this Agreement shall be subject to **Title 2, Code of Federal Regulations (C.F.R.), part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.**

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government and their duly authorized representatives shall have access to any of the Recipient's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Recipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Recipient will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.

(e) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subrecipients, contractors, subcontractors, and consultants paid from funds under this Agreement, for a period of six (6) years from the date DEO issues the final closeout for this award. The Recipient shall ensure that audit working papers are available upon request for a period of six (6) years from the date this Agreement is final closed, unless extended in writing by DEO. The six-year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the six-year period expires, and extends beyond the six-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at five thousand dollars (\$5,000 or more at the time it is acquired shall be retained for six (6) years after final disposition.

3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) The Recipient shall maintain all records and supporting documentation for the Recipient and for all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the **Scope of Work** and all other applicable laws and regulations.

(g) The Recipient, its employees or agents, including all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government and their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

(h) The Recipient shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

(6) Audit Requirements

(a) Review the Audit Requirements listed in Attachment M of this Agreement. For local government fiscal years beginning after December 26, 2014, a Recipient will not have to have a single or program-specific audit conducted in accordance with the provisions of 2 C.F.R. part 200 unless it expends seven hundred fifty thousand dollars (\$750,000) or more in Federal awards during its fiscal year.

(b) The requirements listed in Attachment M, Part II: State Funded, are not applicable to this subgrant agreement, which is a Federal pass-through award.

(c) Within sixty (60) calendar days of the close of the fiscal year, on an annual basis, the Recipient shall electronically submit a completed **Audit Compliance Certification**, a blank version of which is attached hereto as Attachment N, to audit@deo.myflorida.com. The Recipient's timely submittal of one completed **Audit Compliance Certification** for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Recipient.

This form is in addition to the **Audit Certification Memo** that must be sent to DEO if an audit is not required because the local government spent less than seven hundred fifty thousand dollars (\$750,000) in Federal funds during the fiscal year.

(d) In addition to the submission requirements listed in Attachment M, each Recipient should send an electronic copy of its audit report or an **Audit Certification Memo**, Form SC-47, by June 30 following the end of each fiscal year in which it had an open CDBG subgrant to its grant manager at the following address to ensure that it does not incur audit penalty points:

Email: Mona.Wood@deo.myflorida.com

Please note that Form SC-47, and other such Forms referenced in this Agreement, are incorporated herein by reference, and are available either on DEO's Small Cities CDBG Program website at <http://www.FloridaJobs.org/CDBGRecipientInfo> or upon request from the CDBG program office.

(7) Reports

(a) Reports must be completed and provided to DEO in compliance with this Agreement and rule 73C-23.0051(5) and (6)(a), F.A.C., which is incorporated herein by reference.

(b) The Recipient shall provide DEO with quarterly reports and an administrative closeout report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the **Scope of Work** and the expenditure of funds under this Agreement, in addition to any other information requested by DEO.

(c) A **Quarterly Progress Report**, Form SC-65, is due to DEO no later than fifteen (15) calendar days after the end of each quarter of the program year and shall be sent each quarter until submission of the **Administrative Closeout Report**, Form SC-62. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(d) The **Administrative Closeout Report**, Form SC-62, is due forty-five (45) calendar days after termination of this Agreement or forty-five (45) calendar days after completion of the activities contained in this Agreement, whichever first occurs. The subgrant agreement closeout package must be submitted to DEO in compliance with rule 73C-23.0051(5), F.A.C.

(e) If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed, or DEO may take other action as stated in **Paragraph (11) Remedies** or otherwise allowable by law. "Acceptable to DEO" means that the work product was completed in accordance with the terms of this Agreement, particularly the **Scope of Work**, and all applicable law.

(f) The Recipient shall provide additional program updates or information that may be required by DEO.

(g) The Recipient shall provide additional reports and information identified in Attachment D.

(8) Monitoring

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that the project activities are being accomplished within the specified time periods included in the **Scope of Work** and that other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with **Paragraph (6) Audit Requirement**, above, monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures and/or processes deemed appropriate by DEO. In the event DEO determines a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by DEO to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, DEO will monitor the performance and financial management by the Recipient throughout the Agreement term to ensure timely completion of all tasks.

(9) Liability

(NOTE: If the Recipient is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes (F.S.), pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.)

(a) The Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold DEO harmless against all claims of whatever nature by third parties arising from the work and services performed under this Agreement. For purposes of this Agreement, the Recipient agrees that it is not an employee or agent of DEO, but is an independent contractor.

(b) Any recipient which is a state agency or subdivision, as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against DEO, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by any recipient to which sovereign immunity applies. Nothing herein shall 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 any agreement, subrecipient agreement, contract, or subcontract.

(10) Events of Default

If any of the following events occur ("Events of Default"), all obligations on the part of DEO to make further payment of funds shall, if DEO elects, terminate and DEO has the option to exercise any of its remedies allowable by law and/or set forth in **Paragraph (11) Remedies**, below. However, DEO 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:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with DEO is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with DEO and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by DEO.

(c) If any reports required by this Agreement have not been submitted to DEO or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(11) Remedies

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

(a) Terminate this Agreement, provided that the Recipient is given at least twenty-four (24) hour written notice, in conformity with **Paragraph (14) Notice and Contact**, and including the effective date of such termination;

(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 Recipient refund to DEO any monies used for ineligible purposes under this Agreement and/or 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:

1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. Advise the Recipient to suspend, discontinue, or refrain from incurring costs for any activities in question, or

4. Require the Recipient to reimburse DEO for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be otherwise available under law, including, but not limited to any applicable remedies within rule 73C-23.0051(6)(d) and (e), F.A.C.. 24 C.F.R. part 570, and 2 C.F.R. part 200.

(g) Pursuing any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. If DEO waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of DEO, or affect the later exercise of the same right or remedy by DEO for any other default by the Recipient.

(12) Dispute Resolution

Disputes concerning the performance of the Agreement shall be decided by DEO, who shall reduce the decision to writing and serve a copy on the Recipient. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, the Recipient files with DEO a petition for administrative hearing. DEO's decision on the petition shall be final, subject to the Recipient's right to review pursuant to chapter 120, F.S. Exhaustion of administrative remedies is an absolute condition precedent to the Recipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

(13) Termination

(a) DEO may suspend or terminate this Agreement for cause with no less than twenty-four (24) hour written notice, including the effective date, to the Recipient. Cause can include, but is not limited to the Recipient's: improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies or directives, or laws; failure, for any reason, to timely and/or properly perform any of the Recipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect; and refusal to permit public access to any document, paper, letter, or other material subject to disclosure under law, including chapter 119, F.S., as amended. The Recipient shall not be entitled to recover any cancellation charges or lost profits.

(b) DEO may terminate this Agreement, in whole or in part, for convenience by providing the Recipient no less than twenty-four (24) hour written notice setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the award in its entirety. The Recipient shall continue to perform any work not terminated. The Recipient shall not be entitled to recover any cancellation charges or lost profits.

(c) The Parties may agree to terminate this Agreement for their mutual convenience through a written modification to this Agreement. The modification shall state the effective date of the termination. The procedures for proper closeout of the Agreement shall be followed, in accordance with rule 73C-23.0051(5), F.A.C.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to DEO because of any breach of Agreement by the Recipient. DEO may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due DEO from the Recipient is determined.

(e) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(14) Notice and Contact

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of the grant manager for this Agreement is:

Mona Wood, Government Operations Consultant II
Florida Small Cities CDBG Program
Department of Economic Opportunity
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508
Telephone: (850) 717-8416 – Fax: (850) 922-5609
Email: Mona.Wood@deo.myflorida.com

(c) The name and address of the Local Government Project Contact for this Agreement is:

Rodney Lucas, Economic Development Manager
City of Groveland
156 S. Lake Avenue
Groveland, Florida, 34736
Telephone: (352) 429-2141 - Fax: (352) 429-3852
Email: Rodney.Lucas@groveland-fl.gov

(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 as stated in (14)(a) above.

(15) Contracts

If the Recipient contracts any of the work required under this Agreement, a copy of the signed contract must be forwarded to DEO for approval. The Recipient agrees to include the following in the contract: 1) that the contractor is bound by the terms of this Agreement, 2) that the contractor is bound by all applicable State and Federal laws and regulations, 3) that the contractor shall hold DEO and the Recipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement, to the extent allowed and required by law, and 4) provisions addressing bid, payment, and performance bonds and liquidated damages. The Recipient shall document in the quarterly report the contractor's progress in performing its work under this Agreement.

For each contract, the Recipient shall report to DEO as to whether that contractor, or any subcontractors hired by the contractor, is a minority vendor, as defined in section 288.703, F.S.

(16) Terms and Conditions

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

(17) Attachments

- (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 shall control, but only to the extent of the conflict or inconsistency.
- (c) This Agreement has the following attachments (check all that are applicable):

- Exhibit 1 – Funding Sources
- Attachment A – Program Budget
- Attachment B – State and Federal Statutes, Regulations, and Policies
- Attachment C – Recordkeeping (N/A)
- Attachment D – Reports
- Attachment E – Justification of Advance (N/A)
- Attachment F – Warranties and Representations
- Attachment G – Certification Regarding Debarment
- Attachment H – Statement of Assurances (N/A)
- Attachment I – Activity Work Plan
- Attachment J – Program and Special Conditions
- Attachment K – Civil Rights Compliance Assurance
- Attachment L – eCDBG Access Authorization Form
- Attachment M – Audit Requirements
- Attachment N – Audit Compliance Certification

(18) Funding/Consideration

- (a) The funding for this Agreement shall not exceed **\$650,000**, subject to the availability of funds.
- (b) The Recipient agrees to expend funds in accordance with the **Scope of Work**.
- (c) All funds shall be requested in the manner prescribed by DEO. The authorized signatory for the Recipient set forth on the **eCDBG Access Authorization Form**, Attachment L, to this Agreement, must approve the submission of each Request for Funds (RFs) on behalf of the Recipient.

(d) Pursuant to 24 C.F.R. § 570.489(b), pre-agreement costs reflected in the Recipient's *Application for Funding* as originally submitted that relate to preparation of the *Application for Funding* are considered eligible costs and may be reimbursed to the Recipient, if they are otherwise in compliance with all other requirements of the Agreement.

(e) Funds expended for otherwise eligible activities prior to the effective date of the Agreement, except for those provided for in this Agreement or prior to the effective date of the enabling amendment wherein DEO agrees to their eligibility, fundability, or addition to the Agreement, or a separate letter authorizing such costs, are ineligible for funding with CDBG funds.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer, or under **Subparagraph (20)(i), Mandated Conditions**, of this Agreement, all obligations on the part of DEO to make any further payment of funds shall terminate, and the Recipient shall submit its administrative closeout report and subgrant agreement closeout package within thirty (30) calendar days of receiving notice from DEO.

(19) Repayments

(a) The Recipient and its contractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period; however, pursuant to 24 C.F.R. § 570.489(b), reimbursement can be requested for eligible application preparation costs that were listed in the Recipient's *Application for Funding*.

(b) In accordance with section 215.971, F.S., the Recipient shall refund to DEO any balance of unobligated funds which has been advanced or paid to the Recipient.

(c) The Recipient shall refund to DEO all funds paid in excess of the amount to which the Recipient or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.

(d) The Recipient shall repay all funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 C.F.R. § 570.483.

(e) All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity
Community Development Block Grant Programs
Cashier
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

In accordance with section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Recipient shall pay to DEO a service fee of fifteen dollars (\$15.00) or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

(20) Mandated Conditions

(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 Recipient in this Agreement, in any later submission or response to a DEO request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of DEO and with thirty (30) calendar days written notice to the Recipient, cause the termination of this Agreement and the release of DEO from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County; the Parties waive any right to jury trial. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from, and shall not invalidate, any other provision of this Agreement.

(c) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall 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 Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. § 12101 *et seq.*) and the Florida Civil Rights and Fair Housing Acts (§§ 760.01 – 760.37, F.S.), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.

(f) Pursuant to section 287.133(2)(a), F.S., a person or affiliate, as defined in section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list. The Recipient warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(g) Pursuant to section 287.134(2)(a), F.S., an entity or affiliate, as defined in section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Recipient warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(h) Any recipient which is not a local government or state agency, and which receives funds under this Agreement from the Federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

2. Have not, within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any offenses enumerated in **Subparagraph (20)(h)2., Mandated Conditions**, of this Agreement; and

4. Have not within a five (5) year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send a completed Form SC-37, **Certification Regarding Debarment, Suspension, And Other Responsibility Matters – Primary Covered Transactions**, to DEO for each contractor that the Recipient plans to hire under this Agreement. The form must be received by DEO before the Recipient enters into a contract with the respective contractor.

(i) 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 F.S., or the Florida Constitution.

(j) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(k) Any bills for travel expenses shall be submitted and reimbursed in accordance with section 112.061, F.S., the rules promulgated thereunder, and 2 C.F.R. § 200.474.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.

(m) The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119 F.S.

(21) Lobbying Prohibition

(a) No funds or other resources received from DEO 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.

(b) The Recipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, 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.

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 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 Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. The Recipient shall require that 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 as described in **Subparagraphs (21)(b)1. and 2., Lobbying Prohibition**, above.

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. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

(22) Copyright, Patent and Trademark

Any and all Patent Rights accruing under or in connection with the performance of this agreement are hereby reserved to the State of Florida. Any and all Copyrights accruing under or in connection with the performance of this agreement are hereby transferred by the Recipient to the State of Florida.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty (30) calendar days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. DEO shall then, under **Subparagraph (22)(b), Copyright, Patent and Trademark**, have the right to all patents and copyrights which accrue during performance of the Agreement.

(23) Legal Authorization

The Recipient 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 Recipient also certifies that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind the Recipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference. The Recipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation, or any other legal or financial condition that would in any way prohibit, restrain, or diminish the Recipient's ability to satisfy its Agreement obligations. The Recipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(24) Public Record Responsibilities

(a) The Recipient shall allow public access to all records made or received by the Recipient in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by the Recipient in conjunction with this Agreement, the Recipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. For all such requests for records that are public records, as public records are defined in section 119.011, F.S., the Recipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law.

(b) In addition to the Recipient's responsibility to directly respond to each request it receives for records made or received by the Recipient in conjunction with this Agreement and to provide the applicable public records in response to such request, the Recipient shall notify DEO of the receipt and content of such request by sending an e-mail to PRRequest@deo.myflorida.com within one (1) business day from receipt of such request.

(c) The Recipient shall notify DEO verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in the Recipient's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. The Recipient shall cooperate with DEO in taking all steps as DEO deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

(d) This Agreement may be terminated by DEO for refusal by the Recipient to comply with Florida's public records laws or to allow public access to any non-exempt public record made or received by the Recipient in conjunction with this Agreement.

(25) Employment Eligibility Verification

(a) Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require the Recipient to:

1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the Agreement term; and,
2. Include in all contracts under this Agreement, the requirement that contractors, subcontractors, consultants and subrecipients performing work or providing services pursuant to this Agreement use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, consultants and subrecipients during the term of the contract.

(b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of Federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

<http://www.uscis.gov/e-verify>

(c) If the Recipient does not have an E-Verify MOU in effect, the Recipient must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

(26) Program Income

Recipient shall report to DEO all program income (as defined by 73C-23.0031(33), F.A.C. and 24 C.F.R. § 570.489(e)) generated by activities carried out with CDBG funds made available under this Agreement, as part of the Recipient's **Quarterly Progress Report**, Form SC-65, required under **Paragraph (7) Reports**, of this Agreement. Recipient's use of program income shall comply with the applicable requirements of 24 C.F.R. part 570, sections 290.046-290.048, F.S. and 73C-23.0051, F.A.C., and the terms of this Agreement. Program income generated after closeout, shall be returned to DEO. Program income generated prior to closeout, shall be returned to DEO, unless the program income is used to fund additional units of CDBG activities, specified in a modification to this Agreement, and duly executed prior to administrative closeout.

(27) Independent Contractor

In Recipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Recipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. The Recipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement.

- (a) The Recipient, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall the Recipient represent to others that, as the Recipient, it has the authority to bind DEO unless specifically authorized to do so.
- (b) Neither the Recipient, nor its officers, agents, employees, subcontractors, or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.
- (c) The Recipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer, or partner of the State of Florida.
- (d) Unless justified by the Recipient, and agreed to by DEO in the **Scope of Work**, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to the Recipient or its subcontractor or assignee.
- (e) DEO shall not be responsible for withholding taxes with respect to the Recipient's use of funds under this Agreement. The Recipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Recipient shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.
- (f) The Recipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

Exhibit – 1

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Pass-Through Entity:	Florida Department of Economic Opportunity
Contact Information for Awarding Official of Pass-Through Entity:	Paula Lemmo, Chief Division of Community Development 107 East Madison Street – MSC 400 Tallahassee, Florida 32399-6508 B-12-DC-12-001
Federal Award Identification Number:	8/27/2012
Federal Award Date:	\$22,887,374
Total Federal Award to Pass-Through Entity:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Title:	14.228
Catalog of Federal Domestic Assistance Number:	Groveland, City of
Recipient's DUNS-Registered Name:	064918746
Recipient's DUNS Number:	\$650,000
Federal Funds Obligated to Recipient By This Action:	\$650,000
Total Federal Funds Obligated to Recipient:	\$650,000
Total Amt. of Federal Award Committed to Recipient:	\$650,000
Project Description:	Funding is being provided to rehabilitate substandard housing for very low-, low- and moderate-income residents.
<i>This is not a research and development award.</i>	
Indirect Cost Rate:	0.0%

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. The Recipient shall perform the obligations in accordance with 24 C.F.R. §§ 570.480 – 570.497.
2. The Recipient shall be governed by the laws, rules and regulations identified in Attachments B and K of this Agreement.
3. The Recipient shall be governed by sections 290.0401- 290.048, F.S.
4. The Recipient shall perform the obligations in accordance with chapter 73C-23, F.A.C.; the Program Budget, Attachment A of this Agreement; the Activity Work Plan, Attachment I of this Agreement; the Project Narrative from the Recipient's FFY 2013 Application for Funding; Parts 2, 7, and 9 of the Florida Small Cities CDBG FFY 2013 Application for Funding; and Program, Category Specific, and Special Conditions, Attachment J of this Agreement.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows: *N/A*

NOTE: Title 2 C.F.R. § 200.331 and section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

Attachment B – State and Federal Statutes, Regulations, and Policies

The Recipient agrees to, and, by signing this Agreement, certifies that, it will comply with the requirements of 24 C.F.R. part 570, subpart I, and § 570.200(j) and § 570.606 (the U.S. Housing and Urban Development regulations concerning State Community Development Block Grant Programs). The Recipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Recipient further agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. part 200);
2. Florida Small Cities Community Development Block Grant Program Act (§§ 290.0401-290.048, F.S.);
3. Florida Small Cities Community Development Block Grant Program rules (chapter 73C-23, F.A.C.);
4. Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. §§ 5301-5321);
5. Rules and Procedures for Efficient Federal-State Funds Transfers (31 C.F.R. part 205);
6. Community Planning Act (§ 163.3164, F.S.);
7. Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.);
8. CDBG Technical Memoranda (<https://www.hudexchange.info/community-development/cdbg-memoranda/>);
9. Applicable HUD Community Planning and Development Notices (<https://www.hudexchange.info/manage-a-program/cpd-notices>);
10. Single Audit Act Amendments of 1996 (31 U.S.C. §§ 7501-7507);
11. Environmental Review Procedures for Entities Assuming HUD Responsibilities (24 C.F.R. part 58);
12. Environmental Criteria and Standards (24 C.F.R. part 51);
13. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §§ 4001-4129), Floodplain Management and Protection of Wetlands (24 C.F.R. part 55), and Executive Orders 11988 (Floodplain Management) and 11990 (Protection of Wetlands);
14. National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4370h) and other provisions of law which further the purpose of this act;
15. National Historic Preservation Act of 1966, as amended (54 U.S.C. §§ 300301-320303), Protection of Historic Properties (36 C.F.R. part 800), and other provisions of law which further the purpose of this act;
16. Archaeological and Historic Preservation Act of 1974 and Reservoir Salvage Act of 1960, as amended (54 U.S.C. §§ 312501-312508);
17. Coastal Zone Protection Act of 1985 (§§ 161.52-161.58, F.S.);
18. Safe Drinking Water Act of 1974, as amended (42 U.S.C. §§ 1400-1465);
19. Federal Water Pollution Control Act of 1972, as amended (33 U.S.C. §§ 1251-1387);
20. Davis–Bacon Act of 1931, as amended (40 U.S.C. §§ 3141-3148) and Labor Standards Provisions of 29 C.F.R. part 5;
21. Contract Work Hours and Safety Standards Act of 1962, as amended (40 U.S.C. §§ 3701-3708);
22. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C. §§ 6901-6992k);
23. Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and the Uniform Accessibility Standards, as applicable;
24. Federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201-219);
25. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4655), and the applicable rules for Federal and Federally-Assisted Programs at 49 C.F.R. part 24;
26. Copeland “Anti-Kickback” Act (18 U.S.C. § 874);
27. Hatch Act of 1939, as amended (5 U.S.C. §§ 1501-1508);
28. Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846); the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851–4856); and the applicable implementing regulations at 24 C.F.R. part 35 and 24 C.F.R. part 570, subparts A, B, J, K, and R;
29. Section 102 of HUD Reform Act of 1989 (42 U.S.C. § 3545) and HUD Reform Act regulations at 24 C.F.R. part 4.
30. False Claims Act (31 U.S.C. §§ 3729-3733);
31. Comprehensive Procurement Guideline for Products Containing Recovered Materials (40 C.F.R. part 247); and
32. Clean Air Act (42 U.S.C. §§ 7401-7671q.), and National Primary and Secondary Ambient Air Quality Standards (40 C.F.R. part 50).

Attachment D – Reports

The following reports must be completed and submitted to DEO in the time frame indicated and in compliance with rule 73C-23.0051(5)-(6)(a), F.A.C. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. A **Quarterly Progress Report**, Form SC-65, must be submitted to DEO fifteen (15) calendar days after the end of each quarter. The reports are due by the following dates: April 15, July 15, October 15 and January 15.

2. A **Contract and Subcontract Activity** form, (HUD-2516 Form, currently available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-05360>; which is incorporated herein by reference), submitted by April 15 and October 15 each year through the Department's Electronic CDBG reporting system at <https://www.deocdbg.com/Default.aspx>. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".

3. The **Administrative Closeout Report**, Form SC-62, must be submitted to DEO within forty-five (45) calendar days of the Agreement termination date, in compliance with rule 73C-23.0051(5), F.A.C and the terms of this Agreement.

4. In accordance with 2 C.F.R. part 200, should the Recipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 C.F.R. part 200, and submitted to DEO no later than nine months from the end of the Recipient's fiscal year. If the Recipient did not meet the audit threshold, an **Audit Certification Memo**, Form SC-47, must be provided to DEO no later than nine months from the end of the Recipient's fiscal year.

5. A copy of the **Audit Compliance Certification** form, Attachment N, must be e-mailed to audit@deo.myflorida.com within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.

6. The **Section 3 Summary Report**, HUD-60002 form, effective date June 2001, <http://www.flrules.org/Gateway/reference.asp?No=Ref-05360>; effective date April, 2015, which is incorporated herein by reference, must be completed and submitted through DEO's Electronic CDBG reporting system at <https://www.deocdbg.com/Default.aspx> by July 31, annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet section 3 requirements.

7. Request for Funds must be submitted as required by DEO and as scheduled on Attachment I – **Activity Work Plan**.

Attachment F – Warranties and Representations

Financial Management

The Recipient's financial management system must comply with the provisions of 2 C.F.R. part 200, section 218.33, F.S., and the rules promulgated thereunder, rule 73C-23.0051(1), F.A.C., and include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. The Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 C.F.R. part 200 and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 C.F.R. §§ 200.318-200.326 and be conducted in a manner providing full and open competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient. (*See* 2 C.F.R. § 200.318(c)(1).)

Attachment F – Warranties and Representations

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. “Reasonable” shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment M – Audits

The administration of resources awarded by DEO to the recipient may be subject to audits and/or monitoring by DEO as described in this section.

Monitoring

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I: Federally Funded

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit 1 to this agreement indicates Federal resources awarded through DEO by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from DEO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the recipient resources obtained from other than Federal entities).

Attachment M – Audits

4. Title 2 C.F.R. part 200, entitled *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, also known as the Super Circular, supersedes and consolidates the requirements of OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and is effective for Federal awards or increments of awards issued on or after December 26, 2014. Please refer to 2 C.F.R. part 200 for revised definitions, reporting requirements and auditing thresholds referenced in this attachment and agreement accordingly.

Part II: State Funded

This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit 1 to this agreement indicates state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. Additional information regarding the Florida Single Audit Act can be found at:

<http://www.myflorida.com/audgcn/pages/flsaa.htm>

Attachment M – Audits

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following at the address indicated:

A. DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse) at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised and any management letter issued by the auditor, to DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

3. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Attachment M – Audits

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

B. The Auditor General's Office at the following address:

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

Email Address: flaudgen_localgovt@aud.state.fl.us

4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. DEO at each of the following addresses:

N/A

5. Any reports, management letter, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part V: Record Retention

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six (6) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

Attachment N

Audit Compliance Certification

Attachment N – Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.

Recipient: City of Groveland

FEIN: 59-6000330

Recipient's Fiscal Year:

Contact Name:

Contact's Phone:

Contact's Email:

1. Did the Recipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and the Department of Economic Opportunity (DEO)? Yes No

If the above answer is yes, answer the following before proceeding to item 2.

Did the Recipient expend \$500,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? Yes No

If yes, the Recipient certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did the Recipient expend federal awards, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and DEO? Yes No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did the Recipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? Yes No

If yes, the Recipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.

By signing below, I certify, on behalf of the Recipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: June 20, 2016

ITEM NUMBER: 10

AGENDA ITEM: H.O.M.E. Interlocal Agreement between Lake County and the City of Groveland Relating to H.O.M.E. Investment Partnership Consortium Agreement

CITY GOAL: Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.

PREPARED BY: Rodney Lucas, Acting Director

DATE: June 15, 2016

BACKGROUND:

We received an invitation to enter into an Interlocal Agreement between Lake County and City of Groveland relating to H.O.M.E. Investment Partnership Consortium Agreement from Cheryl Howell, Director of Lake County Department of Economic Development & Community Services Housing Services Division. HOME Investment Partnerships Program continues to address national housing policy of decent, safe, sanitary, and affordable housing for the citizens of Lake County and the City of Groveland.

This partnership would be effective for a period of three federal fiscal years (2017, 2018 and 2019). The program will be overseen by Lake County with their staff processing all applications and administering the program. The program would assist a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to low-income people. HOME is the largest Federal block grant to state and local governments designed exclusively to create affordable housing for low-income households.

Under this agreement the City of Groveland can address its deteriorate housing stock for low income families.

STAFF RECOMMENDATION: Motion to approve.

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

INTERLOCAL AGREEMENT

BETWEEN

LAKE COUNTY

AND

CITY OF GROVELAND

RELATING TO

H.O.M.E. INVESTMENT PARTNERSHIP CONSORTIUM AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into at Lake County, Florida, effective the first day of October 2016, by and between Lake County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", by and through its Board of County Commissioners, and the City of Groveland, a municipal corporation located in Lake County, Florida, hereinafter referred to as the "CITY", by and through its City Council.

WHEREAS, the United States Congress has found that inadequate progress has been made towards the national housing policy goal to provide decent, safe, sanitary and affordable living environments for all citizens; and,

WHEREAS, the National Affordable Housing Act of 1990 authorized Federal funding for jurisdictions that would establish programs to increase the number of families served with decent, safe, sanitary and affordable housing, and expand the long-term supply of affordable housing; and,

WHEREAS, the HOME Investment Partnerships Program ("HOME") is a federally funded program designed to implement the purposes of the National Affordable Housing Act of 1990; and,

WHEREAS, HOME authorizes the formation of a consortium of geographically contiguous units of general local government for the purpose of becoming eligible to receive Federal grants as a participating jurisdiction in the HOME Program; and,

WHEREAS, neither the COUNTY nor the CITY are individually eligible to receive a direct allocation in the HOME Program due to not meeting the minimum allocation requirement; and

WHEREAS, the COUNTY and CITY wish to participate in a consortium to qualify for the HOME Program; and

WHEREAS, the COUNTY and CITY have determined that obtaining funding under the HOME Program will increase the ability to provide affordable housing for residents with incomes at or below 80% of the area median income; and

WHEREAS, the United States Department of Housing and Urban Development ("HUD") allows consortiums who do not meet the minimum estimated allocation to "buy-in" to the program; and

WHEREAS, Chapter 163, Florida Statutes, Intergovernmental Programs, Part I, Miscellaneous Programs, Section 163.01, The Florida Interlocal Cooperation Act of 1969, provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any

power, privilege, or authority which such agencies share in common, and which each might exercise separately, and that a joint exercise of power by such agencies may be made by contract in the form of an interlocal agreement; and

WHEREAS, it is the intent of the COUNTY and CITY to utilize the power and authority of the Florida Interlocal Cooperation Act of 1969 by the execution of this Agreement; and

WHEREAS, in order to participate as a consortium, the COUNTY and CITY must have a minimum combined estimated allocation of five hundred thousand dollars (\$500,000.00) but currently have an estimated combined allocation of three hundred fifty three thousand dollars (\$353,000.00); and

WHEREAS, the COUNTY and CITY are not individually eligible to receive a direct allocation in the HOME Program due to not meeting the minimum allocation requirement and wish to participate in a consortium to qualify for the HOME Program; and

WHEREAS, HUD allows consortiums who do not meet the minimum estimated allocation to participate in the program utilizing a "buy-in" method to the program; and

NOW, THEREFORE, in consideration of the mutual benefits, covenants and agreements set forth herein, and for good and valuable consideration, receipt of which is hereby acknowledged by the parties, the parties hereto agree, stipulate and covenant as follows:

Section 1. Recitals. The foregoing recitals are agreed to by the parties and are hereby incorporated herein.

Section 2. Purpose. This Agreement is entered into as a legally binding cooperation Agreement so as to form a consortium within the meaning of the National Affordable Housing Act of 1990, and so as to meet the HUD requirements for the designation of the COUNTY and the CITY as a consortium as defined by the HOME Program.

Section 3. Status. This Agreement is entered into to allow the COUNTY and the CITY to work together in a cooperative effort to meet the national housing policy of decent, safe, sanitary, and affordable housing for citizens residing in Lake County. The CITY and the COUNTY hereby form a consortium to be known as the Lake County HOME Consortium (the "Consortium"). The CONSORTIUM shall be a unit of local government, for funding purposes under the HOME Program, upon designation by HUD through its Consortia Qualification Notice.

Section 4. Term. This Agreement shall be effective for a period of three federal fiscal years (2017, 2018, and 2019) commencing on October 1, 2017 and ending on September 30, 2020. This Agreement shall be automatically renewed for the same term unless,

- a. The CITY provides written notice of their decision not to participate in a new three-year term. Said notice must be provided to the COUNTY as Lead Agency no later than April 30, 2020, or
- b. One or more of members of the CONSORTIUM fails to adopt and to submit to HUD an amendment to this Agreement that incorporates all changes necessary to meet Cooperation Agreement requirements as mandated by HUD in the Consortia Qualification Notice applicable to the subject qualification period

The COUNTY shall, by the date specified in HUD's Consortia Qualification Notice for each qualification period, notify the CITY in writing of their right to decline to participate in the

CONSORTIUM. The parties of the CONSORTIUM will utilize the same program year (October 1 through September 30) as that which is used for Community Development Block Grants (“CDBG”) and the HOME Program.

Section 5. Lead Agency. The COUNTY shall be the member unit of general local government authorized to act as the representative of the CONSORTIUM in its dealings with HUD and shall thereby be designated as the Lead Agency. As the Lead Agency, the COUNTY shall have overall responsibility to coordinate among the CONSORTIUM members compliance with the requirements of HUD pertaining to the CONSORTIUM’s approval and for receipt funding for the housing affordability strategy to be adopted by the COUNTY and the CITY. The COUNTY also assumes overall responsibility of ensuring that the CONSORTIUM’s HOME Program is carried out in compliance with HOME Program requirements, including requirements concerning a Consolidated Plan in accordance with HUD regulations contained in 24 CFR Parts 92 and 91, respectively, and the requirements of 24 CFR Part 92.350.

Section 6. Cost of Program Administration. Funds received from HUD allocated for costs relating to the administration of the HOME Program shall be used solely by the COUNTY for administration of the HOME Program.

Section 7. Obligations of Lead Agency. The COUNTY as the Lead Agency shall manage the entire HOME Program funding allocation on behalf of the CONSORTIUM, as set forth herein. Specifically, the COUNTY shall:

- a. Agree to pay the initial estimated amount of one hundred forty-seven thousand dollars (\$147,000.00) to “buy-in” to the program since the estimated consortium allocation is below the five hundred thousand dollars (\$500,000.00) minimum threshold.
- b. Contribute the twenty-five percent (25%) match requirement and the fifteen percent (15%) Community Housing Development Organization (CHDO) set aside at a rate based on the estimated HOME allocation; and
- c. Establish a local HOME Investment Trust Fund Account.
- d. Receive, disburse, and account for all HOME Program and matching funds.
- e. Oversee the HOME Program in the Integrated Disbursement and Information System (IDIS); activities may include but are not limited to creating projects, submitting accomplishments, and performing drawdowns. The CITY may assist with creating projects in IDIS and submitting accomplishments for CITY projects only.
- f. Submit all required reports and data to HUD. The CITY is responsible for submitting in a timely manner to the COUNTY, all information necessary for participation in the CONSORTIUM as defined in 24 CFR Part 92. This includes all information necessary for the Consolidated Plan, Annual Action Plan, the HOME Program description and certifications, CAPER, and any additional information as required by HUD.
- g. Conduct environmental reviews. The COUNTY may request the CITY's assistance with gathering pertinent information needed to complete environmental reviews on CITY projects.
- h. Oversee all monitoring activity.
- i. Track and retain all program income. The COUNTY will retain all monies allocated by HUD for administrative costs.
- j. Prepare and submit the Consolidated Plan to HUD. Development of the Consolidated Plan will require the participation of citizens and organizations as well as input from the CITY. The CITY will provide specific information concerning their housing and related activities to the COUNTY for inclusion in the Consolidated Plan. The Plan will identify the general activities and priorities to be undertaken with HOME funds.

- k. Provide staff support to manage and implement activities of the CONSORTIUM's HOME Program. Specific tasks include, but are not limited to, coordinating the citizen's participation process, developing necessary forms and agreements, drafting program descriptions, Requests for Proposals ("RFP"), Notice of Funding Availability ("NOFA"), reviewing and evaluating proposals for funding, technical assistance to project sponsors, monitoring funded projects, and preparing required reports.
- l. Prepare and amend The Consolidated Plan to include the HOME Program for the purpose of identifying the general activities and priorities to be undertaken with the HOME funds for the CONSORTIUM, which shall meet the requirements of applicable Federal regulations.
- m. Undertake any other administrative tasks necessary to effectively carryout the HOME Program.

Section 8. Allocation of Funding. HOME Program allocations by HUD shall be used as approved by the COUNTY and the CITY. In the event the COUNTY and the CITY are unable to agree on the use of HOME Program allocations, the HOME funds shall be utilized in the specific jurisdictions of the CITY and the COUNTY based upon the ratio of population. The COUNTY shall be responsible for administering all projects approved through this process.

Section 9. Certifications. The COUNTY and the CITY certify that each will cooperate with the other to undertake or assist in undertaking housing assistance activities for the HOME Program, and that each will affirmatively further the purposes of the National Affordable Housing Act of 1990 . Furthermore, the CITY and the COUNTY will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Acts of 1970, as amended, and the requirements governing the Residential Anti-displacement and Relocation Plan pursuant to Section 104(d) of the Housing and Community Development Act of 1974.

Section 10. Termination. This Agreement must, at a minimum, remain in effect until the HOME Program funds from each of the Federal fiscal years are expended for eligible activities. No CONSORTIUM member may withdraw from this Agreement while this Agreement remains in effect. Any new agreement will be governed by the requirements of the then current Consortium Qualification Notice.

Section 11. Authorizing Resolutions. Prior to executing this Agreement, the CITY and the COUNTY shall each adopt resolutions forming the CONSORTIUM which will authorize the chief elected official of the COUNTY and CITY to execute this Agreement.

Section 12. Legal Certifications. The Lake County Attorney shall deliver a written statement that the terms and provisions of this Agreement are fully authorized under State and local law and that this Agreement provides full legal authority for the CONSORTIUM to undertake or assist in undertaking housing assistance activities pursuant to the HOME Program.

Section 13. Employee Status. Persons employed by the COUNTY and the CITY who perform services or functions pursuant to this Agreement shall not be deemed to be employees of the other governmental entity. The COUNTY and the CITY shall remain obligated to provide their respective employees with worker's compensation protection, salary and pension benefits, civil service or other employee rights and privileges.

Section 14. Notices. Formal notices pertaining to this Agreement shall be in writing, sent by U.S. Mail or hand delivery, addressed to the following:

COUNTY

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
P.O. Box 7800
Tavares, FL 32778-7800

CITY

City Mayor
Groveland City Hall
156 S. Lake Avenue
Groveland, FL 34736

cc: Housing and Community Development Manager
P.O. Box 7800
Tavares, FL 32778-7800

Section 15. Liability. Each party shall be liable for the acts and omissions of its employees and agents in the performance of this Agreement to the extent permitted by law. Notwithstanding, neither party agrees to any waiver of its right to sovereign immunity pursuant to law under Florida Statute §768.28. Nothing in this Section or any other provision of this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities, and limitations the CITY or the COUNTY may have under Florida law. The provisions of this section are solely for the benefit of the parties to this Agreement and are not intended to create or grant any rights, contractually or otherwise to any third party.

Section 16. Amendment. This Agreement may be amended by the written consent of both parties.

{Remainder of Page Left Blank}

Interlocal Agreement between Lake County and City of Groveland for HOME Investment Partnership Consortium Agreement

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY, through its Board of County Commissioners, signing by and through its Chair, and CITY, by its duly authorized representative.

COUNTY

ATTEST:

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

Sean M. Parks, Chairman

This _____ day of _____, 2016.

Approved as to form and legality:

Melanie Marsh
County Attorney

Interlocal Agreement between Lake County and City of Groveland for HOME Investment Partnership Consortium Agreement

CITY

ATTEST:

Teresa Maxwell, City Clerk

Tim Loucks, Mayor

This _____ day of _____, 2016.

Approved as to form and legality:

Anita Geraci-Carver
City Attorney