CITY OF BROOKSVILLE
REGULAR CITY COUNCIL MEETING
COUNCIL CHAMBERS
201 HOWELL AVENUE
BROOKSVILLE, FL 34601

AGENDA

October 21, 2013 **7:00 P.M.**

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

1. **"Florida City Government Week" Proclamation**
Consideration of Proclamation declaring the week of October 20-26, 2013, as "Florida City Government Week" in conjunction with the Florida League of Cities' sponsored annual statewide celebration of municipal government and its contributions to the quality of life of Floridians.

Presentation: Mayor
Attachments: Proclamation

2. **"Weatherization Day" Proclamation**
Consideration of Proclamation declaring October 30, 2013, as "Weatherization Day" sponsored by Mid-Florida Community Services.

Presentation: Mayor
Attachments: Proclamation

3. **Brownfields Program Update**
PowerPoint update on status of the program.

Presentation: Director of Community Development

D. CITIZEN INPUT

E. CONSENT AGENDA

1. **Dumpster Supply Purchase**
Consideration of approval to purchase replacement dumpsters for commercial accounts via piggybacking on the City of Lakeland's bid award to Iron Containers, LLC for an amount not-to-exceed the $24,645 approved by Council in the FY 2014 Budget.

2. **Mowing Services Agreement Extension**
Consideration of extension of agreement with Benchmark for Mowing Services.

3. **Southwest Direct Agreement**
Consideration of 1-year extension of the contract for utility billing services.

4. **Auditing Services Agreement**
Consideration of three year agreement with Clifton Larson Allen for audit services as negotiated by the City Attorney.

CONSENT AGENDA APPROVAL (√)

Recommendation:	Approval of Consent Agenda
Action:	Motion to Approve
Attachments:	1) Memo from Director of Public Works dated 10/09/13, Letter from City of Lakeland, Letter from Iron Curtain; 2) Memo from Director of Public Works dated 10/11/13, Original Contract, Letter of Interest and Addendum; 3) Memo from Assistant Finance Director dated 10/14/13, Letter from Southwest Direct, Original Contract; 4) Memo from Assistant Finance Director dated 10/09/13, Contract

F. PUBLIC HEARINGS

1. **Noise Ordinance No. 730-A**
Consideration of proposed ordinance amending Chapter 82 of the Code relating to Traffic and Vehicles, Article III, Noise from Vehicles.
[First Hearing 10/07/13]

Presentation:	City Attorney & Police Chief
Recommendation:	Approval of Ordinance on first reading upon roll call vote and schedule second reading for 10/21/13
Attachments:	Memo from Police Chief dated 10/09/13; Proposed Ordinance

G. REGULAR AGENDA

1. **Resolution No. 2013-11 – Resolution for Clerk**
Consideration of a resolution appointing the City Clerk, or his/her designee, to serve as the Clerk to the local hearing officer related to hearings involving civil infractions related to the "Red Light Camera Ordinance.

Presentation:	City Attorney
Recommendation:	Approval of Resolution No. 2013-11 upon roll-call vote
Attachments:	Memo from City Attorney dated 10/15/13; Proposed Resolution

H. ADJOURN TO COMMUNITY REDEVELOPMENT AGENCY MEETING

I. RECONVENE REGULAR COUNCIL MEETING

J. CITIZEN INPUT

K. ITEMS BY COUNCIL

L. ADJOURNMENT

CORRESPONDENCE TO NOTE

In accordance with the Americans with Disabilities Act, persons with disabilities needing a special accommodation to participate in this proceeding should contact the City Clerk's office 48 hours in advance of the meeting at (352) 540-3853. Meeting agendas and supporting documentation are available from the City Clerk's office and on line at www.cityofbrooksville.us.

Any person desiring to appeal any decision with respect to any matter considered at this meeting, may need a record of the proceedings including the testimony and evidence upon which the appeal is to be based, and therefore must make arrangements for a court reporter to ensure that a verbatim record of the proceedings is made.

City of Brooksville

AGENDA ITEM NO. C-1
10/21/13

Proclamation

Whereas, city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents, administered for and by its citizens; and,

Whereas, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and,

Whereas, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and,

Whereas, Florida City Government Week is a very important time to recognize the important role played by city government in our lives; and,

Whereas, this week offers an important opportunity to spread the word to all the citizens of Florida that they can shape and influence this branch of government which is closest to the people; and,

Whereas, Florida City Government Week offers an important opportunity to convey to all the citizens of Florida that they can shape and influence government through their civic involvement.

Now Therefore, We the Undersigned as City Council for and on Behalf of the City Of Brooksville, do hereby proclaim, October 20th through October 26th

"Florida City Government Week"

and encourage all citizens, city government officials and employees to do everything possible to ensure that this week is recognized and celebrated accordingly.

In Witness Whereof, we have hereunto set our hand and caused the seal of the City of Brooksville to be affixed this 21st day of October, 2013.

City of Brooksville

Lara Bradburn, Mayor

Kevin Hohn, Vice Mayor

Joe Bernardini, Council Member

Frankie Burnett, Council Member

Joseph E. Johnston, III, Council Member

Attest:

Janice L. Peters, CMC, City Clerk

AGENDA ITEM NO. C-2
10/21/13

City of Brooksville

Proclamation

Whereas, the City of Brooksville has long recognized the plight of low-income families and individuals in meeting their home energy needs; and

Whereas, low income households spend a disproportionate percentage of their annual incomes on home energy bills, with the average family spending about 5 percent of its total income on energy compared to the 18 percent spent by low-income families; and

Whereas, the services provided through the Weatherization Assistance Program save energy, lower energy costs and improve the comfort of the homes of low-income families, giving priority to households with elderly members, children and people with disabilities; and,

Whereas, the program not only saves energy through advanced technologies to improve the energy affordability for low-income families, but also saves lives and improves the health and safety of families by identifying carbon monoxide hazards, poor indoor air quality, mold, and other health threats; and,

Whereas, the Weatherization Assistance Program keeps jobs and dollars in our City and County by operating through the well-trained staff of Mid-Florida Community Services.

Now Therefore, We the Undersigned as City Council for and on Behalf of the City Of Brooksville, do hereby proclaim October 30, 2013

"Weatherization Day"

in the City of Brooksville and encourages local weatherization professionals to deliver cost-effective, advanced technologies, to increase energy savings in each home served, and to heighten the awareness of energy efficiency in our community.

In Witness Whereof, we have hereunto set our hands and caused the seal of the City of Brooksville to be affixed this 21st day of October, 2013.

City of Brooksville

Lara Bradburn, Mayor

Kevin Hohn, Vice Mayor

Joseph E. Johnston, III, Council Member

Frankie Burnett, Council Member

Joe Bernardini, Council Member

Attest:

Janice L. Peters, CMC, City Clerk

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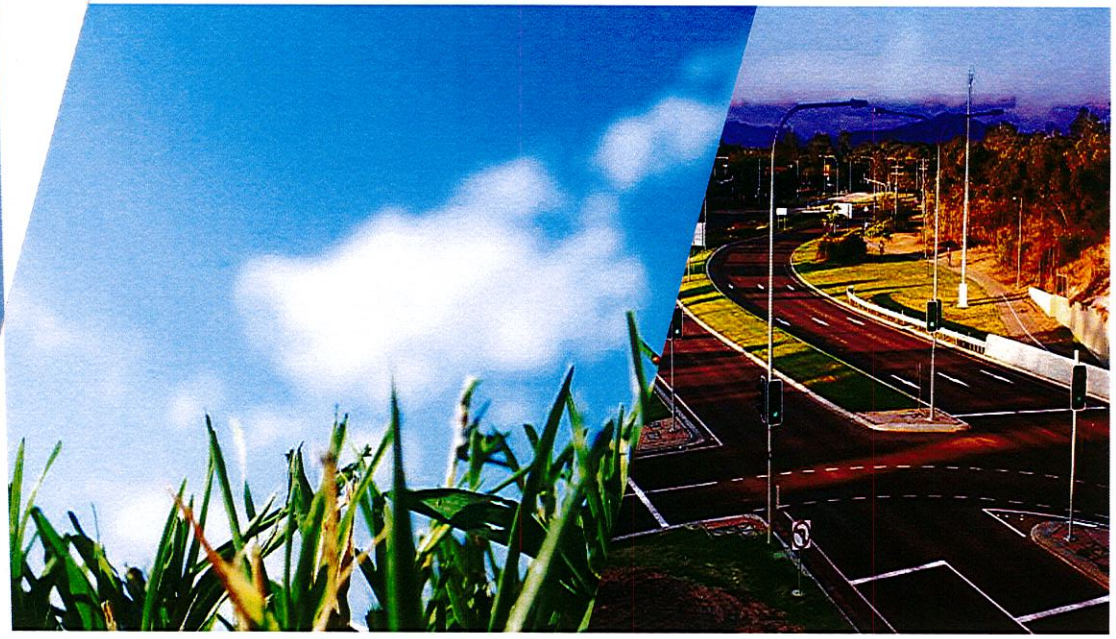
Brooksville EPA Brownfields Program

City Council Update

October 21, 2013



Bill Geiger – Brownfield Program Director
George Foster, PG – Technical Project Manager
Brian Kvam, PG – Programmatic Project Manager

BROWNFIELDS PROCESS

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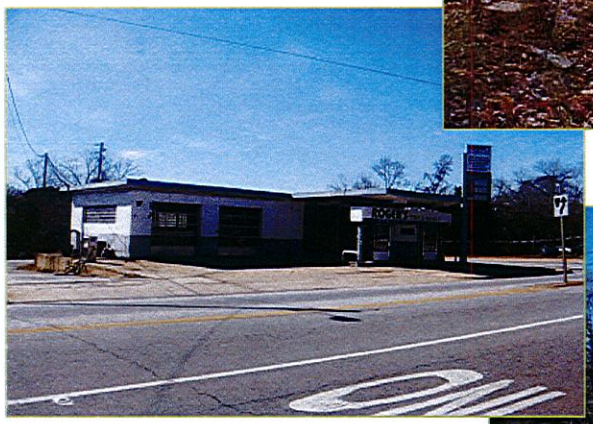
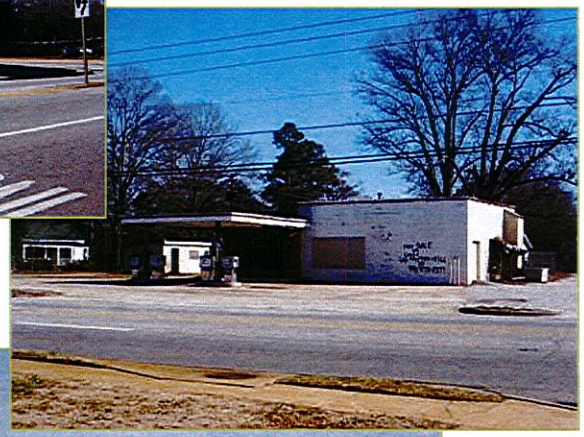
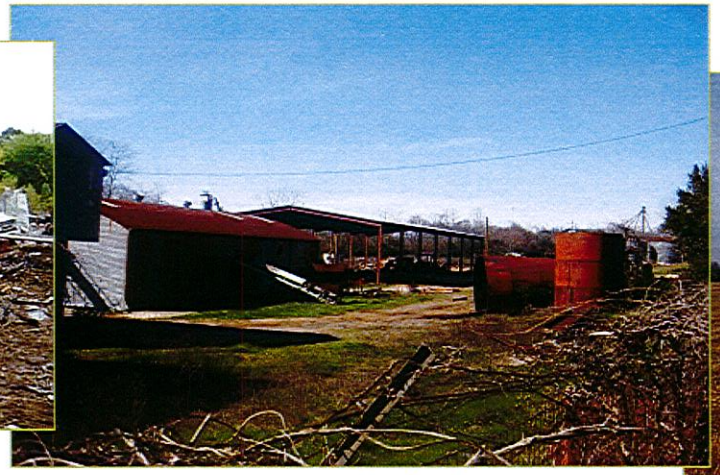
What are Brownfields?

"Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant."







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Program Team

- Community Task Force
- Bill Geiger – Program Director
- Jim Shirk – Community Liaison
- Brian Kvam, PG – Consultant / Programmatic Lead
- George Foster, PG – Assessment / Technical Lead
- EPA – Kathleen Curry
- FDEP – Vicki McGuken

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BROWNFIELDS PROCESS

PROGRAM GOALS

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Community Involvement

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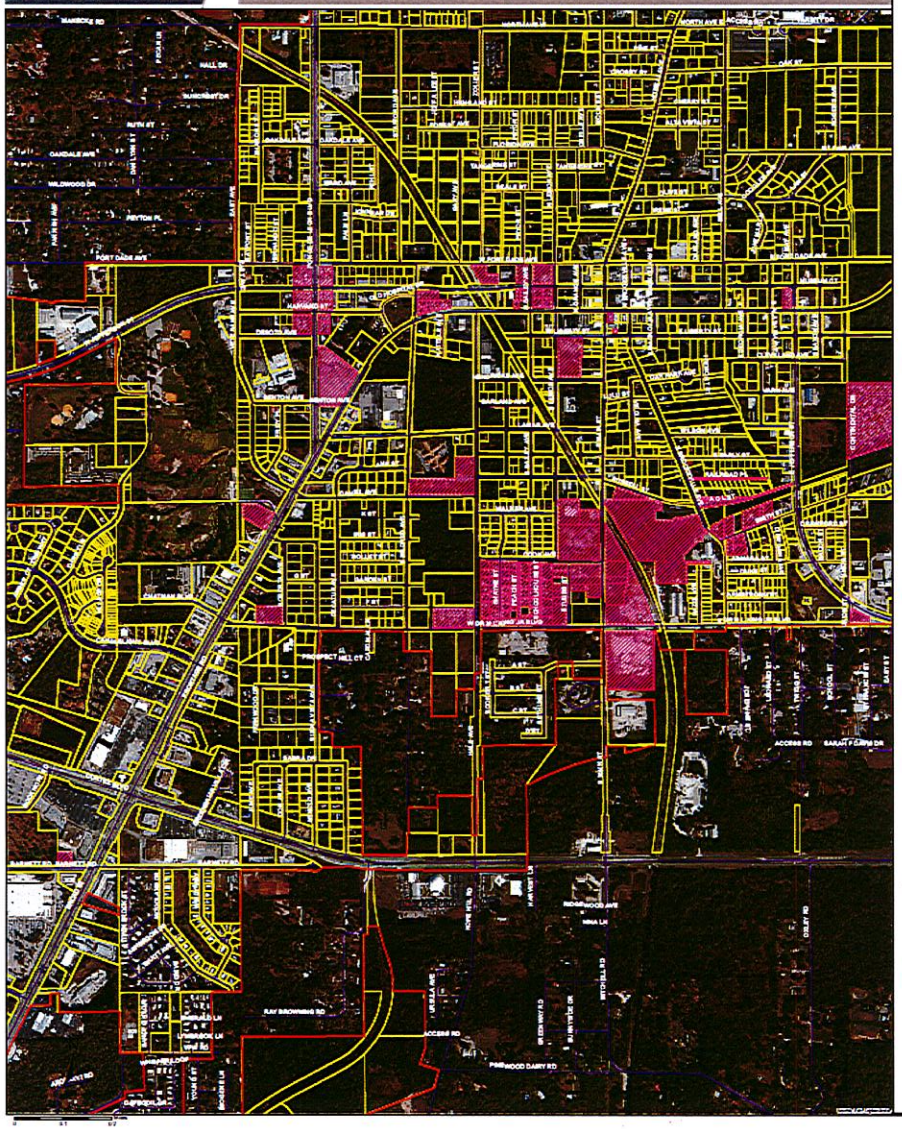
Inventory



Field Ranking Criteria for Brownfields Inventory Project

In general, points are accrued for site features that meet the EPA definition of a brownfields property (abandoned, idle or underutilized) and also give the site appeal to potential redevelopers.

Brownfields / Environmental Criteria

A Site Activity
- 10 points - Obviously abandoned (in disrepair, not maintained)
- 7 points - Not being used (idle), but maintained, vacant
- 5 points - Potentially underutilized (e.g. large factory with just a few cars parked in lot)
- 0 points - Appears to be an active, viable use of property

B Aesthetic Condition of Site
- 5 points - Eyesore (dilapidated buildings/ trash/ overgrown vegetation)
- 3 point - Visually neutral, could use some aesthetic improvement
- 0 points - Visually pleasing, not much work required

C Environmental Conditions (Known or Perceived Environmental Issues)
- 10 points - Monitoring wells, known environmental issues identified by public record data/site visit
- 7 points - ASTs/USTs/dry cleaner/auto repair shop identified by public record data or site visit
- 3 points - Stained concrete, stressed vegetation, adjacent to known incident
- 0 points - No potential environmental problems noted

D Health of the Community
- 10 points - Immediate or known concern to sensitive populations (children and elderly)
- 7 points - Potentially immediate concern to sensitive populations
- 3 points - Unknown concerns
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POTENTIAL REDEVELOPMENT CRITERIA

E Proximity to new development activities currently under construction
- 3 points - Immediately adjacent to new development
- 2 points - Located on the same block as new development
- 1 point - Within 1 to 3 blocks from new development
- 0 points - No new development within 1 to 3 blocks

F High Traffic Intersection
- 3 points - Traffic light
- 2 points - Stop Sign
- 1 point - Light to moderate traffic noted during site visit
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G Proximity to major roads
- 3 points - On a major thoroughfare
- 2 points - On a minor thoroughfare
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H Historical Significance
- 3 point - May be of historical significance
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I Reuse potential (Structures)
- 3 points - Structures in good condition and renovation may be possible
- 2 points - Vacant lot (no demolition necessary)
- 1 point - Structures may not be suitable for re-use and require demolition
- 0 points - Structures of vintage where lead-based paint/asbestos may require abatement

J Parcel within 50-foot Stream Buffer
- 2 points Yes, but may be able to use as a greenway.
- 1 point No
- 0 points Yes (may affect redevelopment, at least in the buffer zone)

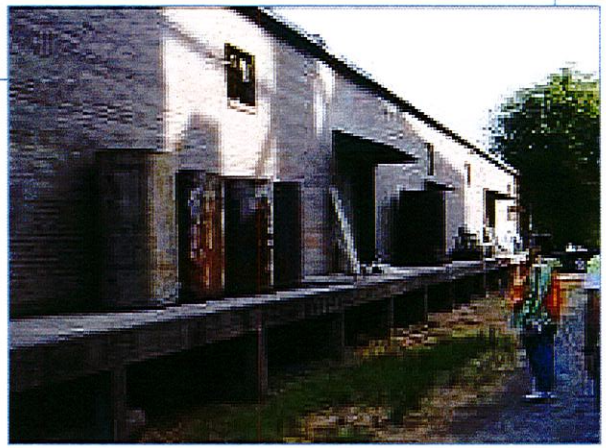
K Parcel proximity to 100-Year Flood Plain
- 3 points No portion of parcel within 100-year floodplain
- 2 points Some or all of parcel in 100-year floodplain but anticipated to be redeveloped into green space/greenways
- 1 point Less than half of parcel within 100-year floodplain
- 0 points Greater than half of parcel within 100-year floodplain

Environmental Site Assessments (ESAs) – Phase I

Phase I ESAs

- ASTM E1527-05
- EPA All Appropriate Inquiries (AAI)

A properly prepared Phase I ESA is one of the requirements of certain landowner liability protections against CERCLA liability.



...assessments performed in accordance with ASTM Standard E 1527-05 satisfy requirements of the EPA All Appropriate Inquiries (AAI) Final Rule.

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Environmental Site Assessments (ESAs) – Phase II

Prior to conducting field work, Work Plans & QAPPS will be submitted to EPA & FDEP (where appropriate) for review and approval.

Phase II ESAs

- Quality Assurance Project Plans (QAPPS)
- Environmental Health & Safety Plan
- Brownfield Agreement Negotiations
- Geophysical Investigations
- Endangered Species & Historic Preservation Surveys
- Wetland Determinations
- Asbestos & Lead-Based Paint Surveys

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Cleanup & Redevelopment Planning

Analysis of Brownfield Cleanup Alternatives (ABCA)

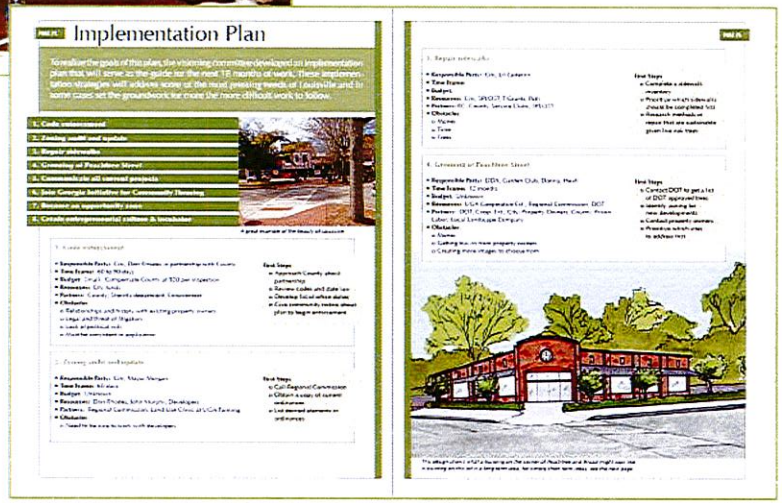
Final Cleanup / Work Plan

Visioning & Design Workshops

Redevelopment Plans

Apply for additional funding

- Cleanup Grants
- Revolving Loan Fund (RLF)
- Other State and Federal Sources



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When Will Participating in the Program Benefit Me?

When the property is ready for sale, development, or redevelopment by a third party, then voluntary participation in the program can provide:

- Environmental due diligence, if required by your lender;
- Complete full environmental assessments and/or cleanup and redevelopment planning on eligible properties;
- Save the property owner and/or developer a large expense depending on the size/nature of the property; and
- Clarify potential environmental uncertainty.

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Where are we now?

Program Development

- EPA Grant Pre-Application (Beginning in 2010)
- Grant Announcement (Spring 2012)
- EPA Grant Application & Work Plan (Summer 2012)
- EPA Awards Cooperative Agreement (2012)
- Select Brownfield Consultant (December 2012)

Assessment

- Public Involvement / Task Force (On-going)
- Site Inventory (On-going)
- Phase I Environmental Site Assessments (TBD)
- Phase II Environmental Site Assessments (TBD)

Cleanup

- Visioning / Charrettes – Redevelopment Planning
- Analysis of Brownfields Cleanup Alternatives (ABCA)
- BFA Negotiation
- Site Acquisition
- Site Cleanup and Remediation

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Work Plan / Community Involvement Plan

U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)
COMMUNITY WIDE HAZARDOUS PETROLEUM ASSESSMENT
COOPERATIVE AGREEMENT WORK PLAN
Cooperative Agreement No. BF-95498012-0

For:

City of Brooksville, Florida

INTERIM FINAL

April 15, 2013

City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601
Mr. Bill Geiger
Community Development Director
(352) 540 – 3810
Email: BGeiger@cityofbrooksville.us

City of Brooksville, Florida
Brownfields Program

Community Involvement Plan

June 20, 2013

City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601
Mr. Bill Geiger
Community Development Director
(352) 540 – 3810
Email: BGeiger@cityofbrooksville.us

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10/21/2013

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Website

Project Status

U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)
COMMUNITY WIDE HAZARDOUS PETROLEUM ASSESSMENT
COOPERATIVE AGREEMENT WORK PLAN
Cooperative Agreement No. BF-95498012-0

for

City of Brooksville, Florida

INTERIM FINAL

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201 Howell Avenue
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Mr. Bill Geiger
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Email: BGeiger@cityofbrooksville.us

Welcome to Brooksville's Brownfields Program. As a recipient of $400,000 of Environmental Protection Agency Brownfield funding in 2012, we are working to identify and assess properties that might be hindered for redevelopment due to the presence or perceived presence of environmental contamination. Completing environmental investigations on these properties will help prepare them for productive reuse.

We encourage your active participation in this project. As you browse through these pages, please contact us with questions, provide input, and join in the discussion.

Learn
about our program

Discover
properties in our site inventory

Track
the status of our project accomplishments

Participate
and become part of the project

Contact
a member of our Project Team

Follow
our story as it unfolds in our Project News

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Brochure

Brooksville's Brownfields Program

Brooksville, Florida, received a Community-Wide Brownfields Assessment Grant from the Environmental Protection Agency (EPA) in 2012 to assess brownfield properties. The City's $400,000 EPA Assessment Grant is split-funded with $200,000 allocated to assess properties that may be contaminated by hazardous substances (such as former industrial properties or dry cleaners) and $200,000 to assess properties that may be contaminated by petroleum (such as former gas stations). The grant was officially awarded to the City of Brooksville on October 1, 2012, and will expire on September 30, 2015. During the three-year timeframe, properties of concern identified by the community and those with high redevelopment potential will be assessed.

WHAT DOES BROWNFIELDS REDEVELOPMENT MEAN FOR YOU?

For every EPA brownfields dollar expended, an average $17 are leveraged. For every $100,000 of EPA dollars spent, an average of 7 jobs are created.

EPA 'Brownfields Benefits' Postcard, June 2013

Working Together to Restore Brooksville's Historic Charm

Working with property owners, developers, and state and federal agencies, Brooksville will focus assessment efforts on sites identified by the community within the city. Environmental uncertainties associated with the previous use of these properties are limiting their economic development potential. As the environmental questions are addressed, properties will be better positioned for redevelopment and ready to capitalize on the historic charm and hospitality found here.

WE WANT YOUR INVOLVEMENT!

Contact the Project Team and provide your input by

* identifying priority sites
* asking questions of the project team
* attending community meetings
* giving your ideas for potential reuse options

The Brownfields Process

1 Inventory:

The first step in the brownfields process is the creation of a site inventory. Here, potential sites are identified, then prioritized for assessment based on possible environmental concern, current status and use of the property, location, and reuse potential among other criteria.

2 Assessment:

Once a site is selected, a Phase I ESA is initiated. This assessment includes historical and regulatory reviews to evaluate potential environmental concerns associated with the property. If concerns are found, a Phase II ESA is typically initiated to evaluate if the property has been adversely impacted, and if so, to what extent. Soil and groundwater samples are collected during the Phase II.

3 Redevelopment Planning:

Should the Phase II ESA indicate cleanup is required, an Analysis of Brownfields Cleanup Alternatives is prepared. This document compares and contrasts different methods of site remediation to determine what is most feasible from both technical and economical perspectives.

4 Site Cleanup:

The final step of a brownfields redevelopment occurs upon regulatory approval of the ABCA. Brooksville's current grant is for assessment only; however, the City is eligible to apply for clean-up funding for certain properties based on set eligibility requirements.

EPA ESTIMATES PROPERTY VALUES WITHIN A ONE-MILE RADIUS OF A BROWNFIELD INCREASE BY $0.5 TO $1.5 MILLION ONCE THE PROPERTY IS CLEANED UP.

EPA 'Brownfields Benefits' Postcard, June 2013

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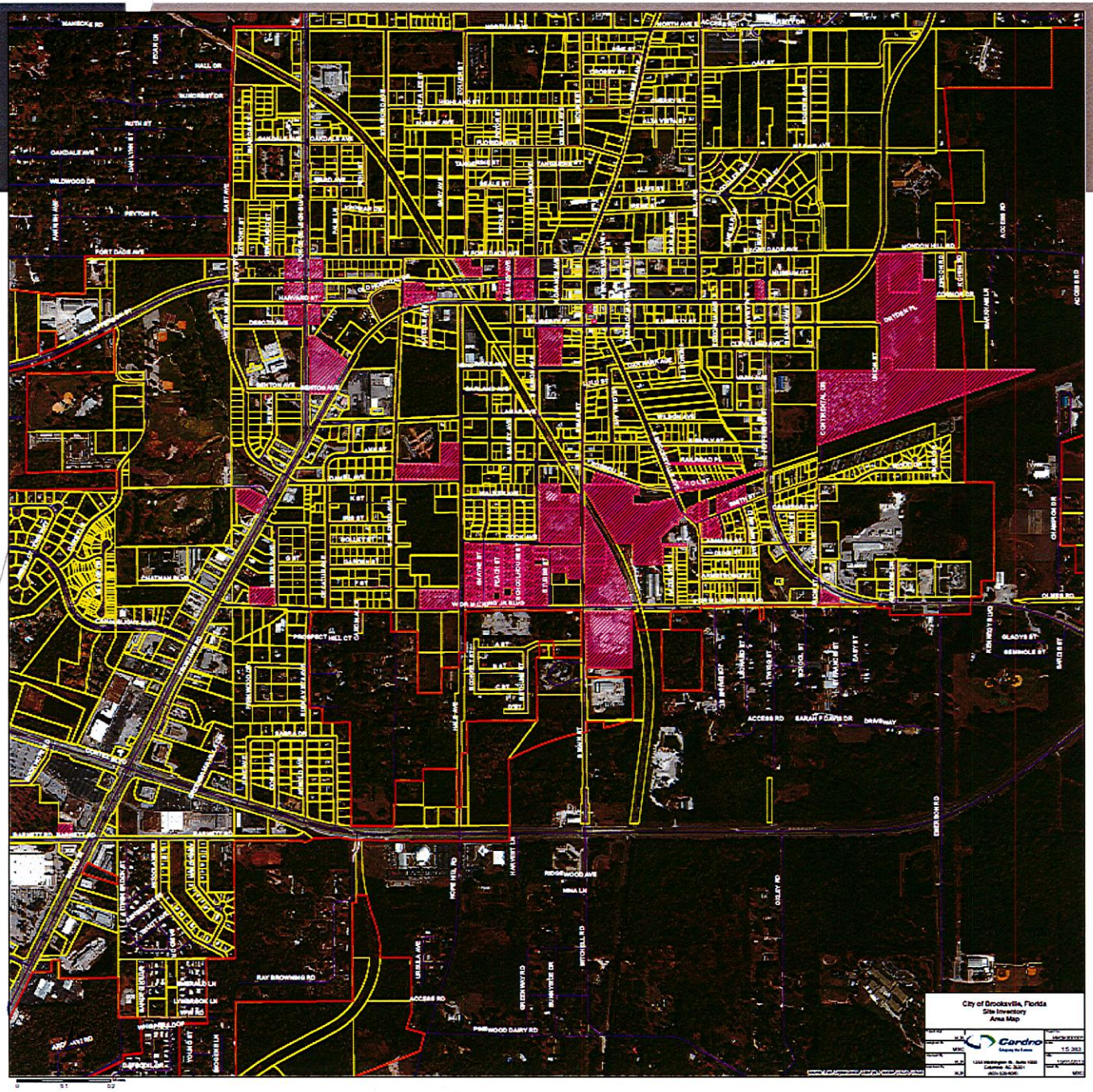
Preliminary Inventory



Ranking Criteria

Field Ranking Criteria for Brownfields Inventory Project

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What's Next?

- Complete site inventory rankings and then discuss findings with the Community Task Force to prioritize
- Once site are prioritized, complete Site Eligibility Forms and submit for approval from EPA and/or FDEP
- Initiate site assessments
  - Phase I ESAs
  - Site-specific Quality Assurance Project Plans (QAPPs)
  - Phase II ESAs
- Cleanup and/or redevelopment planning on selected sites as funding allows

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Contacts

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bgeiger@cityofbrooksville.us

George Foster: 352-796-3374
gfoster@creativeenvironmental.com

Brian Kvam: 803-929-6071
brian.kvam@cardno.com

www.ctcbrownfields.com/brooksville

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AGENDA ITEM NO. E-1
10/21/13

CONSENT AGENDA ITEM
MEMORANDUM

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: RICHARD W. RADACKY, PUBLIC WORKS DIRECTOR

SUBJECT: GARBAGE DUMPSTER PURCHASE

DATE: October 9, 2013

GENERAL SUMMARY/BACKGROUND: The Sanitation Division of the Public Works Department is requesting approval to purchase 40 new dumpsters at a cost of $24,685. The dumpsters will replace aged and worn-out dumpsters for commercial waste accounts. The new dumpsters will also restock inventory for new accounts.

Purchase would be by piggybacking on a City of Lakeland bid, Bid Number 1270A. The City of Lakeland awarded Bid Number 1270A to Iron Container, LLC, Waste Equipment Manufacturer, Miami, Florida. The City of Lakeland has renewed Bid Number 1270A for an additional 12 months in accordance with the same terms and prices of the original bid. Attachment 1 is a letter from the City of Lakeland to authorize piggy backing on their bid. Attachment 2 is a letter from Iron Container, LLC, Waste Equipment Manufacturer, extending to the City of Brooksville the opportunity to purchase dumpsters under the same terms and prices as Iron Curtain provides to the City of Lakeland.

The dumpsters being replaced would not provide a useful function to the City or other unit of government. Therefore, it is recommended that they be declared surplus and sold for scrap metal to a recycler offering the highest price. The funds would be deposited in a Sanitation Reserve Account as the Sanitation Division is a not-for-profit enterprise fund

BUDGET IMPACT: A total of $24,685 was approved by the City Council in the Fiscal Year 2014 Budget for the purchase of dumpsters. Account Number 403-022-534-54317 would be the funding source.

LEGAL NOTE: The City Council has home-rule authority (Article VII, (2), Florida Constitution/Section 166.011, Florida Statutes) to consider matters of fiscal and intergovernmental benefit. Pursuant to Section 5.04 of the City Charter, competitive bidding is required except to the extent Council authorizes otherwise by ordinance. Pursuant to Section 2-304, (a), (1) and (2), of the Code of Ordinances, the amount of expenditure for which the City may obligate itself without competitive bidding by the City is increased provided: (1) the City Manager recommends to the City Council that a specific purchase be made by piggybacking on an award by another governmental entity's competitive bidding process; and, (2) the other governmental entity's

competitive process provides substantially equivalent guarantees of fairness and competitiveness to those of the City.

Pursuant to Subsection 274.05, Florida Statutes, titled Surplus Property, the City Council has the authority and discretion to classify as surplus any of its property that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function. In addition, within the reasonable exercise of its discretion and having consideration for the best interest of the City, the value and condition of property classified as surplus, and the probability of such property's being desired by a prospective bidder in the event of surplus, the City Council may offer surplus property to other governments for sale or donation or sale at a recycling center.

STAFF RECOMMENDATION: Staff recommends that the City Council approve purchase of 40 dumpsters from Iron Container, LLC, by piggybacking on the City of Lakeland Bid, in the not-to-exceed amount of $24,685, and to surplus replaced dumpsters by sale to the highest quote of a recycling center.

ATTACHMENTS:
1. Letter from the City of Lakeland with container prices.
2. Letter from Iron Curtain, LLC.

Attachment 1

City of LAKELAND

MARK D. RAIFORD, CPPB, FCPM, FCPA
Purchasing Manager
Purchasing & Stores Division

November 2, 2012

City of Brooksville Public Works Department
Attn: Mr. Michael McQuown
600 S. Brooksville Ave.
Brooksville, FL 34601

Reference: Bid No. 1270A Annual Supply of Metal Front-End Loader and Roll-Off Containers for the Solid Waste Management Division

Dear Mr. McQuown:

This letter shall constitute authorization to piggyback the above-mentioned bid that was awarded to Iron Container, LLC.

Should you have any questions or require additional information, please contact me.

Sincerely,

Mark D. Raiford, CPPB, FCPM, FCPA
Purchasing Manager

1140 East Parker Street ♦ Lakeland, Florida 33801
Phone 863.834.6780 ♦ www.lakelandgov.net/purchasing
E-mail mark.raiford@lakelandgov.net

ABSTRACT
CITY OF LAKELAND FLORIDA
PURCHASING AND STORES DIVISION
1140 E PARKER STREET
LAKELAND, FL. 33801
PHONE: (863) 834-6780 FAX:(863) 834-6777

City of LAKELAND

Bid Number: 1270A
Title: Annual Supply of Metal Front-End Loader and Roll-Off Containers for the Solid Waste Management Division
Date: 9/27/2011

Bidder: Iron Container LLC | Wastequip MFG Co. LLC

A. Total Firm Unit Price for Metal Containers:

	Estimated Qty	Size	Iron Container LLC	Wastequip MFG Co. LLC			
A.1	10	1 C.Y.	$299.00	$299.00			
A.2	10	2 C.Y.	$359.00	$365.00			
A.3	10	3 C.Y.	$419.00	$443.00			
A.4	20	4 C.Y.	$499.00	$497.00			
A.5	20	6 C.Y.	$640.00	$639.00			
A.6	20	8 C.Y.	$750.00	$751.00			

Attachment 2

IRON CONTAINER, LLC

WASTE EQUIPMENT MANUFACTURER

September 27th 2013

Attn: Michael McQuown
Sanitation Operations Supervisor
City of Brooksville Public Works Dept.
600 S. Brooksville Ave.
Brooksville, FL 34601

Dear Mr. McQuown,
We herby extend to the City of Brooksville the opportunity to purchase steel waste containers under the same terms of the City of Lakeland Bid 1270A "Annual Supply of Metal Front End Loader and Roll Off Containers" agreement. Please find a copy of the City of Lakeland bid and a letter of intent from the City of Lakeland attached with this letter, outlining the prices and other details.

The City of Lakeland has renewed this agreement for another 12 months per the terms of this bid ending on 2014.

If you need anything else please let me know

Regards

Julian Charles
Sales Manager
Iron Container, LLC

3230 N.W. 42 Street, Miami, Florida 33142
Main (305)-726-2150 Facsimile (305)-400-4822
www.ironcontainer.com

AGENDA ITEM NO. E-2
10/21/13

CONSENT AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: RICHARD W. RADACKY, PUBLIC WORKS DIRECTOR

SUBJECT: MOWING CONTRACT WITH BENCHMARK OF CENTRAL FLORIDA, LLC – APPROVAL OF ONE-YEAR EXTENSION

DATE: OCTOBER 11, 2013

GENERAL SUMMARY/BACKGROUND: The Utility Division contracts the mowing of the various treatment plants and pump station sites.

Through the public bidding procedure in 2011, a contractor was selected and an agreement for mowing services was entered into with Benchmark of Central Florida, LLC. (Attachment 1) The original term expires November 6, 2013. The agreement provides for an initial term of two (2) years, with two (2) additional 1-year extensions, provided the rate and terms remain the same.

Benchmark of Central Florida LLC provided a letter of interest in extending the agreement for an additional one-year period at the same rates and terms. (Attachment 2)

BUDGET IMPACT: The cost of this activity is between $17,000 and $19,000 annually depending on the growing season. Funds for this activity are approved in the Fiscal Year 2014 Utility Division Budget, Water and Sewer Account Numbers 401-021-536-5400 and 401-027-536-5400.

LEGAL REVIEW: Council has home-rule authority (Article VIII, 2(b), Florida Constitution, Section 166.011, Florida Statutes) to consider matters of fiscal and intergovernmental benefit.

STAFF RECOMMENDATION: Staff is recommending Council approve the extension of the contract with Benchmark of Central Florida, LLC for an additional one- year period as provided for in the agreement and authorize the Mayor to sign the addendum. (Attachment 3).

ATTACHMENTS:
1. Letter of interest
2. Addendum
3. Original Contract

Attachment 1

Benchmark of Central Florida, LLC
9743 S.E. US. Hwy 441
Belleview, FL. 34420
Ph 352-347-2400
Fax 352-347-2402

RECEIVED
OCT 07 2013
BY:

DATE 10-1-13

Mr. Smith,
We are willing to renew our contract at the same terms for an additional year.

Thank you,

John Summers
Benchmark of Central Florida, LLC.
(352)347-2400
9743 SE US Hwy 441
Belleview, FL. 34420

Attachment 2

ADDENDUM NO. 1

This Addendum is entered into this ____ day of _____, 2013, by and between the **City of Brooksville** and **Benchmark of Central Florida, LLC**. It is expressly agreed by the parties that the Addendum is supplemental to the Mowing Services Agreement of November 7, 2011, of which this Addendum is made a part by reference and all terms, conditions and provisions of the original, unless specifically modified herein, are of full force and effect.

1. Pursuant to Article 2 of the Agreement, the parties hereby agree to extend the term of this Agreement for one (1) additional one (1) year period ending November 7, 2014, conditioned by all the terms and provisions contained in the original agreement.

ATTEST:

By: _____
Janice L. Peters, CMC, City Clerk

(Seal)

CITY OF BROOKSVILLE

By: _____
Lara Bradburn, Mayor

Date Signed: _____

Contractor Witnesses:
(2 Required)

Witness: RONALD W. RADACKY
Name

Signature

Witness: WILLIAM SMITH
Name

Signature

Contractor

Benchmark of Central Florida llc
Business Name

By: _____
Signature

John Summers Owner
Print Name & Title

APPROVED AS TO LEGAL FORM FOR THE RELIANCE OF THE CITY OF BROOKSVILLE ONLY:

_____
THOMAS S. HOGAN, JR., THE HOGAN LAW FIRM
CITY ATTORNEY

Attachment 3

AGREEMENT FOR CONTRACTOR SERVICES FOR MOWING SERVICES BID NO.: SD2011-16

This Agreement made as of this 7TH day of, November, 2011 by and between the **City of Brooksville**, Florida - (the "CITY"), and **Benchmark of Central Florida, LLC**, authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is **308 Poplar Rd., Ocala, FL 34480**, phone:**352-347-2400** fax: **352-347-2402**.

In consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Agreement is to furnish, deliver, and construct all materials, labor, and equipment and to perform all operations in accordance with the plans and specifications and as listed in the Bid Form for Mowing Services, Bid No. SD2011-16.

Services of the CONTRACTOR shall be under the general direction of the CITY MANAGER, who may designate a person to act as the CITY'S representative (hereinafter "REPRESENTATIVE") during the performance of this Agreement.

ARTICLE 2 - SCHEDULE

This contractor shall commence services on November 7, 2011, and complete all services by November 6, 2013.

This Agreement, as indicated above, is for an initial term of two (2) years, unless sooner terminated pursuant to the terms of this agreement. The City shall have the option of extending the term of this Agreement for two (2) additional one (1) year periods conditioned by all terms and provisions contained herein, and at the same rate of compensation, provided the Contractor shall agree with such an extension of term. In the event an extension of term is mutually agreed to, or in that circumstance whereby the rate of compensation is renegotiated, or where any other provision or condition as stipulated herein is changed or altered in any manner, then such extension or change of provision or condition shall be memorialized by an addendum, hereto executed by both parties.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

A. The CITY shall pay to the CONTRACTOR for services satisfactorily performed, which includes all direct charges, indirect charges and reimbursable expenses, if any. The CONTRACTOR will bill the CITY monthly, based on the unit prices per cut as indicated on bid forms A and B.

B. The invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the Department of Public Works, indicating that services have been rendered in conformity with the Agreement, and then will be sent to the Finance Department for payment. The invoice must specify the work performed.

C. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the CITY. This indicates that all services have been performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice shall be waived by the CONTRACTOR.

D. CONTRACTOR acknowledges that it has reviewed the scope of work and inspected the work site and does not anticipate having any CONTRACTOR requested change orders.

ARTICLE 4 - TERMINATION

This Agreement may be terminated by the CONTRACTOR on 30 days prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms hereof through no fault of the CONTRACTOR. It may also be terminated by the CITY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a termination notice and except as otherwise directed by the CITY the CONTRACTOR shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work, and other material related to the terminated work to the CITY.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5 - PERSONNEL

The CONTRACTOR represents that it has or will secure at its own expense all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required herein under shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under State and local law to perform such services.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

ARTICLE 7 - FEDERAL AND STATE TAX

The CONTRACTOR shall be responsible for payment of its own FICA and Social Security benefits with respect to this Agreement and the personnel it employs.

ARTICLE 8 – INSURANCE & BONDS

A. The CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance and bonds required under this paragraph and such insurance has been verified by the CITY.

B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the amount of $100,000/$500,000/$1,000,000 or $1,000,000 combined single limit for property damage and bodily injury liability covering claims which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR. CONTRACTOR shall purchase and maintain a policy or policies of commercial general liability insurance satisfactory in all respects to CITY, and casualty and extended coverage insurance. All policies shall be occurrence form policies and shall name CITY as an additional insured, with the premium thereon fully paid by CONTRACTOR on or before their due date. The general liability insurance policy shall afford minimum protection of $500,000/$1,000,000 or $1,000,000 combined single limit coverage for bodily injury.

Required insurance shall be documented in Certificates of Insurance which provide that CITY shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change. New Certificates of Insurance are to be provided to CITY at least 15 days prior to coverage renewals. City of Brooksville, Florida is to be named as an additional insured entity.

If requested by CITY, CONTRACTOR shall furnish complete copies of its insurance policies, forms and endorsements.

For commercial general liability coverage, CONTRACTOR shall, at the option of CITY, provide an indication of the amount of claims, payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by CITY, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONTRACTOR'S obligation to fulfill the insurance requirements herein.

CONTRACTOR shall also purchase and maintain workers compensation insurance for all obligations imposed by law, with employer's liability limits of at least $1,000,000 each employee/$500,000 policy limit for disease. CONTRACTOR shall also purchase any other coverages required by law.

CONTRACTOR'S maintenance of the insurance policies required hereunder shall not limit or otherwise affect its liability hereunder.

C. In the event that a performance or payment bond is required due to use of grant funds for the project, by City Council or as otherwise required, the CONTRACTOR shall not commence work under this Agreement until it has obtained the required bonds and provided such bonds to the CITY.

ARTICLE 9 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONTRACTOR'S control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the City's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the CONTRACTOR'S subcontractor(s) and is without the fault or negligence of them, the CONTRACTOR shall not be deemed to be in default.

Upon the CONTRACTOR'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without its fault or negligence as determined by the CITY, any affected provision of this Agreement shall be revised accordingly; subject to the CITY's rights to change, terminate, or stop any or all of the work at anytime.

ARTICLE 10 - LIQUIDATED DAMAGES

Liquidated damages shall be paid to the CITY at the rate of $200.00 per day for all work awarded under the contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and Legal Holidays shall be excluded in determining days in default.

It is agreed that the amount is the per-diem rate for damage incurred by reason of failure to complete the work. The said amount is hereby agreed upon as the reasonable costs which may be accrued by the CITY after the expiration of the time of completion. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the CONTRACTOR. The CITY shall have the right to deduct such damages from any amount due, or that may become due the CONTRACTOR, or the amount of such damages shall be due and collectable from the CONTRACTOR or Surety.

ARTICLE 11 - ARREARS

The CONTRACTOR shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

ARTICLE 12 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amount due, all documents and materials prepared by and for the CITY under this Agreement.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent.

Such information and data shall be and will remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

All products generated by the CONTRACTOR for the CITY become the property of the CITY. The CITY may require submission of any electronic file version of reports, data, maps or other submission of documentation produced for or as a result of this project in addition to paper documents.

The CITY and the CONTRACTOR shall comply with the provisions of the Florida Public Records Law.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 13 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation.

ARTICLE 14 - CONTRACT ASSIGNMENT

The CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the CONTRACT or any portion thereof, or of his right, title, or interest therein, without written consent of the CITY. The CONTRACTOR shall complete the work contemplated by the terms and conditions of this Agreement in an amount equivalent to at least 50 percent (50%) of the dollar value of work to be performed under this Contract utilizing its own business or corporate entity, so that no single labor, material man, or subcontractor shall be permitted to perform more than 50% of the work contemplated by this Contract.

ARTICLE 15 - AMENDMENT

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by a written instrument executed by the parties hereto.

ARTICLE 16 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 17 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 18 - SEVERABILITY

If any term or provision on this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 19 - CITY'S REPRESENTATIVE AND AUTHORITY

The person designated by the CITY MANAGER shall serve as the CITY'S REPRESENTATIVE and shall decide questions which may arise as to quality and acceptability of materials furnished and work performed, and shall interpret the intent of the Contract Documents with reasonable promptness.

The REPRESENTATIVE will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

The REPRESENTATIVE may assign Project Inspector(s) who shall serve to assist the REPRESENTATIVE in determining if the work performed and the materials used meet the Contract requirements. The Project Inspector shall be authorized to issue Field Orders. The Project Inspector shall be authorized to stop all or any portion of the work if in his opinion the work is not proceeding according to the requirements of the plans and specifications.

ARTICLE 20 - MODIFICATION

The CITY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY'S notification of a contemplated change, the CONTRACTOR shall (1) if requested by CITY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY in writing if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Agreement.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall issue a contract amendment or change order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 21 - CONTRACT DOCUMENTS

The other documents which comprise the entire Agreement are attached hereto, made a part hereof and consist of the following:

A. Advertisement for Bids.
B. Special Instructions and Conditions
C. General Instructions and Conditions
D. Minimum Technical Specifications
E. Bid Forms
   Bid Certification Form
   Drug-Free Workplace Certification
   Public Entity Crimes Statement

State of Florida License

G. Addendums (if any)

H. Performance & Payments Bonds (if required)

I. Change Orders (if any)

In the event of a conflict between the terms of the above documents and the terms of this Agreement, the terms of this Agreement shall prevail.

There are no contract documents other than those listed above and there are no promises or understandings other than those stated herein.

ARTICLE 22 - VENUE

All applicable laws, regulations and ordinances of the State of Florida, Hernando County and the City of Brooksville will apply to consideration and award of any bid/proposal and the performance of the bidder/proposal pursuant thereto, and shall be governed by the laws of the State of Florida both as to intention and performance. The venue for any action arising from the award or subsequent performance shall lie exclusively in the Circuit Court of Hernando County, Florida, or the United States District Court for the Middle District of Florida, as applicable.

ARTICLE 23 - NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601
Attention: City Clerk
Phone: (352) 540-3853
Fax: (352) 544-5424
Email:

With a copy to: City Attorney
c/o The Hogan Law Firm
P.O. Box 485
Brooksville, Florida 34605

and if sent to the CONTRACTOR shall be mailed to:

Benchmark of Central Florida LLC
38 Poplar Rd.
Ocala, FL 34480

This Agreement is entered into as of the day and year first written above and is executed in at least two original copies of which one is to be delivered to the CONTRACTOR, and one to the CITY CLERK for filing in the official records.

CITY CLERK

Attest: _____
Janice L. Peters, CMC
City Clerk

CITY OF BROOKSVILLE, FLORIDA

By: _____
Frankie Burnett, Mayor

Contractor Witnesses:
(2 REQUIRED)

Witness Freda Summers
Name (Print)

Freda Summers
Signature

Witness CHARLOS BROWN
Name (Print)

_____
Signature

Contractor: John Summers

Benchmark of Central Florida, llc.
Business Name

By: _____
Signature

John Summers (Owner)
Print Name and Title

APPROVED AS TO LEGAL FORM FOR THE RELIANCE OF THE CITY OF BROOKSVILLE ONLY:

_____
THOMAS S. HOGAN, JR., THE HOGAN LAW FIRM, LLC
CITY ATTORNEY

AGENDA ITEM NO. E-3
10/21/13

CONSENT AGENDA
MEMORANDUM

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: JIM DELACH, ASSISTANT FINANCE DIRECTOR

SUBJECT: UTILITY BILL PRINTING SERVICES CONTRACT EXTENSION

DATE: OCTOBER 15, 2013

GENERAL SUMMARY/BACKGROUND: On October 18, 2010, Council awarded the utility bill printing services contract to Southwest Direct of Ft. Myers for an initial 2-year contract, with two 1-year extensions. Council granted approval of the first extension for the period November 1, 2012 through October 31, 2013. Staff is seeking approval for the 2nd and final extension of the contract ending October 31, 2014. The annual cost of the contract is $16,339.20.

BUDGET IMPACT: Funds for our monthly printing of the utility bills are currently budgeted in our 12/13 Budget under Other Contractual Services (53400) in the Water and Sewer Fund and the Sanitation Fund. The two Enterprise Funds share the cost of printing the utility bills. Our current provider is the lowest bidder and adequate monies were budgeted in the new fiscal year.

LEGAL IMPACT: The City Council has Home Rule Authority (Art. VIII, 2(b), Fla. Const./Section 166.011, F.S.) to consider matters of fiscal benefit.

STAFF RECOMMENDATION: Staff recommends extension of the utility bill printing services contract to Southwest Direct for the not-to-exceed annual amount of $16,339.20.

ATTACHMENTS:
1. Letter from SouthWest Direct, Inc.
2. Original Contract

Attachment 1

SouthWest Direct, Inc.
2129 Andrea Lane
Fort Myers, Florida 33912

SOUTHWEST DIRECT

Toll Free 800.968.5798
239.768.9588 • Fax 239.768.0408
www.swdirect.com

October 15, 2013

Mary Cason
City of Brooksville
201 Howell Ave
Brooksville, FL 34601

RE: Bid No. FL2010-07 Utility Bill Printing Services

Dear Mary:

This letter will serve as notice of our agreement to the terms and conditions of our contract for provision of Utility Bill Printing Services for the City of Brooksville for another year. The purpose of which is to extend the contract until October 31, 2014. Should you have any questions, please contact me at 800-968-5798 x21.

Sincerely,

Anthony Correnti
CEO

Attachment 2

AGREEMENT FOR CONTRACTOR SERVICES
UTILITY BILL PRINTING SERVICES
BID NO. FI2010-07

This Agreement made as of this **18th** day of, **October, 2010** by and between the City of Brooksville, Florida - (the "CITY"), and **Southwest Direct, Inc.,** authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is **2129 Andrea Lane, Ft. Myers, FL 33912,** phone: **800-968-5798** fax: **239-768-0408.**

In consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Agreement is to furnish billing services, consisting of printed statement stock, printed envelopes, printing, folding, insertion and mailing of customer user statements, to the City of Brooksville Finance Department, Brooksville, Florida, Hernando County, in accordance with the plans and specifications and as listed in the Bid Form for **Utility Bill Printing Services Bid No. FI2010-07**.

Services of the CONTRACTOR shall be under the general direction of the CITY MANAGER, who may designate a person to act as the CITY'S representative (hereinafter "REPRESENTATIVE") during the performance of this Agreement.

ARTICLE 2 - SCHEDULE

The CONTRACTOR shall commence services November 1, 2010 and complete all services by October 31, 2012. This contract may be extended by mutual agreement, for two (2) additional twelve-month (12) periods up to a cumulative total of forty-eight (48) months.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

A. The CITY shall pay to the CONTRACTOR for services satisfactorily performed no more than **$16,339.20** per year, which includes all direct charges, indirect charges and reimbursable expenses, if any. The CONTRACTOR will bill the CITY in monthly increments.

B. The invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the Finance Department, indicating that services have been rendered in conformity with the Agreement. The invoice must specify the work performed.

ARTICLE 4 - TERMINATION

This Agreement may be terminated by the CONTRACTOR on 30 days prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms hereof through no fault of the CONTRACTOR. It may also be terminated by the CITY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Agreement, the

CONTRACTOR shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a termination notice and except as otherwise directed by the CITY the CONTRACTOR shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work, and other material related to the terminated work to the CITY.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5 - PERSONNEL

The CONTRACTOR represents that it has or will secure at its own expense all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required herein shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under State and local law to perform such services.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

ARTICLE 7 - FEDERAL AND STATE TAX

The CONTRACTOR shall be responsible for payment of its own FICA and Social Security benefits with respect to this Agreement and the personnel it employs.

ARTICLE 8 – INSURANCE & BONDS

A. The CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance and bonds required under this paragraph and such insurance has been verified by the CITY.

B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

CONTRACTOR shall purchase and maintain a policy or policies of commercial general liability insurance satisfactory in all respects to CITY, and casualty and extended coverage insurance. All policies shall be occurrence form policies and shall name CITY as an additional insured, with the premium thereon fully paid by CONTRACTOR on or before their due date. The general liability insurance policy shall afford minimum protection of $500,000/$1,000,000 or $1,000,000 combined single limit coverage for bodily injury.

Required insurance shall be documented in Certificates of Insurance which provide that CITY shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change. New Certificates of Insurance are to be provided to CITY at least 15 days prior to coverage renewals. City of Brooksville, Florida is to be named as an additional insured entity.

If requested by CITY, CONTRACTOR shall furnish complete copies of its insurance policies, forms and endorsements.

For commercial general liability coverage, CONTRACTOR shall, at the option of CITY, provide an indication of the amount of claims, payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by CITY, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONTRACTOR'S obligation to fulfill the insurance requirements herein.

CONTRACTOR shall also purchase and maintain workers compensation insurance for all obligations imposed by law, with employer's liability limits of at least $1,000,000 each employee/$500,000 policy limit for disease. CONTRACTOR shall also purchase any other coverage required by law.

CONTRACTOR'S maintenance of the insurance policies required hereunder shall not limit or otherwise affect its liability hereunder.

C. In the event that a performance or payment bond is required by City Council or otherwise, the CONTRACTOR shall not commence work under this Agreement until it has obtained the required bonds and provided such bonds to the CITY.

ARTICLE 9 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONTRACTOR'S control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the City's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the CONTRACTOR'S subcontractor(s) and is without the fault or negligence of them, the CONTRACTOR shall not be deemed to be in default.

Upon the CONTRACTOR'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without its fault or negligence as determined by the CITY, any affected provision of this Agreement shall be revised accordingly; subject to the CITY's rights to change, terminate, or stop any or all of the work at anytime.

ARTICLE 10 - LIQUIDATED DAMAGES

Liquidated damages shall be paid to the CITY at the rate of $200.00 per day for all work awarded under the contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and Legal Holidays shall be excluded in determining days in default.

It is agreed that the amount is the per-diem rate for damage incurred by reason of failure to complete the work. The said amount is hereby agreed upon as the reasonable costs which may be accrued by the CITY after the expiration of the time of completion. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the CONTRACTOR. The CITY shall have the right to deduct such damages from any amount due, or that may become due the CONTRACTOR, or the amount of such damages shall be due and collectable from the CONTRACTOR or Surety.

ARTICLE 11 - ARREARS

The CONTRACTOR shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

ARTICLE 12 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amount due, all documents and materials prepared by and for the CITY under this Agreement.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent.

Such information and data shall be and will remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

All products generated by the CONTRACTOR for the CITY become the property of the CITY. The CITY may require submission of any electronic file version of reports, data, maps or other submission of documentation produced for or as a result of this project in addition to paper documents.

The CITY and the CONTRACTOR shall comply with the provisions of the Florida Public Records Law and privacy laws and requirements.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 13 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation.

ARTICLE 14 - CONTRACT ASSIGNMENT

The CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the CONTRACT or any portion thereof, or of his right, title, or interest therein, without written consent of the CITY. The CONTRACTOR shall complete the work contemplated by the terms and conditions of this Agreement in an amount equivalent to at least 50 percent (50%) of the dollar value of work to be performed under this Contract utilizing its own business or corporate entity, so that no single labor, material man, or subcontractor shall be permitted to perform more than 50% of the work contemplated by this Contract.

ARTICLE 15 - AMENDMENT

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by a written instrument executed by the parties hereto.

ARTICLE 16 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection

with any provision, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 17 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 18 - SEVERABILITY

If any term or provision on this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 19 - CITY'S REPRESENTATIVE AND AUTHORITY

The person designated by the CITY MANAGER shall serve as the CITY'S REPRESENTATIVE and shall decide questions which may arise as to quality and acceptability of materials furnished and work performed, and shall interpret the intent of the Contract Documents with reasonable promptness.

The REPRESENTATIVE will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

The REPRESENTATIVE may assign Project Inspector(s) who shall serve to assist the REPRESENTATIVE in determining if the work performed and the materials used meet the Contract requirements. The Project Inspector shall be authorized to issue Field Orders. The Project Inspector shall be authorized to stop all or any portion of the work if in his opinion the work is not proceeding according to the requirements of the plans and specifications.

ARTICLE 20 - MODIFICATION

The CITY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY'S notification of a contemplated change, the CONTRACTOR shall (1) if requested by CITY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY in writing if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Agreement.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall issue a contract amendment or change order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 21 - CONTRACT DOCUMENTS

The other documents which comprise the entire Agreement are attached hereto, made a part hereof and consist of the following:

A. Advertisement for Bids.
B. Special Instructions and Conditions
C. General Instructions and Conditions
D. Minimum Technical Specifications
E. Bid Forms
   Bid Certification Form
   Drug-Free Workplace Certification
   Public Entity Crimes Statement
G. Addendums (if any)
H. Performance & Payments Bonds (if required)
I. Change Orders (if any)

In the event of a conflict between the terms of the above documents and the terms of this Agreement, the terms of this Agreement shall prevail.

There are no contract documents other than those listed above and there are no promises or understandings other than those stated herein.

ARTICLE 22 - VENUE

All applicable laws, regulations and ordinances of the State of Florida, Hernando County and the City of Brooksville will apply to consideration and award of any bid/proposal and the performance of the bidder/proposal pursuant thereto, and shall be governed by the laws of the State of Florida both as to intention and performance. Venue for any litigation pertaining to the subject matter of this Bond shall be solely and exclusively in the state circuit and appellate courts in and for Hernando County, Florida. The Principal, Surety and Obligee irrevocably waive any and all rights to have this action brought in any place other than Hernando County, Florida. The parties hereby irrevocably waive any claim that any such action has been brought in an inconvenient forum. The parties agree that this Agreement is consummated and entered into in Hernando County, Florida.

ARTICLE 23 - NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601
Attention: City Clerk
Phone: (352) 540-3853
Fax: (352) 544-5424
Email: jpeters@cityofbrooksville.us

With a copy to: City Attorney
c/o The Hogan Law Firm
P.O. Box 485
Brooksville, Florida 34605

and if sent to the CONTRACTOR shall be mailed to:

Southwest Direct, Inc.
2129 Andrea lane
Ft. Myers, FL 33912

This Agreement is entered into as of the day and year first written above and is executed in at least two original copies of which one is to be delivered to the CONTRACTOR, and one to the CITY CLERK for filing in the official records.

CITY CLERK

Attest _____
Janice L. Peters, CMC
City Clerk

CITY OF BROOKSVILLE, FLORIDA

By _____
Lara Bradburn, Mayor

Contractor Witnesses:
(2 REQUIRED)

Witness MARY BLEVECKI
Name

_____
Signature

Witness Nancy S. Chestney
Name

Nancy S Chestney
Signature

Contractor:

Southwest Direct, Inc.
Business Name

By _____ CEO
Signature

Anthony D. Corrente, CEO
Print Name and Title

Approved as to Form for the reliance of the
City of Brooksville only:

_____
Thomas S. Hogan, Jr., The Hogan Law Firm, LLC
City Attorney

AGENDA ITEM NO. E-4
10/21/13

CONSENT AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCILMEN

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: JAMES DELACH, ASSISTANT FINANCE DIRECTOR

SUBJECT: AUDITING SERVICES CONTRACT

DATE: OCTOBER 9, 2013

GENERAL SUMMARY/BACKGROUND: On October 7, 2013 City Council selected Clifton, Larson and Allen services for the City's Auditing Services for fiscal years beginning FY12/13, FY13/14, and FY14/15.

The City Attorney has negotiated the attached contract with Clifton, Larson and Allen for your review.

BUDGET IMPACT: Monies have been budgeted in the 2013/14 Budget for Auditing Services totaling $71,000.

LEGAL REVIEW: The City Council has Home Rule Authority (Art. VIII, 2(b), Fla. Const./Section 166.011, F.S.) to consider and take action on matters of fiscal benefit.

STAFF RECOMMENDATION: Staff recommends approval of the audit services contract as negotiated by the City Attorney.

ATTACHMENTS: Audit Services Contract

FINANCIAL AUDITING SERVICES CONTRACT

THIS AGREEMENT is entered into by and between the City of Brooksville, Florida, a municipal corporation, (hereinafter the "CITY") and CliftonLarsonAllen LLP (the "Firm").

WHEREAS, the City is required by Fla. Sta. 218.39 to cause an annual financial audit of its accounts and records to be completed within 12 months after the end of its fiscal year by an independent certified public accountant; and,

WHEREAS, the City desires to have performed a financial and compliance audit of the City for certain fiscal years; and,

WHEREAS, the City invited independent Certified Public Accountants licensed in Florida to submit proposals to perform financial and compliance audits; and,

WHEREAS, the City held a Bid Opening on Friday, August 16, 2013 for bids submitted in response to a Request for Proposal (RFP) FI2013-05; and,

WHEREAS, CliftonLarsonAllen LLP, a Florida Professional Association, is a public accounting firm, performs financial auditing services, and submitted a qualifying bid; and,

WHEREAS, the City Council voted to award the bid to CliftonLarsonAllen LLP; and,

WHEREAS, the City desires to engage CliftonLarsonAllen LLP to perform desired financial auditing services.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION AND THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN, AND THE MUTUAL PERFORMANCE OF THE TERMS AND CONDITIONS HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **INCORPORATION OF RECITALS.** The above recitals are true and correct and incorporated into this Agreement as if set forth in haec verba.

2. **SCOPE OF SERVICES.** The Firm agrees to conduct a financial and compliance audit of the City's financial statements for each fiscal year for a period of three years commencing with the fiscal year ending September 30, 2013 and ending with the fiscal year ending September 30, 2015.

   a. The audits shall include an examination of the financial statements of all accounts and funds, including the General Fund, Special Revenues, Capital Projects, Enterprise Funds, Permanent Fund, and Fiduciary Funds.

b. The audit will include tests of the accounting records of the City and other procedures necessary to express an unqualified opinion on the financial statements of the City.

c. The Firm will consider the internal control in order to determine the auditing procedures for the purpose of expressing its opinion on the City's basic financial statements and on its compliance with requirements applicable to major programs and to report on the internal control in accordance with OMB Circular A-133.

d. The Firm will obtain an understanding of the design of relevant controls and whether they have been placed in operation, and it will assess control of risk. Tests of controls may be performed to test the effectiveness of certain controls the Firm considers relevant to preventing and detecting errors and fraud that are material to the basic financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the basic financial statements. Tests of control are required only if control risk is assessed below the maximum level. The tests, if performed, will be less in scope than would be necessary to render an opinion on the internal control and, accordingly, no opinion will be expressed.

e. The Firm will perform tests of controls, as required by OMB Circular A-133, to evaluate the effectiveness of the design and operation of controls that it considers relevant to preventing and detecting material noncompliance with compliance requirements applicable to each of the City's major federal awards programs. The tests will be less in scope than would be necessary to render an opinion on these controls, and accordingly, no opinion will be expressed.

f. The Firm will inform the City of any matters involving internal control and its operation that the Firm considers to be significant deficiencies or material weakness under standards established by the American Institute of Certified Public Accountants. Significant deficiencies and material weaknesses involve matters coming to the Firm's attention relating to significant deficiencies in the design or operation of the internal control that, in the Firm's judgment, could adversely affect the City's ability to record, process, summarize, and report financial data consistent with the assertions of management in the basic financial statements. The Firm will also inform the City of any non-reportable conditions or other matters involving internal control, if any, as required by OMB Circular A-133.

g. The Firm will perform tests of the City's compliance with certain provisions of laws, regulations, contracts and grants.

h. The Firm will request certain written representations from the City's attorney as part of the engagement, and the Firm will request certain written representations from the City about the financial statements and related matters.

i. The Firm will advise the City about appropriate accounting principles and their application.

j. The City may eventually desire to participate in the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting for its Comprehensive Annual Financial Reports (CAFR); hence, the Firm must be prepared to render any necessary assistance in working toward this eventual goal.

k. During the audit, the Firm may be required to meet with various elected or appointed officials to discuss the audit or related matters.

l. Post-audit conferences will be held to review the general audit findings and adjusting journal entries or other changes to the client's prepared financial statements, the Single Audit Report, if applicable, and draft of the management letter.

m. *Additional Services within the Scope.* The City may request additional services at any time from the auditor. To the extent that these services are an extension of the scope of services within this Agreement as a result of increased regulatory requirements, the addition of agencies or funds to be audited, or any other reason beyond the control of the auditor, the auditor will be compensated for such extra services at the Hourly Rate for Interim Services or as otherwise negotiated between the parties.

n. *Additional Services beyond the Scope.* Request for additional services that are beyond the scope of the audit will be addressed in writing and approved by City Council.

3. **AUDIT REPORTS.** The following reports are expected at the completion of each of the three (3) fiscal year audits (unless otherwise stated):

a. A report on the examination of the financial statements inclusive of all accounts and funds. The reports shall contain a statement of the auditor's professional assessment on whether the information contained within the financial statement is fairly represented and in conformance with generally accepted accounting principles. If the auditor cannot favorably opine on this, the reasons shall be stated in the report. The auditor also will offer an opinion on the fairness of the supplemental financial information presented in the combined financial statements in relation to the general purpose financial statements.

b. A detailed management letter shall be prepared in each of the three (3) fiscal years for use by the City and the Finance Department. It shall include a summation of the audit findings and recommendations on the financial statements, internal controls, accounting systems, legality of actions and other evaluations deemed professionally important.

c. Twenty-five (25) copies of the complete Audit are required. An electronic copy of the audit should be provided in PDF format on a CD at the time the hard copies are provided. The City is required to forward an electronic copy of the Audit Report to the Florida Auditor General according to on Florida Auditor General Rule 10.558(2).

d. The auditor's comments in the management letter shall make special mention of the following material items discovered within the scope of the audit:

    i. Whether irregularities reported in preceding audit(s) have been corrected;

    ii. Whether recommendations made in preceding audit(s), if adopted by the City, have been implemented;

    iii. Any violation of the laws, rules and regulations discovered during the audit;

    iv. Any illegal expenditures discovered within the scope of the financial audit;

    v. Any improper or inadequate accounting procedures discovered within the scope of the financial audit;

    vi. Any failure to properly record financial transactions discovered within the scope of the audit;

    vii. All other inaccuracies, irregularities, shortages and defalcations discovered within the scope of the financial audit;

    viii. All differences between the financial report filed with the Department of Banking and Finance pursuant to Section 218.32 and the annual audit report for the said period;

    ix. Compliance with the auditor general's rules on tangible personal property; and

    x. Recommendations to improve the City's present accounting management procedures and internal control.

xi. A report on compliance with terms, covenants, and provisions of all City Bond Issues.

e. Reports on internal control structure and compliance in accordance with Single Audit Act Guidelines and Regulations for each of the three (3) fiscal years. These reports will be incorporated into the City's CAFR, if one exists.

f. If a CAFR is prepared in future years, the auditor will provide the necessary reproduction, divider pages, report covers and binding for the Comprehensive Annual Financial Report, the single audit, if applicable, and the management letter.

4. **AUDIT STANDARDS, PROCEDURES AND REQUIREMENTS.** The audits are to be performed in accordance with the following:

a. The audit will be conducted in accordance with auditing standards generally accepted in the United States of America.

b. The audit will be conducted in accordance with any applicable State of Florida requirements for audits performed by municipalities, including Fla. Stat. 11.45 and regulations of the Florida Department of Banking and Finance.

c. The Firm agrees to conduct the audit in accordance with the rules adopted by the Auditor General for form and content of local government entity audits, Chapter 10.550, Rules of the Auditor General.

d. The Firm agrees to adhere to "Generally Accepted Auditing Standards" as amended from time to time, as established by the American Institute of Certified Public Accountants.

e. The Firm agrees to adhere to and to conduct the audit examination in accordance with "Generally Accepted Auditing Standards and Governmental Auditing Standards" issued by the Comptroller General of the United States.

f. The audit shall follow the required GASB 34 procedures.

g. The audit will be conducted in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. OMB Circular A-133 requires that the Firm plan and perform the audit to obtain reasonable assurance about whether the City has complied with certain provisions of laws, regulations, contracts, and grants. The Firm's procedures will consist of the applicable procedures described in OMB's compliance supplement.

h. The Firm's procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions.

i. The auditing process shall include the necessary procedures to establish compliance with the Single Audit Act, if applicable, plus other guidelines, requirements and regulations necessary for issuing a single audit report.

j. The Firm acknowledges that they are currently aware of federal and state laws applicable to municipal audits and that the Firm will maintain current knowledge of same during the term of the Agreement.

k. The Firm agrees to staff the audit with personnel educated and experienced in performing municipal audit services and will provide a staffing level of no less than two accounting or auditing professionals on a full-time basis for the conduct of fieldwork and report preparation, and two additional accounting or auditing professionals on a part-time basis for assistance and quality review procedures, with oversight being provided by a Managing Director.

l. The Firm agrees to maintain and make available its working papers without charge to any federal or state agency upon appropriate request, and in accordance with applicable federal and state grant provisions.

m. As is required by Government Auditing Standards, the Firm agrees to provide the City with its most recent quality control review report at the time this Agreement is executed.

5. **AUDIT SCHEDULE.** The Firm expects to begin the audit approximately December 1 following each fiscal year end and to issue reports no later than March 31 of that year. Conferences, meetings and final drafts are to be completed no later than March 15th and final reports must be provided no later than March 31st. The final audit (with required copies) is to be completed and submitted to the City by March 31st annually. Extension for the time of completion may be allowed for good cause by the City.

Interim Audit Procedures	Interim Audit Activities will be coordinated and scheduled with the Firm, the City Manager and the Finance Manager.
Fiscal Year End	September 30
Books are closed; Field Work Begins	December 1; January 6th
Field Work is Completed	No later than January 31st
Draft Statements and Management Letter	February 17th
Final Reports	February 28th
Annual Report to City and State	March City Meeting

6. **FEE FOR SERVICE.** The Firm's fees for audit services set forth in this paragraph are maximum fees allowed under this Agreement. At no time will fees for services under this Agreement exceed those detailed in this paragraph.

a. Annual Per Year Auditing Fee

Staff	Hours	Hourly Rate	Not to Exceed Fee
Partners	40	$225	$ 9,000
Manager	100	$175	$17,500
Senior	167	$150	$25,050
Staff	169	$125	$21,125
Administrative	8	$ 75	$ 600
Subtotal			$73,275
Discount			- 18,275
Total 2013			$55,000
Total 2014			$56,650
Total 2015			$58,350

b. Separate Single Audit Fee — $3,500 for the first major Program and $3,000 for each major program thereafter

c. CAFR — Not to Exceed $5000

d. Hourly Rates for Interim Services

i.	Directors/Partners	$ 225
ii.	Managers	$ 175
iii.	Seniors	$ 150
iv.	Staff	$ 125
v.	Administrative	$ 75
vi.	IT Partner	$ 245
vii.	IT Manager	$ 200

e. Annual Escalation Rate. See section "a" above.

f. If significant additional time is necessary, the Firm agrees to discuss the matter with the City and arrive at a new estimate before the Firm incurs additional costs. Additional fees to cover additional services will need to be agreed to by the City and the Firm prior to the affected year's engagement.

g. Other Fees and Expenses. Any fees involved for reasonable personnel costs and out-of-pocket expenses associated with the work paper review will be the responsibility of the Firm.

7. **TERMS OF PAYMENT.** The City shall be invoiced on a monthly basis for services rendered in the previous month. Invoices shall describe, with specificity the services rendered and the time or person providing such service, when such elements are factors in deriving the fee being charged. Payments of invoices are payable within 30 days of receipt by City. Work may be suspended by the Firm if the account becomes 60 days or more overdue and may not be resumed until the account is brought current.

8. **CITY OBLIGATIONS.** The City's Books of Account will be closed no later than December 31st. Financial statements together with the working papers will be prepared by the accounting staff for all funds and accounts and will be available on or before December 31st. Copies of prior years' financial statements and budgets will be made available. The City will provide confirmations, supporting schedules and documentation. Clerical assistance will be available to help retrieve documents, such as paid checks and invoices. The City's accounting staff will prepare a supporting schedule for all notes to the financial statements.

9. **FISCAL NON-FUNDING CLAUSE.** In the event sufficient budgeted funds are not available for a new fiscal year, the City shall notify the Firm of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the City.

10. **TERM OF AGREEMENT.** The term of this Agreement is for completion of services for each of the three (3) fiscal years ending September 30, 2013, 2014 and 2015. The Firm is eligible for an additional annual extensions of this contract, at the end of this obligation, subject to the discretion of the City Council, negotiation of fees and services and mutual agreement of both parties.

11. **MODIFICATION AND ASSIGNMENT.** This Agreement shall not be abrogated, changed, or modified without the written consent of both parties. This Agreement may not be assigned, subcontracted, transferred, or pledged by either party without the other parties' written consent.

12. **TERMINATION.** This Agreement cannot be terminated by the Firm after May 1 of each year. Prior to May 1, either party may terminate the agreement by giving ninety (90) days written notice thereof, and payment of any lump sums due for serviced performed, up to the date of receipt of the written notice.

13. **CONTRACT DOCUMENTS & ENTIRE AGREEMENT.** The Contract Documents shall consist of this Agreement, Request for Proposal (RFP) FI2013-05 (Exhibit A), the Firm's response to said RFP (Exhibit B), and, the Firm's Engagement Letter (Exhibit C). In case of any conflict, this Agreement shall take precedence, then the RFP. This Agreement constitutes the complete agreement between the City and the Firm relating to matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters.

14. **DEFAULT**. Neither party shall declare the other in default of any provisions of this Agreement without giving the other party at least thirty (30) days advance written notice of intention to do so, during which time the other party shall have the opportunity to remedy the default. The notice shall specify the default with particularity.

15. **NOTICE.** All notices, demands, and other writings required under this Agreement shall be deemed to have been fully given or made or sent when (i) mailed in writing and deposited in the United States Mail, postage pre-paid, and addressed to the parties at the addresses noted in this Agreement or (ii) delivered by nationally recognized courier, receipt of recipient acknowledged by signature. Any notice or disclosures required under this Agreement and any changes to addresses shall be made in accordance with this notice provision. Notices shall be sent to:

Michael E. Carter, CPA
Managing Director
CliftonLarsonAllen LLP
18 North Broad Street
Brooksville, Florida 34601

T. Jennene Norman-Vacha
City Manager
City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601

With a Copy To:
The Hogan Law Firm, LLC
20 S. Broad Street
Brooksville, Florida 34601

16. **HOLD HARMLESS.** The City of Brooksville will be held harmless from any adverse legal or financial actions, or liability resulting from or incident to any of the Firm's activities under this Agreement.

17. **DISCLAIMER.** Other than the covenants and performance contemplated herein, neither party has made promises, representations or warranties. It is expressly acknowledged and agreed that the terms and provisions of this Agreement are for the benefit of the parties hereto.

18. **PARTIES BOUND.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, and assigns.

19. **WAIVER.** No waiver or estoppel as to or against any party shall result from any failure to exercise or enforce any right or power hereunder, save only to the extent necessarily implied as to the particular matter directly concerned and then only for time being with respect thereto, and not in any way as to the future or as to any other matter.

20. **SEVERABILITY.** Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

21. **ATTORNEY'S FEES.** If any action is commenced to construe or enforce this Agreement or the rights and duties created hereunder, then each party shall be responsible for its own attorney's fees and costs.

22. **GENERAL.** The parties agree to sign all such documents and do all such things as may be necessary or desirable to completely and effectively carry out the terms and conditions of this Agreement. Time shall be of the essence of this Agreement. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this Agreement.

23. **GOVERNING LAW.** All questions, issues or disputes arising out of or under this Agreement, shall be governed by the laws of the State of Florida without regard to its conflicts of laws principles. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties only in the County or Circuit Court in and for Hernando County, Florida or U.S. District Court for the Middle District of Florida, Tampa Division, Hillsborough County, Florida and each of the parties irrevocably consents to the jurisdiction of such court (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

IN WITNESS WHEREOF the City of Brooksville and _____ have respectively signed and executed this Agreement on this _____ day of October, 2013.

CLIFTONLARSONALLEN LLP	**CITY OF BROOKSVILLE, FLORIDA**
_____	_____
Signature	*Signature*
Michael E. Carter , CPA	Lara Bradburn
Printed Name	*Printed Name*
Managing Director	Mayor
Title	*Title*
_____	_____
Date	*Date*

_____
Attested to By the City Clerk,
Janice L. Peters.

AGENDA ITEM NO. F-1
10/21/13

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCILMEN

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: GEORGE TURNER, POLICE CHIEF

SUBJECT: **Ordinance No. 730-A - Noise From Vehicles**

DATE: **October 9, 2013**

GENERAL SUMMARY/BACKGROUND: In November 2006 the City of Brooksville City Council passed Ordinance No. 730, which addressed/regulated noise from vehicles. A subsequent constitutional issue was raised which resulted in a stoppage of enforcement of said ordinance.

In 2013 the Florida Supreme Court ruled that the "plainly audible standard" was not unconstitutionally vague (*State v. Catalano, 104 So3d 1069.Fla 2013*). The Supreme Court ruling in this regard did address certain provisions in Ordinance 730 which requires an amendment to Article III, Chapter 82, Section 82-52. Ord. 730-A complies with this change.

Council, at its October 7, 2013 meeting approved Ordinance 730-A for first reading.

IMPACT: There is no negative budget impact as a result of this ordinance.

LEGAL REVIEW: Pursuant to home rule authority provided for by Article VII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, and Section 1.03 of the Charter of the City of Brooksville, the City Council has the power to conduct municipal functions and to adopt ordinances.

STAFF RECOMMENDATION: Staff recommends approval of Ord. No. 730-A upon second reading.

ATTACHMENT: Ord. No. 730-A.

ORDINANCE NO. 730-A

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF BROOKSVILLE, FLORIDA, ARTICLE III, CHAPTER 82, "NOISE FROM VEHICLES", SECTION 82-52 PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA as follows:

SECTION 1. The Code of Ordinances of the City of Brooksville, Florida, Chapter 82, Section 82-52 "Noise From Vehicles," is hereby amended as follows:

Chapter 82

TRAFFIC AND VEHICLES

. . .

ARTICLE III. NOISE FROM VEHICLES

Sec. 82-52. Operation of radios or other mechanical sound making devices or instruments in vehicles; exemptions.

(a) It is unlawful for any person operating or occupying a motor vehicle on a street or highway to operate or amplify the sound produced by a radio, audio player, or other mechanical sound making device or instrument from within the motor vehicle so that the sound is:
   (1) Plainly audible at a distance of 25 (twenty-five) or more feet from the motor vehicle; or
   (2) Louder than necessary for the convenient hearing by persons inside the vehicle in areas adjoining churches, schools, or hospitals.

(b) The provisions of this section shall not apply to any law enforcement motor vehicle equipped with any communication device necessary in the performance of law

enforcement duties or to any emergency vehicle equipped with any communication device necessary in the performance of any emergency procedures.

~~(c) The provisions of this section do not apply to motor vehicles used for business or political purposes, which in the normal course of conducting such business use sound making devices.~~

(~~d~~c) The provisions of this section do not apply to the noise made by a horn or other warning device required or permitted by Florida Statutes, Chapter 316.

(~~e~~d) A violation of this section is a noncriminal infraction.

SECTION 2. Conflict. Any ordinance or code of the city, or any portion thereof, in conflict with the provisions of this ordinance, is hereby repealed to the extent of such conflict.

SECTION 3. Severability. In the event that any portion or section of this ordinance is determined to be invalid, unlawful or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this ordinance, which shall remain in full force and effect.

SECTION 4. Effective Date. This ordinance shall take effect immediately upon its adoption by the Brooksville City Council.

ADOPTED IN REGULAR SESSION THIS 7TH DAY OF OCTOBER, 2013, A.D.

CITY OF BROOKSVILLE

ATTEST: _____
Janice L. Peters, CMC, City Clerk

By: _____
Lara Bradburn, Mayor

PASSED on First Reading October 7, 2013
NOTICE Published on October 11, 2013
PASSED on Second & Final Reading _____

APPROVED AS TO FORM FOR THE RELIANCE OF THE CITY OF BROOKSVILLE ONLY:

James Fisher
Thomas S. Hogan, Jr., The Hogan Law Firm, LLC
City Attorney

VOTE OF CITY COUNCIL
Bernardini _____
Bradburn _____
Burnett _____
Hohn _____
Johnston _____

AGENDA ITEM NO. G-1
10/21/13

AGENDA ITEM
MEMORANDUM

TO: **Honorable Mayor and City Council Members**

VIA: **T. Jennene-Norman Vacha, City Manager**

FROM: **Clifford A. Taylor, Esq., Assistant City Attorney**

SUBJECT: **Resolution to Designate the City Clerk as the Clerk for the Hearing Officer concerning civil infraction violations under the Red Light Camera Ordinance (City Ordinance No. 758).**

DATE: **October 15, 2013**

GENERAL SUMMARY/BACKGROUND: The proposed resolution designates the City Clerk as the Clerk for the Hearing Officer assigned to hear civil violations under the Red Light Camera Ordinance (City Ordinance No. 758).

BUDGET IMPACT: No additional staff or other resources are anticipated, other than the additional duties assigned to the city clerk. Accordingly, the resolution itself will have no budget impact.

LEGAL REVIEW: The City Council has Home Rule authority pursuant to (Article VIII, 2(b), Florida Constitution, and F.S. §166.011) to consider and adopt the proposed resolution. Further section 316.0083(5)(b), Florida Statutes, requires the city to so designate an existing staff member to serve as the Clerk for the Hearing Officer.

STAFF RECOMMENDATION: Staff recommends enactment of the proposed resolution upon roll call vote.

Attachments: Proposed Resolution.

00429686

RESOLUTION NO: 2013-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, DESIGNATING THE CITY CLERK TO SERVE AS CLERK TO THE LOCAL HEARING OFFICER IN MATTERS INVOLVING THE USE OF AND REGULATION OF CAMERAS, PURSUANT TO CHAPTER 316, FLORIDA STATUTES, AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. This Resolution of the City of Brooksville, Florida (the "City"), is adopted pursuant to City Ordinance No. 758 (the "Red Light Camera Ordinance"), as amended and supplemented from time to time, section 316.0083(5)(b), Florida Statutes, and other applicable provisions of law.

SECTION 2. DEFINITIONS. This Resolution is the Designation and Appointment of the City Clerk, or her/his designee, to serve as the Clerk to the local hearing officer for civil infractions related to City Ordinance No. 758 and pursuant to Chapter 316 of the Florida Statutes. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Red Light Camera Ordinance and under Chapter 316 of the Florida Statutes.

SECTION 3. FINDINGS. It is hereby ascertained, determined and declared as follows: That the City Clerk, or her/his designee, is qualified to serve as the Clerk to the local hearing officer related to hearings involving civil infractions related to the "Red Light Camera Ordinance."

SECTION 4. RATIFICATION AND CONFIRMATION OF DESIGNATION AND APPOINTMENT OF CLERK. The Initial Designation and Appointment of the City Clerk, or her/his designee, to serve as the clerk to the local hearing officer is hereby ratified and confirmed.

SECTION 5. EFFECT OF ADOPTION OF RESOLUTION. The adoption of this designation and appointment of the City Clerk, or her/his designee, to act as the clerk to the local hearing officer shall be the final act of designation required by section 316.0083(5)(b), Florida Statutes.

SECTION 6. REPEALER CLAUSE. All resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters regulated, herein.

SECTION 7. SEVERABILITY CLAUSE. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affects the validity of the other provisions in this Resolution.

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

DULY ADOPTED this 21st day of October, 2013.

CITY OF BROOKSVILLE

SEAL

By: _____
Lara Bradburn, Mayor

ATTEST: _____
Janice L. Peters, CMC, City Clerk

VOTE OF CITY COUNCIL
Bernardini ____
Bradburn ____
Burnett ____
Hohn ____
Johnston ____

APPROVED AS TO FORM FOR THE RELIANCE OF THE CITY OF BROOKSVILLE ONLY:

_____
Thomas S. Hogan, Jr., The Hogan Law Firm, LLC
City Attorney

AGENDA ITEM NO. 11
10/21/13

CITY OF BROOKSVILLE
COMMUNITY REDEVELOPMENT AGENCY (CRA)
201 Howell Avenue
Brooksville, FL 34601

AGENDA

October 21, 2013 **7:00 P.M.**

A. CALL TO ORDER

B. REGULAR AGENDA

1. Minutes

a) January 7, 2013 Regular Meeting
b) February 4, 2013 Regular Meeting
c) September 25, 2013 Budget Hearing

2. Coastal Engineering Associates, Inc. Professional Consultant Services Contract and Agreement Extension

Consideration of 1-year extension of current Contract for the update of the Community Redevelopment Plan and additional professional services related to Community Redevelopment Agency/Area Projects.

Presentation:	Director of Community Development
Recommendation:	Approval and authorization to extend original contract
Attachments:	Memo from Director of Community Development dated 10/01/12; Third Addendum

C. ADJOURNMENT

In accordance with the Americans with Disabilities Act, persons with disabilities needing a special accommodation to participate in this proceeding should contact the City Clerk's office 48 hours in advance of the meeting at (352) 540-3853. Meeting agendas and supporting documentation are available from the City Clerk's office and on line at www.cityofbrooksville.us.

CRA AGENDA ITEM NO. B-1(a)
10/21/13

CITY OF BROOKSVILLE
COMMUNITY REDEVELOPMENT AGENCY MEETING
CITY HALL, COUNCIL CHAMBERS
201 HOWELL AVENUE
BROOKSVILLE, FL 34601

MINUTES

January 7, 2013 **7:00 PM**

Brooksville Community Redevelopment Agency met with Chairman Lara Bradburn, Vice Chairman Kevin Hohn, Board Members Joe Bernardini, Frankie Burnett and Joseph E. Johnston, III, present. Also present were Butch Battista, City Attorney; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, City Clerk/Board Secretary; Bill Geiger, Community Development Director; Mike Walker, Director of Parks, Facilities & Recreation; Richard Radacky, Director of Public Works; George Turner, Police Chief; and Tim Mossgrove, Fire Chief. Members of the Hernando Times and Hernando Today were also present.

The meeting was called to order by Chairman Bradburn at 8:14 p.m.

REGULAR AGENDA

Resolution No. 2013-01 Community Redevelopment Plan Update

Presentation of the revised Community Redevelopment Plan for the downtown area for review and recommendation for approval by City Council.

Director of Community Development Bill Geiger briefly reviewed. Changes made are based on meetings with Council Members and a provision for Brownfields located within the Community Redevelopment area that would be eligible for tax implement funding.

Board Member Burnett had concerns with the map. Director Geiger reviewed the CRA area as defined on the 1998 map.

Don Lacey of Coastal Engineering reviewed the CIP plan was revised to move the storm water enhancement forward to help downtown development by establishing a coordinated drainage system.

Board Member Hohn would like to see an implementation plan. Director Geiger stated staff is currently coordinating with Coastal Engineering on Task Order Number 2 on the implementation plan and brought to City Council at the February 4th meeting.

Chairman Bradburn indicated this document will continue evolving as there are a number of components yet to be developed with Council input. She felt the Capital Improvement Program is the most important piece of the document.

Motion:

Motion was made by Board Member Johnston and seconded by Board Member Burnett for referral of the resolution to City Council for approval, adopting the plan update. Motion carried 5-0.

Minutes

October 15, 2012 Regular Meeting

Motion:

Motion was made by Board Member Johnston and seconded by Board Member Burnett for approval of Minutes. Motion carried 5-0.

ADJOURNMENT

There being no further business to consider, the meeting adjourned at 8:28 p.m.

_____
City Clerk/Board Secretary

ATTEST: _____
Chairman

CRA AGENDA ITEM NO. B-1(6)
10/21/13

CITY OF BROOKSVILLE
COMMUNITY REDEVELOPMENT AGENCY (CRA)
201 HOWELL AVENUE
BROOKSVILLE, FL 34601
MINUTES

February 4, 2013 **7:00 P.M.**

Brooksville Community Redevelopment Agency met with Chairman Lara Bradburn, Vice Chairman Kevin Hohn, Board Members Joe Bernardini, Frankie Burnett and Joseph E. Johnston, III, present. Also present were James Fisher, City Attorney; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, City Clerk/Board Secretary; Bill Geiger, Community Development Director; Mike Walker, Director of Parks, Facilities & Recreation; Richard Radacky, Director of Public Works; George Turner, Police Chief; and Tim Mossgrove, Fire Chief. Members of the Hernando Today were also present.

The meeting was called to order by Chairman Bradburn at 7:30 p.m.

REGULAR AGENDA

Coastal Engineering Associates, Inc. Professional Consultant Services Task Order #2

Providing for Program Implementation of Portions of the Community Redevelopment Plan Capital Improvement Program.

Director of Community Development Bill Geiger reviewed Phase II and the Task Order.

Board Member Bernardini asked that the Beautification Board be involved in sub-task one for enhancements to the downtown area.

He asked once the tasks are complete does that information belong to the City. Mr. Manuel affirmed that it does.

Board Chair Bradburn asked is the consultant fees $92,500. Director Geiger affirmed the fees are to implement the projects as described in the scope.

Board Chair Bradburn asked where the CRA Board gets involved in the Downtown Beautiful section. Director Geiger indicated it could be added to the sub-scope.

Board Chair Bradburn felt planning for the future is one of the most important tasks they will ever do as City Council. She pointed out Section 3, Storm water Master Plan relates to design criteria to allow future infill in the community to plan certain areas and take advantage of vacant areas to promote redevelopment. She next referenced Section 4, emphasizing it is not additional signage but better signage. She then referenced Task 3; needs reference to the input of the CRA Board.

Board Member Johnston suggested additions be made part of the scope of services on the first page.

Motion:

Motion was made by Board Member Burnett and seconded by Board Member Bernardini for approval of Task Order #2 with amendments. Motion carried 5-0.

ADJOURNMENT

There being no further business to consider, the meeting adjourned at 7:38 p.m.

City Clerk/Board Secretary

ATTEST: _____
Chairman

CRA AGENDA ITEM NO. B-1 (c)
10/21/13

CITY OF BROOKSVILLE
COMMUNITY REDEVELOPMENT AGENCY (CRA)
201 Howell Avenue
Brooksville, FL 34601

AGENDA

September 25, 2013 **6:30 P.M.**

Brooksville Community Redevelopment Agency met with Chairman Lara Bradburn, Vice Chairman Kevin Hohn, Board Members Joe Bernardini, Frankie Burnett and Joseph E. Johnston, III, present. Also present were James Fisher, City Attorney; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, City Clerk/Board Secretary; Bill Geiger, Community Development Director; Mike Walker, Director of Parks, Facilities & Recreation; Richard Radacky, Director of Public Works; George Turner, Police Chief; and Tim Mossgrove, Fire Chief. Members of the Hernando Today were also present.

The meeting was called to order by Chairman Bradburn at 8:11 p.m.

REGULAR AGENDA

CRA Resolution No. 2013-13 Community Redevelopment Agency Budget.

Ratification of CRA Budget.

Board Chair Bradburn referenced the resolution.

Motion:

Motion was made by Board Member Burnett and seconded by Vice Chair Hohn for approval of CRA Resolution No. 2013-13.

City Clerk Peters read CRA Resolution No. 2013-13 by title, as follows:

> **A RESOLUTION ADOPTING THE ANNUAL BUDGET FOR THE CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY FOR THE 2013-2014 FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

Board Chair Bradburn asked for public input, asking if Mr. Robert Buckner has anything. He jokingly advised he needed the size of the CRA district increased.

Board Member Johnston, referencing Operating and Capital Expenditures of $339,315 versus Attachment 2, the Capital Improvement Program showing expenditures of $317,945, asked for an explanation of the differences. Director Geiger advised the difference is in part, due to the carry forward from current year and includes Operating, which is different than Council's operating budget.

Vice Chair Hohn asked what the process for resizing the CRA would be. Director Geiger advised it would be basically the same as creating a new CRA. The area has to be evaluated and document blighted conditions within the area. You also have to take into consideration any active expanding CRAs that's taking tax revenues and dedicating a portion of it to go back to just that district.

Chair Bradburn advised the CRA system is something that is being contested on the legislative level as well. Some are working to disband CRAs around the state. The Florida League of Cities is involved. She indicated it would be very difficult to expand further. Director Geiger added that, as a taxing authority, the County would also have to agree to the expansion as they would be impacted as well.

Motion carried 5-0 upon roll call vote as follows:

Board Member Bernardini	Aye
Board Member Burnett	Aye
Board Member Johnston	Aye
Vice Chairman Hohn	Aye
Chairman Bradburn	Aye

ADJOURNMENT

There being no further business to consider, the meeting adjourned at 8:19 p.m.

City Clerk/Board Secretary

ATTEST: _____
Chairman

C. ADJOURNMENT

CRA AGENDA ITEM NO. B-2
10/21/13

COMMUNITY REDEVELOPMENT AGENCY
AGENDA ITEM
MEMORANDUM

TO: CRA CHAIRPERSON AND AGENCY MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: BILL GEIGER, COMMUNITY DEVELOPMENT DIRECTOR/ CRA EXECUTIVE DIRECTOR

SUBJECT: CONTRACT EXTENSION PROFESSIONAL SERVICES AGREEMENT WITH COASTAL ENGINEERING ASSOCIATES, INC.

DATE: OCTOBER 1, 2013

GENERAL SUMMARY/BACKGROUND: On November 15, 2010, the City of Brooksville Community Redevelopment Agency entered into an Agreement with Coastal Engineering Associates, Inc., to provide Professional Consultant Services on a Task Order basis that may include planning, design, analysis, project management and related services for the benefit of the CRA.

The term of the agreement was for one (1) year with provisions to extend the term upon mutual agreement for three additional one (1) year terms (Reference Section 1 of the Agreement). This would be the third addendum to extend the term of the Agreement.

There have been two Task Orders issued pursuant to this Agreement to date. Task Order No. 1 involved the consultant working with staff to prepare a comprehensive update of the Community Redevelopment Plan. This Task was completed in January 2013. Task Order No. 2 involves four specific projects that include planning and implementation of a Downtown Beautification Program, preparation of a Recreation Master Plan, preparation of a Stormwater Master Plan and a Gateway and Wayfinding Signage Plan. An update of the status of Task Order No. 2 projects was presented to the City Council/CRA at the September 16, 2013 Council meeting.

The Consultant has indicated their agreement to extend the contract as written with no changes.

The CRA has three basic options:

1. Extend the contract as written for one (1) year.
2. Extend the contract for one (1) year with changes (none proposed).
3. Open a formal Bid process and request RFP's to replace the current Consultant.

Attachment 1

THIRD ADDENDUM
TO
CONTRACT AND AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
THE CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY
AND COASTAL ENGINEERING ASSOCIATES, INC.

This Third Addendum to the Contract and Agreement for Professional Consultant Services is made as of this ____ day of _____, 2013, by and between the City of Brooksville Community Redevelopment Agency (the CRA), a dependent special district under the laws of the State of Florida, by and through its duly authorized representative whose address is 201 Howell Avenue, Brooksville, Florida 34601, and Coastal Engineering Associates, Inc. (the CONSULTANT), a Florida Corporation whose address is 966 Candlelight Boulevard, Brooksville, Florida, 34601.

WHEREAS, the CRA has entered into that certain Agreement for Professional Consulting Services on a continuing basis (the "Agreement") dated November 15, 2010; and

WHEREAS, the original term of the Agreement was for one year with the option of extending the term for three (3) additional one (1) year periods, and the current Agreement term is set to expire as of November 15, 2013; and

WHEREAS, the parties desire to extend the term of the Agreement in accordance with Section 1 of the Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the CRA and the Consultant (collectively, the PARTIES) agree as follows:

1. **EXTENDED TERM.** Pursuant to Section 1 of the Agreement, the PARTIES agree to extend the term of the Agreement for one year such that the term of the Agreement will expire as of November 15, 2014.

IN WITNESS WHEREOF, the Parties hereto, **COASTAL ENGINEERING ASSOCIATES, INC.**, and the **CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY,** respectively, have executed and attested this Agreement, and caused their seals to be affixed hereto, effective as of the day and year first written above, for the purposes herein expressed, and with the intent that both they and their respective successors and assigns shall be hereby bound.

COASTAL ENGINEERING ASSOCIATES, INC.

ATTEST:

_____
Witness

_____
Witness

By: _____
Cliff Manuel, Jr., P.E.
President
Date signed: _____

ATTEST:

(Seal)

By:_____
JANICE L. PETERS, CMC
As its City Clerk

Date signed: _____

CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY

By: _____
LARA BRADBURN
As its Chairperson

Date signed: _____

Approved as to legal form for the reliance of the City of Brooksville CRA.

By: _____
Thomas S. Hogan, Jr., City Attorney
Date signed: _____

Attachment 2

CONTRACT AND AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
THE CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY
AND
COASTAL ENGINEERING ASSOCIATES, INC.

THIS AGREEMENT is entered into as of this 15th day of November 2010, by and between the CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY, FLORIDA, a dependent special district under the laws of the State of Florida whose address is: 201 HOWELL AVE, BROOKSVILLE, FLORIDA 34601, hereinafter referred to as "CRA."

and

COASTAL ENGINEERING ASSOCIATES, INC, a Florida corporation, whose address is: 966 CANDLELIGHT BLVD. BROOKSVILLE, FLORIDA 34601, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, the CRA wishes to obtain professional consulting services on a continuing basis, and

WHEREAS, the CONSULTANT is willing to provide such planning services;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM

1.1 This AGREEMENT is to become effective upon execution by both parties, and shall remain in effect for a one (1) year term, unless terminated as provided for herein. Additionally, the parties agree that the term may be extended upon mutual AGREEMENT for periods of one (1) year, but such option to extend may only be utilized three (3) times unless authorized by the CRA for additional extensions.

1.2 The term of any task authorization/work order, as described in Section 2 hereof shall be as set forth in such task authorization/work order, and all of the terms and conditions of this AGREEMENT shall survive until completion of all task authorizations/work orders.

2.0 DESCRIPTION OF SERVICES

2.1 It is expressly understood and acknowledged that nothing herein shall obligate or guarantee to CONSULTANT any agreement or task order authorization and the

CRA expressly reserves the right to exercise its option to issue any such agreements to any qualified firm or entity in accordance with all applicable laws, ordinances, policies and/or regulations.

2.2 The CRA shall make requests for the CONSULTANT to perform consultant services on a task order basis. The CRA will communicate with CONSULTANT, verbally or in writing, a general description of the task to be performed. The CONSULTANT will generate a detailed Scope of Work document, prepare a Schedule, add a not-to-exceed-budget or lump sum budget to accomplish the task, and send the thus developed "Task Order Proposal" to the CRA. If a site visit by the CONSULTANT is needed to generate the scope document, the CONSULTANT shall request approval prior to visiting the site. The CRA will review the proposal, and if the description is mutually acceptable, the parties will enter into a written "task authorization or work order". The Scope of Services generally to be provided by the CONSULTANT may include any of the services as provided in EXHIBIT A – PROFESSIONAL CONSULTANT SERVICES.

The CRA will issue a Notice to Proceed to the CONSULTANT. Upon receipt of the signed Task Authorization and a Notice to Proceed from the CRA, the CONSULTANT shall perform the services set forth in the task authorization/work order, which may include, but not be limited to, design, studies, specification preparation, bid evaluation, construction management services, reports, and any additional other services which may be set forth in the task authorization/work order.

2.2.1 Notwithstanding the above, for any proposed project in which the CRA estimates the fee to total less than Twenty Five Thousand and No/100 Dollars ($25,000.00) verbal authorization to proceed may be given to CONSULTANT, and followed within ten working days with a "Letter of Confirmation." Such letter shall be considered as the task authorization.

2.3 The CONSULTANT shall provide the CRA'S designated project manager with a monthly progress report of all work accomplished and project deliverables completed. For lump sum budget projects, project progress reports shall accompany all invoices and describe the detailed work tasks completed. For not-to-exceed budget projects, time sheets or labor cost statements for services rendered during the preceding month shall be provided. Each labor summary statement or time sheet shall state the names and classifications of all personnel who performed services during said month under the task authorization, and the number of hours worked by each.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 The CRA may make changes in the services at any time by giving written notice to CONSULTANT. If such changes increase (additional services) or decrease or eliminate any amount of work, the CRA and CONSULTANT will negotiate any

change in total cost or schedule of modifications. If the CRA and CONSULTANT approve any change, the task authorization/work order will be modified to reflect the changes; and the CONSULTANT shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by the CRA'S and CONSULTANT'S designated representatives.

3.2 All of the CRA'S said task authorizations/work orders and amendments thereto shall be performed in strict accordance with the terms of this AGREEMENT insofar as they are applicable.

4.0 SCHEDULE

4.1 The CONSULTANT shall perform services in conformance with the mutually agreed upon schedule set forth in the negotiated task authorization. The CONSULTANT shall complete all of said services in a timely manner and will keep the CRA apprised of the status of work on at least a monthly basis.

4.2 No extension for completion of services shall be granted to the CONSULTANT without the CRA'S prior written consent, except as provided in Sections 3.1 and 19.0 herein.

5.0 METHOD OF PAYMENT FOR SERVICES AND EXPENSES

5.1 DEFINITIONS:

5.1.1 "Hourly rates" as set forth in EXHIBIT B – HOURLY RATES SCHEDULE are to be used as a basis for calculating lump sum or not-to-exceed budget projects for services pursuant to Paragraphs 2.0 and 3.0. These hourly rates shall include wages, salaries, taxes, insurance, overhead and profit. The hourly rates are firm for the initial term, but are subject to an equitable adjustment that is to be negotiated prior to the renewal of the AGREEMENT. Any adjustments to the hourly rates schedule must be mutually agreed to by the CRA and CONSULTANT.

5.1.2 "Reimbursable expenses" as set forth in EXHIBIT C – REIMBURSEABLE EXPENSES SCHEDULE are to be used as the basis for payment for actual costs of all reimbursable expenses incurred in connection with the services rendered.

Reimbursable expenses shall include, but not be limited to: subsistence, automobile expenses, and other similarly incurred expenses, which are directly or indirectly in connection with the project. Said reimbursable expenses shall be calculated and incorporated into the lump sum or not-to-exceed project budget and will not be billed separately as an additional cost.

In-house copying charges, computer fees, photocopies less than 11-inches by 17-inches, telephone services, faxes, and other similar items shall be considered a portion of the CONSULTANT'S overhead costs and shall not be billed separately to the CRA.

5.1.3 "Deliverables" are defined as reports, findings, specifications, or anything else that is the end product or work performed by the CONSULTANT for the CRA. The CONSULTANT shall, within such time constraints as may be set forth in the work order, submit to the CRA the deliverables as identified in the work order; and the CONSULTANT shall, upon completion of all work, submit to the CRA all information developed in the course of the consulting services. The CONSULTANT shall, upon request by the CRA and upon completion or termination of this AGREEMENT, deliver to the CRA all material furnished to the CONSULTANT, provided the CRA identifies those materials in writing.

5.2 PAYMENT/COMPENSATION:

The CRA agrees to pay or compensate the CONSULTANT for the professional services performed on each task authorization/work order in accordance with one of the following methods, unless otherwise provided herein or in the task authorization/work order.

5.2.1 Not-to-exceed cost based upon EXHIBIT B – HOURLY RATES SCHEDULE.

5.2.2 Lump sum cost based upon EXHIBIT B – HOURLY RATES SCHEDULE.

5.3 SERVICES-ADDITIONALPROVISIONS:

5.3.1 Services and expenses of independent associates, consultants and/or subcontractors employed by the CONSULTANT shall be calculated and incorporated into the lump sum or not-to-exceed project budget and will not be billed separately as an additional cost.

5.4 Times of Payments: At monthly intervals, the CONSULTANT shall submit statements for services.

5.4.1. As a condition precedent to receiving payment, CONSULTANT shall have been authorized to proceed by the CRA, shall not be in default of any of the terms and conditions of this AGREEMENT and shall provide to the CRA an invoice. The invoice shall be forwarded to the CRA, no more frequently than once per month. The invoice shall include a statement identifying the period for which it applies and the sub-tasks or portions thereof, completed by the specific task authorization/work order, and

specifically set forth the percent of completion of each sub-task for which compensation is being requested.

5.4.2. The CRA shall pay all valid, approved, and undisputed invoices within thirty (30) days of receipt from the CONSULTANT. In the event that the CRA disputes any invoice submitted, it shall advise the CONSULTANT, in writing, and said invoice shall not be deemed due and payable under this AGREEMENT.

5.5 Other Provisions Concerning Payments:

5.5.1 In the event of termination by the CRA under Section 18.0 during the performance of the services, payments due to the CONSULTANT up to the point of termination, including payments for services rendered, and all costs incurred shall constitute total payment for such services.

5.5.2 Separate invoicing must be submitted for each individual task authorization. Invoices must show a percentage of the worked completed under the task authorization and any reimbursable expenses.

6.0 RIGHT TO INSPECTION

6.1 The CRA or its agents shall have the right to review or observe the services performed by the CONSULTANT.

6.2 No inspection, review, or observation shall relieve the CONSULTANT of its responsibility under this AGREEMENT.

7.0 PROGRESS MEETING

The CRA's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently, if required, during the term of any task authorization entered into under this AGREEMENT. The CONSULTANT'S Project Manager and all other appropriate personnel shall attend such meetings as designated by the CRA's Project Manager.

8.0 SAFETY

8.1 The CONSULTANT agrees to comply with the CRA's published safety standards while on the property of the CRA.

8.2 The CONSULTANT shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services provided hereunder.

9.0 REASONABLE ACCESS

During the term of this AGREEMENT, the CRA shall grant the CONSULTANT reasonable access to the CRA's premises for purposes of fulfilling its obligations under this AGREEMENT.

10.0 INSURANCE AND HOLD HARMLESS/INDEMNIFICATION

10.1 The CONSULTANT will possess or obtain and continuously maintain the following insurance coverage, from a company or companies authorized to do business in the State of Florida. Before commencing work, the CONSULTANT must ensure that Certificates of Insurance are provided to the CRA, evidencing such insurance. The Certificates of Insurance must name the CRA as additionally insured, reference the Project name and contain a provision, which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior written notice will be given to the CRA.

10.1.1 Worker's Compensation – The CONSULTANT will provide Worker's Compensation for all employees at the site location, and in case any work is subcontracted, will require the subcontractor to provide Worker's Compensation for all of its employees. The limits will be statutory for Worker's Compensation and $100,000 for Employers' Liability.

10.1.2 Comprehensive General Liability – The CONSULTANT will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations and Personal Injury. The limits will not be less than $1,000,000 Combined Single Limit (CSL) or its equivalent.

10.1.3 Comprehensive Automobile Liability – The CONSULTANT will provide coverage for all owned and non-owned vehicles for limits of not less than $500,000 CSL or its equivalent.

10.1.4 Professional Liability Insurance - The CONSULTANT shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable; such professional liability insurance coverage must be provided in an amount not less than $1,000,000 that protects the CONSULTANT to the statutory limits applicable to professional liability.

Said Professional Liability Insurance shall provide for all sums which the CONSULTANT shall be obligated to pay as damages for claims arising out of service performed by the CONSULTANT, or any person or subcontractor employed by the CONSULTANT, in conjunction with this Contract. This insurance shall also be maintained for a minimum of one

(1) year after the completion of construction and acceptance of facilities designed by the CONSULTANT under the scope of this Contract including any amendment thereto. The CONSULTANT will also cause professional associates and sub-consultant's retained by the CONSULTANT for the Project to procure and maintain comparable professional liability insurance coverage.

10.2 The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CRA, its officers, directors and employees (collectively, CRA) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CONSULTANT's negligent performance of professional services under this AGREEMENT and that of its sub-consultants or anyone for whom the CONSULTANT is legally liable.

The CRA agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CRA's negligent acts in connection with the consulting services and the acts of its contractors, subcontractors or consultants or anyone for whom the CRA is legally liable.

Neither the CRA nor the CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

The CONSULTANT shall comply with all requirements of federal, state and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of this AGREEMENT.

12.0 REPRESENTATIONS

12.1 The CONSULTANT represents that the services provided hereunder shall conform to all requirements of this AGREEMENT; shall be consistent with recognized and sound professional Planning & Engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the services rendered.

12.2 The CONSULTANT represents that the personnel furnishing such services shall be qualified and competent to perform the services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

12.3 Subject to the provisions of this Section, should CONSULTANT breach the warranties set forth herein, the CRA shall have such remedies as may be provided at law or equity.

12.4 Without limiting the generality of the foregoing, if the CONSULTANT completes it services under any task authorization entered into hereunder, and the CONSULTANT'S services are non-complying, defective, or otherwise improperly performed and the CRA notifies the CONSULTANT in writing that a defect, error, omission or noncompliance has been discovered in the CONSULTANT'S services, the CONSULTANT shall, at the option of the CRA: a) correctly re-perform such non-complying, defective, or otherwise improperly performed services at no additional cost to the CRA; b) refund the amount paid by the CRA attributable to such non-complying, defective or otherwise improperly performed services; or c) if the CONSULTANT fails to take action under a) above, the CONSULTANT will at its sole expense, otherwise cure or have cured any such non-complying, defective, or otherwise improperly performed services.

12.5 The only representations made by the CONSULTANT are those expressly enumerated in this section. Any other statements of fact or descriptions expressed in the AGREEMENT or any attachments thereto, shall not be deemed to constitute a warranty of the work or any part thereof.

13.0 GUARANTEE AGAINST INFRINGEMENT

The CONSULTANT guarantees that all services provided under this AGREEMENT shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this AGREEMENT, the CONSULTANT shall indemnify, hold harmless, and defend the CRA, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, services, or other items provided under this AGREEMENT. Notwithstanding the foregoing, the CONSULTANT may elect to provide non-infringing services.

14.0 DOCUMENTS

14.1 Upon the CRA's or its designated Project Manager's request, at any time during the term of this AGREEMENT or upon completion or termination of this AGREEMENT, the CONSULTANT shall provide the CRA or its designated Project Manager with a copy of all documents and electronic files prepared by the CONSULTANT under this AGREEMENT or any Task Order Authorization hereunder. The CRA understands that re-use of any documents for any other purposes, shall be at the CRA's own risk.

Notwithstanding any provision to the contrary contained in this AGREEMENT, the CONSULTANT shall retain sole ownership to its preexisting information

including but not limited to computer programs, software standard details, figures, templates and specifications.

When transferring data in electronic media format, the CONSULTANT makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the CONSULTANT at the beginning of the project. Because the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. The CONSULTANT shall not be responsible to maintain documents stored in electronic media format after acceptance by the CRA.

14.2 The parties acknowledge that the CRA is a Florida dependent special district and subject to the Florida Public Records Law.

15.0 ASSIGNMENT

15.1 If any part of this AGREEMENT is subcontracted by the CONSULTANT, the CONSULTANT shall be fully responsible to the CRA for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

15.2 If the CRA determines that any subcontractor is not performing in accordance with this AGREEMENT, the CRA shall so notify the CONSULTANT who shall take immediate steps to remedy the situation.

15.3 If any part of this AGREEMENT is subcontracted by the CONSULTANT, prior to commencement of any work by the subcontractor, the CONSULTANT shall require the subcontractor to provide the CRA and its affiliates with insurance coverage as set forth within Section 10 of this Agreement.

16.0 INDEPENDENT CONSULTANT

At all times during the term of this AGREEMENT, the CONSULTANT shall be considered an independent CONSULTANT. It is understood that CONSULTANT is an independent consultant and not an agent or employee of the CRA for any purpose including, but not limited to, federal tax and other state and federal law purposes. The CONSULTANT assumes responsibility for payment of all federal, state and local taxes imposed or required of the CONSULTANT under unemployment insurance, Social Security and income tax laws. CONSULTANT shall be solely responsible for any worker's compensation insurance required by law and shall provide the CRA with proof of insurance upon demand. The parties agree that the CRA shall not: (a) pay dues, licenses or membership fees for CONSULTANT; (b) require attendance by CONSULTANT, except as otherwise specified herein; (c) Control the method, manner or means of performing the

Scope of Work under this AGREEMENT, except as otherwise specified herein; or (d) Restrict or prevent CONSULTANT from working for any other party. Neither party has the right or the power to enter into any contract or commitment on behalf of the other party, including entering into agreements with third parties, exercising incidents of ownership with respect to property owned by the Party or executing contracts binding upon the other Party.

17.0 DEFAULT

If during the term of this AGREEMENT, the CONSULTANT shall be in default of any of the material provisions of this AGREEMENT, the CRA may suspend its performance hereunder until such delinquency or default has been corrected; provided, however that no suspension shall be effective unless and until the CRA gives written notice of the default to CONSULTANT with at least ten (10) days to cure such default. If the CONSULTANT fails to correct such delinquency or default within thirty (30) days of suspension by the CRA, the CRA may terminate this AGREEMENT.

18.0 TERMINATION

Notwithstanding any other provision of this AGREEMENT, the CRA may, upon written notice to the CONSULTANT, terminate this AGREEMENT if: a) at any time during the term of this AGREEMENT there will be filed by or against CONSULTANT in any court, pursuant to any statute, a petition in bankruptcy or insolvency for reorganization or for the appointment of a receiver to receive all or a portion of CONSULTANT'S property; b) The CONSULTANT makes a general assignment for the benefit of its creditors; c) The CONSULTANT fails to comply with any of the conditions or provisions of this AGREEMENT; d) The CONSULTANT is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this AGREEMENT, without prejudice to any other right or remedy the CRA may have under this AGREEMENT. In the event of such termination, the CRA shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this AGREEMENT, for work, properly performed prior to the effective date of termination; or e) The CRA may at any time and for any reason terminate CONSULTANT services and work at the CRA's convenience. Upon receipt of such notice, the CONSULTANT shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination for convenience, the CONSULTANT shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by the CONSULTANT as are permitted by this contract and approved by the CRA; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the CONSULTANT prior to the date of the termination of this Agreement. The CONSULTANT shall not be entitled to any claim or claim of lien against the Owner for any additional compensation or damages in the event of such termination and payment.

19.0 FORCE MAJEURE

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by Force Majeure, which may include but not be limited to: fire, flood, windstorm, explosion, riot, war, sabotage, strikes, extraordinary breakdown of or damage to the CRA's affiliates' generating plants, equipment or facilities, court injunction or order, federal and/or state law or regulation, order by any regulatory agency, or cause or causes beyond the reasonable control of the party affected, provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstances of Force Majeure remain in effect for sixty (60) days or more, either party may terminate this AGREEMENT.

20.0 GOVERNING LAW & VENUE

This AGREEMENT is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter of this Agreement shall be exclusively in the state circuit and appellate courts in and for Hernando County, Florida. The Agreement is consummated in Hernando County, Florida.

21.0 HEADINGS

Paragraph headings are for the convenience of the parties only and are not to be construed as part of this AGREEMENT.

22.0 SEVERABILITY

In the event any portion or part of this AGREEMENT is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this AGREEMENT. The validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.

23.0 WAIVER AND ELECTION OF REMEDIES

23.1 Waiver by either party of any terms, condition, or provision of this AGREEMENT shall not be considered a waiver of that term, condition, or provision in the future.

23.2 No waiver, consent, or modification of any of the provisions of this AGREEMENT shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

24.0 THIRD PARTY RIGHTS

Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the CRA and CONSULTANT.

25.0 PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this AGREEMENT.

26.0 ENTIRE AGREEMENT

This AGREEMENT, including the schedules, attachments, appendixes and exhibits attached hereto, and any Task Authorization executed in furtherance of this AGREEMENT constitutes the entire AGREEMENT between the CRA and CONSULTANT with respect to the services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 SOVEREIGN IMMUNITY

Nothing contained in the AGREEMENT shall be construed as a waiver of the CRA's rights to sovereign immunity under Section 768.28, *Florida Statutes*, or other limitations imposed on the CRA's potential liability under state or federal law.

28.0 NOTICE

Any notices required to be given by the terms of this AGREEMENT shall be delivered by hand or mailed, postage prepaid to:

CRA:	Bill Geiger, Executive Director City of Brooksville CRA 201 Howell Ave. Brooksville, Florida 34601
CONSULTANT:	Cliff Manuel, Jr. P.E. Coastal Engineering Associates, Inc. 966 Candlelight Blvd. Brooksville, Florida 34601

Either party may change the name of the person receiving notices and the address at which notices are received by so advising the other party in writing.

29.0 ATTORNEYS' FEES

In the event a suit or action is instituted to enforce or interpret any provision of this AGREEMENT, the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys' fees, and costs, at trial or on any appeal, in addition to all other sums provided by law.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the date first written above:

CITY OF BROOKSVILLE
COMMUNITY REDEVELOPMENT
AGENCY, HERNANDO COUNTY,
FLORIDA

BY:

Lara Bradburn, CRA Chair

ATTEST:

Janice L. Peters, CMC, City Clerk

COASTAL ENGINEERING
ASSOCIATES, INC.

BY:

Cliff Manuel, Jr., P.E.
President

ATTEST:

(CORPORATE SEAL)

APPROVED AS TO FORM FOR THE RELIANCE
OF THE CITY OF BROOKSVILLE ONLY:

Thomas S. Hogan, The Hogan Law Firm, LLC
City Attorney

EXHIBIT A.

PROFESSIONAL CONSULTANT SERVICES

The Scope of Services generally to be provided by the CONSULTANT may include any of the services as provided in CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY (CRA) PHASE 2 STREETSCAPE REQUEST FOR QUALIFICATIONS RFQ NO. 2010-05 and identified as PROFESSIONAL CIVIL ENGINEERING/PLANNING CONSULTING SERVICES.

These services include but are not limited to professional consulting services to the CRA for work related to updating the adopted Community Redevelopment Plan and preparing design drawings, permitting and project/construction management for implementation of a Phase-2 streetscape project for enhancements within the CRA. Elements of work may consist of modifying/updating a Redevelopment Plan that will meet the goals and needs of the CRA and the local stakeholders within the Community Redevelopment Area, and subsequently designing, permitting and providing construction oversight for implementing a streetscape project. Services may include:

- Public Involvement;
- Multimodal transportation planning;
- Stormwater planning;
- Parking analysis;
- Traffic operations, traffic calming;
- Signal design;
- Structural design;
- Utility Infrastructure (including underground design);
- Roadway assessment;
- Capital improvements plan;
- Agency coordination/permitting;
- Infrastructure evaluation/review;
- Street design;
- Hardscape enhancement design;
- Softscape enhancement design;
- Environmental Engineering;
- Project Management;
- Grant Writing; and other miscellaneous professional services that the CRA may desire.

The Consultant will work with CRA staff and local stakeholders to develop the next phase of improvements within the CRA. This effort will consist of developing a conceptual phase plan that meets the CRA's budget and goals. Upon CRA approval of the concept for the next phase, the Consultant will develop construction plans to bid and implement the improvements.

The Consultant may be required to represent the City of Brooksville CRA in matters involving or relating to other governmental entities at the local, state, or national level.

EXHIBIT B.

HOURLY RATES SCHEDULE

Principal Engineer/Principal Architect/Expert Testimony $250.00

ENGINEERING

Principal Engineer* (*Environmental/Transportation/Drainage*)	$155.00
Senior Project Manager	$140.00
Project Manager	$115.00
Senior Project Engineer	$135.00
Project Engineer	$ 95.00
Senior Designer	$ 85.00
Designer	$ 70.00
Technician	$ 50.00

*(Professional Engineer Registered in the State of Florida)

ENVIRONMENTAL

Principal Environmental Scientist	$155.00
Project Manager	$120.00
Senior Environmental Scientist	$105.00
Environmental Scientist II	$ 75.00
Environmental Scientist I	$ 70.00

PLANNING

Principal/Project Director	$195.00
Senior Project Specialist	$159-190.00
Project Manager/Principle Planner	$140.00
GIS Director	$138.00
Senior Transportation Planner	$129.00
Senior Urban Designer/Planner	$111.00
Urban Designer/Planner	$ 94.00
GIS Analyst / Transportation Planner	$ 88.00
Planner/ Designer	$ 78.00
Graphics Designer	$ 79.00

CONSTRUCTION REVIEW

Senior Project Manager	$140.00
Project Manager	$115.00

EXHIBIT B.

HOURLY RATES SCHEDULE

Construction Manager	$ 90.00
Senior Field Representative	$ 77.00
Field Representative	$ 65.00

ARCHITECTURAL

Project Architect	$130.00
Architectural Project Manager	$115.00
Site Planner	$105.00

SURVEYING

Expert Witness	$175.00
Senior Land Surveyor	$105.00
Land Surveyor	$ 90.00
Project Surveyor/Crew Coordinator	$ 85.00
Survey Crew (4 Person)	$155.00
Survey Crew (3 Person)	$132.00
Survey Crew (2 Person)	$105.00
Survey Crew (1 Person)	$ 72.00
Senior Survey Technician	$ 77.00
Survey Technician	$ 55.00

SUPPORT PERSONNEL

Administrative Support	$ 60.00
Administrative Clerk	$ 45.00
Office Intern	$ 35.00
General Laborer	$ 25.00

EXHIBIT C

REIMBURSABLE EXPENSES SCHEDULE

REIMBURSABLES

11/29/10

Direct and Out-of-Pocket Expenses ..... Invoice ~~Plus 15%~~
Regulatory Permit/Filing Fees ..... Fee ~~plus 15%~~
Travel ..... ~~$0.585/Mile~~ Federal Cap per Mile

Postage ..... Cost

Quantity:	1 to 10	11 and up
REPRODUCTIONS		
BLACK & WHITE		
8 1/2" X 11", 8 1/2" X 14"	$0.25/EA.	0.10/EA.
11" X 17"	$0.35/EA.	0.15/EA.
COLOR		
8 1/2" X 11", 8 1/2" X 14"	$1.00/EA.	1.00/EA.
11" X 17"	$2.00/EA.	2.00/EA.
TRANSPARENCIES		
8 ½" X 11"	$1.00/EA.	1.00/EA.
BLACKLINE PRINTS		
LESS THAN 24" X 36"	$1.75/EA.	1.00/EA.
24" X 36"	$2.75/EA.	1.75/EA.
30" X 36"	$3.75/EA.	2.50/EA.
36" X 36"	$4.75/EA.	3.75/EA.
36" X 48"	$5.75/EA.	4.75/EA.
MYLAR OR LINEN		
LESS THAN 24" X 36"	$10.00/EA.	
24" X 36"	$15.00/EA.	
30" X 36" OR GREATER	$19.00/EA.	
CANVAS	$50.00/EA.	

EXHIBIT C

REIMBURSABLE EXPENSES SCHEDULE

FOAM BOARD	$ 8.00/PER BOARD
AERIALS (COLOR)	
24" X 36"	$25.00/EA.
30" X 36"	$35.00/EA.
36" X 48"	$50.00/EA.
ELECTRONIC MEDIA (Diskette/CDs)	$15.00/EA
CONCRETE MONUMENTS	$25.00/EA.
SIGN ASSEMBLY	$10.00/EA.

Attachment 3

TASK ORDER NO. 1
CRA PLAN AND 5-YEAR CAPITAL IMPROVEMENT PLAN UPATE
UNDER THE
CONTRACT AND AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
THE CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY
AND
COASTAL ENGINEERING ASSOCIATES, INC.

THIS TASK is entered into as of this 15th day of November 2010, by and between the CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY, FLORIDA, a dependent special district under the laws of the State of Florida whose address is: 201 HOWELL AVE, BROOKSVILLE, FLORIDA 34601, hereinafter referred to as "CRA"

AND

COASTAL ENGINEERING ASSOCIATES, INC, a Florida corporation, whose address is: 966 CANDLELIGHT BLVD., BROOKSVILLE, FLORIDA 34601, hereinafter referred to as "CONSULTANT."

IN ACCORDANCE WITH

The *CONTRACT AND AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES BETWEEN THE CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY AND COASTAL ENGINEERING ASSOCIATES, INC*, dated Nov. 15, 2010, which Agreement is incorporated herein as if set forth in haec verba.

DESCRIPTION

The CRA desires to update Appendix C – The Community Redevelopment Plan of the City of Brooksville Revitalization Plan (Plan) to incorporate other available studies, market research, and public input, and the CONSUTLTANT's expertise and experience with successful downtown redevelopment projects, pedestrian-oriented communities, urban traffic/transportation planning, and mixed-use and residential development that is compact, sustainable and contributes to economic, social and cultural diversity.

The Plan update will include projects and initiatives and other adopted strategic plans and goals identified and recommended by the CONSULTANT and approved by the CRA.

SCOPE OF SERVICES

The CONSULTANT will provide the following services:

1.0 Data Review and Project Identification (approximately 4 weeks - 60 hrs)

- 1.1 Information Gathering with Stakeholders.
- 1.2 Review of Existing Plans/Studies and Development Regulations.
- 1.3 Demographic Market Assessment
- 1.4 CRA Team and Public Workshop(s).
- 1.5 Prepare/present Summary of Findings and Recommendations to the CRA Project Manager and CRA. (Includes conceptual outline of capital improvement strategy and projects for CRA's acceptance).

2.0 Preliminary Plan Update Draft (75%) Report based on CRA and CRA Project Manager approved recommendations. (approximately 6 weeks – 80 hrs)

- 2.1 Prepare Plan Amendments and Addendums.
- 2.2 Prepare Capital Improvement Projects and Implementation Strategies.
- 2.3 Prepare Project Funding Strategy and Options.
- 2.4 Review and approval by CRA Project Manager (may include review and input from others as deemed appropriate by the CRA Project Manager).

3.0 Final Report/CRA Board Adoption (approximately 4 weeks - 60 hours)

- 3.1 Prepare Final Report for CRA Acceptance.
- 3.3 Preparation of materials for Plan amendment in accordance with Florida Statutes.
- 3.3 Public Presentation(s) to CRA Board
- 3.4 Post Approval Update/Final Report Delivery to CRA Project Manager

SCHEDULE OF FEES

CRA agrees to pay or compensate the CONSULTANT the following not-to-exceed fee(s) in performance of the SCOPE OF SERVICE as provided in this TASK ORDER NO. 1 .

Sub-Tasks 1.0, 2.0 and 3.0: Total Fee: $30,000.00

IN WITNESS WHEREOF, the parties have executed this TASK ORDER NO. 1 on the date first indicated above:

CITY OF BROOKSVILLE
COMMUNITY REDEVELOPMENT
AGENCY, HERNANDO COUNTY,
FLORIDA

BY:

Lara Bradburn, CRA Chair

ATTEST:

Janice L. Peters, CMC, City Clerk

COASTAL ENGINEERING
ASSOCIATES, INC.

BY:

Cliff Manuel, Jr., P.E.
President

ATTEST:

Ellen Sutton

(CORPORATE SEAL)

APPROVED AS TO FORM FOR THE RELIANCE
OF THE CITY OF BROOKSVILLE ONLY:

Thomas S. Hogan, The Hogan Law Firm, LLC
City Attorney

Attachment 4

TASK ORDER NO. 2
CRA PLAN CAPITAL IMPROVEMENT PROGRAM IMPLEMENTATION
UNDER THE
CONTRACT AND AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
THE CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY
AND
COASTAL ENGINEERING ASSOCIATES, INC.

THIS TASK is entered into as of this 4th day of February, 2013, by and between the CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY, FLORIDA, a dependent special district under the laws of the State of Florida whose address is: 201 HOWELL AVE., BROOKSVILLE, FLORIDA 34601, hereinafter referred to as "CRA"

AND

COASTAL ENGINEERING ASSOCIATES, INC., a Florida corporation, whose address is: 966 CANDLELIGHT BLVD., BROOKSVILLE, FLORIDA 34601, hereinafter referred to as "CONSULTANT".

IN ACCORDANCE WITH

The CONTRACT AND AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES BETWEEN THE CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY AND COASTAL ENGINEERING ASSOCIATES, INC. dated November 15, 2010, which Agreement is incorporated herein as if set forth in haec verba.

DESCRIPTION

The CRA desires to implement projects identified within the 2012-13 fiscal year in the Capital Improvements Program of the Community Redevelopment Plan. Several of those projects require services of the CRA consultant. The scopes and fees are described by project under Scope of Services.

SCOPE OF SERVICES

The CONSULTANT will provide the services listed below. Each of the projects listed in the scope will be subject to input, review and final approval by the CRA.

1. **Downtown Beautiful**

The CRA desires to extend the scope of its Downtown Beautiful Program by visually and/or functionally improving "spaces" and "features" within the downtown area. The objective is to create places that will be attractive to pedestrians and bicyclists visiting the City. These projects are identified as A-O on the Downtown Beautiful Program Project Locations Map in the Community Redevelopment Plan and described under the CIP Near Term Projects.

1.1. Meet with CRA staff to review projects listed as A-O in the CRA Community Redevelopment Plan and develop a priority list for further analysis;

1.2. Meet with the City of Brooksville's Beautification Board to review the program and elicit input on the project priority list. The Beautification Board will be also be provided with status updates and will be given the opportunity to participate in and contribute to decisions made concerning the "Downtown Beautiful Program" projects.

1.3. Prepare a summary project description for up to ten projects prioritized in the meeting with CRA staff. One of the projects receiving a summary project description will be a tree planting plan;

1.4. Meet with property owners that are integral to each of the priority projects to determine their respective interest and participation in teaming with the CRA to accomplish the identified projects;

1.5. Prepare a conceptual layout and preliminary cost estimate for up to six projects prioritized by the CRA staff and determined as feasible after discussions with property owners;

1.6. Coordinate with CRA staff and attorney in preparation of a joint participation agreement with private property owners for three priority projects;

1.7. Prepare detailed specifications for up to three (3) priority design/build projects;

1.8. Secure required permits for each of the three projects; and,

1.9. Construction surveillance and related as-built survey services will be scoped as a separate task order once the three projects have been selected.

2. **Recreation Master Plan**

The provision of recreational opportunities for residents and visitors is an important element of the Community Redevelopment Plan. With several major resources, including Hernando Park and the Good Neighbor Trailhead, downtown Brooksville has the potential to create a unique recreational palette. It is important to maximize the potential of those resources, tie in other open space and facilities, coordinate with other public and private entities and use the synergy provided in other CRA efforts, such as the Downtown Beautiful, Wayfinding Signage and Stormwater Master Planning. The objective is to create a plan that is dynamic and value-oriented, providing pertinent information and guidance.

2.1. Prepare an assessment of existing recreational facilities within downtown Brooksville;

2.2. Prepare a draft recreation master plan for review by the CRA which incorporates pedestrian and bicycle friendly connection from the CRA to the Good Neighbor Trail;

2.3. Prepare a final recreation master plan and cost estimate for implementing said plan for CRA acceptance; and,

2.4. Hold a public meeting with the CRA for review and approval of the recreation master plan.

3. **Stormwater Master Plan**

The available open space in the downtown area provides an opportunity to address both water quality and stormwater retention. A master stormwater system for the CRA could handle stormwater for all remaining developable parcels, alleviating the need for individual sites to utilize valuable space to provide needed treatment and retention. The master stormwater plan details how stormwater will be transported downstream to open areas within the City and County, providing treatment and storage consistent with applicable regulations and establishing best management practices to assure the environmental integrity of the historic downtown area. The City of Brooksville and Hernando County desire to seek cooperative funding from SWFWMD to improve water quality within the Community Redevelopment Area and certain adjacent regions (to be determined). Consultant, using downstream Best Management Practices (BMPs), conceptualized in the South Brooksville Improvements Project shall provide water quality treatment calculations and related design criteria to allow future infill and redevelopment projects within the city CRA and certain designated adjacent areas. Permitting will conceptualize build out conditions and propose methods to improve stormwater discharge water quality such that master planned stormwater storage facilities can provide a level of efficiency to the treatment function and alleviate a portion of the development permitting requirements that landowners within the affected areas currently face.

In coordination with Hernando County, the Scope of Work established in Exhibit A and related cost matrix (shown in Exhibit B) should be completed based on the above CRA input. Funding for the work is anticipated to be from a county wide income for drainage projects associated with the adopted Best Management Practices of SWFWMD. Projects would also qualify for potential co-funding by SWFWMD where regional benefits are identified.

4. Downtown Gateway Improvements & Wayfinding Signage

Downtown visitation can be greatly improved through defining a sense of arrival and by providing clear directional signage for visitors to major attractions, civic areas and parking facilities. Brooksville is located at the center of major crossroads, with major gateways such as at Cortez Boulevard and Jefferson Street, Broad Street, Ponce de Leon Boulevard and Cobb Road. Visitors using these gateways would benefit greatly from better signage using monument or pole mounted signage to better indentify the location and components of Downtown Brooksville. These signs would reduce guesswork and improve the visitor's overall experience navigating to their desired destination(s). In order to be most effective, the signage plan should be prepared addressing location, design, contents, cost and synergy with other CRA and City endeavors.

The purpose of this project is to develop a way-finding and identity system to guide and connect residents and visitors to key points of interest located within Downtown Brooksville. The system will be designed to project a consistent image, ease vehicular congestion, and promote walking, bicycling and mass transit. (See Exhibit C for example of deliverables to be provided.)

The following tasks provide a basic structure and approach to the planning and design of the project:

Task 1. Background Review and Analysis

- Review and evaluate the effectiveness of existing roadway signage and terminology;
- Identify gateways, districts, major areas, points of interest and destinations;
- Meetings with city staff and downtown businesses to review program criteria: pedestrian requirements, primary and secondary routes, circulation, districts/zones, transition points, decision points, information hierarchy, terminology/nomenclature, audience considerations, daytime vs. evening travel, design criteria, image, marketing goals, functional requirements, flexibility, vandal resistance, and maintenance;
- Tour and photograph the study area;
- Review existing data and studies. Coordinate activities with the overall goals and strategies for the CRA, and previous way-finding/gateway activities in downtown; and,
- Summarize and present preliminary findings and recommendations based on wayfinding analysis.

Task 1 Deliverable: Way-finding Analysis summary and presentation.

Task 2. Programming - Sign Placement and Messages

- Prepare preliminary sign location plans, typical messages and general sign types. Including gateway signage;
- Review with City staff, including in the field if needed; and,
- Revise and present message schedule and sign types and location plan for review and approval by City of Brooksville and Downtown CRA representatives.

Task 2 Deliverable: Based on working meetings and project reviews, a message schedule will be developed and submitted for final approval. This will include typical sign locations, messages/terminology and required sign types.

Task 3. Schematic Design

- Research information, data, imagery and historically relevant materials to formulate signage concepts;
- Develop schematic sign designs, including gateway signage design (2 or 3 alternatives);
- Presentation of proposed signage system. This would include typical sign types and systems, location, size, shape and colors; and,
- Submittal of a preliminary cost estimate for signage and gateway improvements will also take place during this phase.

Task 3 Deliverable: One (1) formal presentation and ten (10) color copies/ 11" x 17" and electronic submittal of same.

Task 4. Design Development

- Refine or revise selected option for signage design, including gateway signage;
- Finalize functional aspects of program, size, materials, contrasts, nomenclature, typography, symbols, hardware, architectural elements, placement, construction details, mounting methods and installation;
- Coordinate with other consultants for landscape design, lighting, traffic and structural;
- Present for final review and approval [includes one (1) open house]; and,
- Review in the field all locations with the city.

Task 4 Deliverable: One (1) formal presentation for approval and one (1) community open house. A Design Development package will be provided detailing general information regarding material, color, finish, typography, Installation and sign size. (15 color copies/ 11" x 17") and electronic submittals.

Task 5. Documentation - Bid Documents

- Design Intent Drawings and material specifications for all sign types, illustrating size, typefaces, graphic elements, pictograms, letter spacing, materials, finishes, construction details, installation methods, colors and locations;
- Technical Specifications describing materials, products, submittals, coordination, execution, quality assurance, installation, etc.; and,
- Consolidated set of comments regarding drawings and specifications to be provided by the City via email.
- Plans/design will meet and be compliant with FDOT and Local permitting requirements. Permits will be obtained as part of this task.

Task 5 Deliverable: A documentation package which will allow the City to competitively bid the project to qualified vendors. (5 b/w copies).

Task 6. Construction Observation

- Periodic inspections;
- Pay request review; and,
- FDOT, City and County coordination of sign installations.

CRA agrees to pay or compensate the CONSULTANT the following not-to-exceed fee(s) in performance of the SCOPE OF SERVICES as provided in this TASK ORDER NO. 2.

Sub-Task 1 Downtown Beautiful	Lump Sum Fee: $30,000.00
Sub-Task 2 Recreation Master Plan	Lump Sum Fee: $ 7,890.00
Sub-Task 3 Stormwater Master Plan	Lump Sum Fee: $ 9,890.00
Sub-Task 1 Gateway Improvements & Wayfinding Signage	Lump Sum Fee: $44,750.00

IN WITNESS WHEREOF, the parties have executed this TASK ORDER NO. 2 on the date first indicated above:

CITY OF BROOKSVILLE
COMMUNITY REDEVELOPMENT
AGENCY, HERNANDO COUNTY,
FLORIDA

BY:

Lara Bradburn, CRA Chair

ATTEST:

JANICE K. PETERS, CITY CLERK

APPROVED AS TO FORM FOR THE RELIANCE
OF THE CITY OF BROOKSVILLE ONLY:

Thomas S. Hogan, The Hogan Law Firm, LLC
City Attorney

COASTAL ENGINEERING
ASSOCIATES, INC.

BY:

2/8/13

Cliff Manuel, Jr., P.E.
President

ATTEST:

2/8/13

EXHIBIT A

(Related to, but not part of CRA Task Order 2)

The City of Brooksville and Hernando County desire to seek cooperative funding from SWFWMD to improve water quality within the Community Redevelopment Area (CRA) and certain adjacent regions (to be determined). Coastal using downstream BMPs conceptualized in the South Brooksville Improvements Project shall provide water quality treatment calculations and related design criteria to allow future infill and redevelopment projects within the city CRA and certain designated adjacent areas. Permitting will conceptualize build out conditions and propose methods to improve stormwater discharge water quality such that master planned stormwater storage facilities can provide a level of efficiency to the treatment function and alleviate a portion of the development permitting requirements that landowners within the affected areas currently face.

I. Data Review and Project Identification

Coastal, utilizing available information, SWFWMD Lidar and recent aerials, shall map existing drainage basins for infill areas and conceptualize treatment requirements. Property Appraiser data and field reconnaissance will be utilized to determine the extent of existing development. Determine maximum area of potential benefit and prioritize capacity allocation locations with City and county officials based on maximum public benefit. Define maximum development potential based on location, topography, and potential land use.

Organize treatment requirements by best-fit BMP and determine capacity of each BMP to provide pollutant removal efficiencies needed – allocate capacity based on terrain and potential service area. Review BMPs: 2 (southernmost); 5 (easterly); and 7 (westerly); as applicable to this goal. Coordinate results of potential affects with City and County officials.

Coordinate a pre-application meeting with SWFWMD, City, and County officials to gain consensus of approach and permitting requirements.

II. Conceptual Design and Permitting

Coastal will prepare documentation to comply with SWFWMD conceptual design criteria for the installation of treatment components in BMP 2, 5, and 7 to provide capacity for the Master Planned CRA and surrounding area. Flows are approximately evenly divided between BMP 5 and BMP 7, which then discharge southerly through South Brooksville and converge into BMP2.

Coastal will prepare a final report that details the necessary improvements required to exempt and/or permit development infill within the Brooksville CRA.

3.1 Utilizing available information, SWFWMD Lidar and recent aerials, map existing drainage basins for infill areas and conceptualize treatment requirements.

3.2 Determine the extent of existing development utilizing Property Appraiser data and field reconnaissance.

3.3 Determine maximum area of potential benefit and prioritize capacity allocation locations with City and county officials based on maximum public benefit.

3.4 Define maximum development potential based on location, topography, and potential land use.

3.5 Coordinate with CRA Staff and the Hernando County Public Works Director to complete the following scope of work as part of the County's Cooperative Drainage Funding Plan and related SWFWMD approved BMPs.

3.5.1 Organize treatment requirements by best-fit BMP and determine capacity of each BMP to provide pollutant removal efficiencies needed – allocate capacity based on terrain and potential service area. Review BMPs: 2 (southernmost); 5 (easterly); and 7 (westerly); as applicable to this goal. Coordinate results of potential affects with City and County officials.

3.5.2 Coordinate a pre-application meeting with SWFWMD, City, and County officials to gain consensus of approach and permitting requirements.

3.5.3 Consultant will prepare documentation to comply with SWFWMD conceptual design criteria for the installation of treatment components for the Master Planned CRA and surrounding area.

3.5.4 Consultant will prepare a final report that details the necessary improvements required to exempt and/or permit development infill within the Brooksville CRA

EXHIBIT B

EXHIBIT "B" TASK FEE QUOTATION PROPOSAL

CONTINUING ENGINEERING SERVICES CONTRACT NO. 08-056C TASK ORDER NO. 36

PROJECT NAME: City of Brooksville/Hernando County CRA/BMP

PROJECT ACTIVITY	Principal Man Hrs	Principal Hrly Rate	Senior Project Engineer II Man Hrs	Senior Project Engineer II Hrly Rate	Sr. Designer II Man Hrs	Sr. Designer II Hrly Rate	Admin. Support Man Hrs	Admin. Support Hrly Rate	Senior Environ Scientist I Man Hrs	Senior Environ Scientist I Hrly Rate	Basic Activity $ AMOUNT	Man Hrs by Activity	Avg Hrly Rate
I. Data Review and Project Identification	5	$170	15	$110	50	$90	5	$55	5	$105	$7,800	80	$97.50
II. Conceptual Design & Permitting	15	$170	30	$110	100	$90	10	$55	20	$105	$17,500	175	$100.00

SUB-TOTAL $25,300.00

Out-of-Pocket Expenses (actual cost - not to exceed) $950.00

NOT TO EXCEED TOTAL LUMP SUM COST $26,250.00

Firm Name: Coastal Engineering Associates, Inc.

Signature:

Clifford E. Manuel Jr., President
(Printed Name and Title)

Date: June 22, 2012

HERNANDO COUNTY

Department Name

Authorized Signature

(Date)

(Printed Name and Title)

Russ Wetherington, CPCM,CPPB,CPM
Chief Procurement Officer

(Date)

TASK ORDERS ARE TO INCLUDE: SCOPE OF SERVICE, PROJECT TIME FRAME, FEE QUOTATION PROPOSAL, AND ANY OTHER RELATIVE ATTACHMENTS. TASK ORDERS ARE TO BE SUBMITTED IN TWO SIGNED ORIGINAL COPIES WITH A PURCHASE REQUISITION TO THE PURCHASING AND CONTRACTS DEPARTMENT.

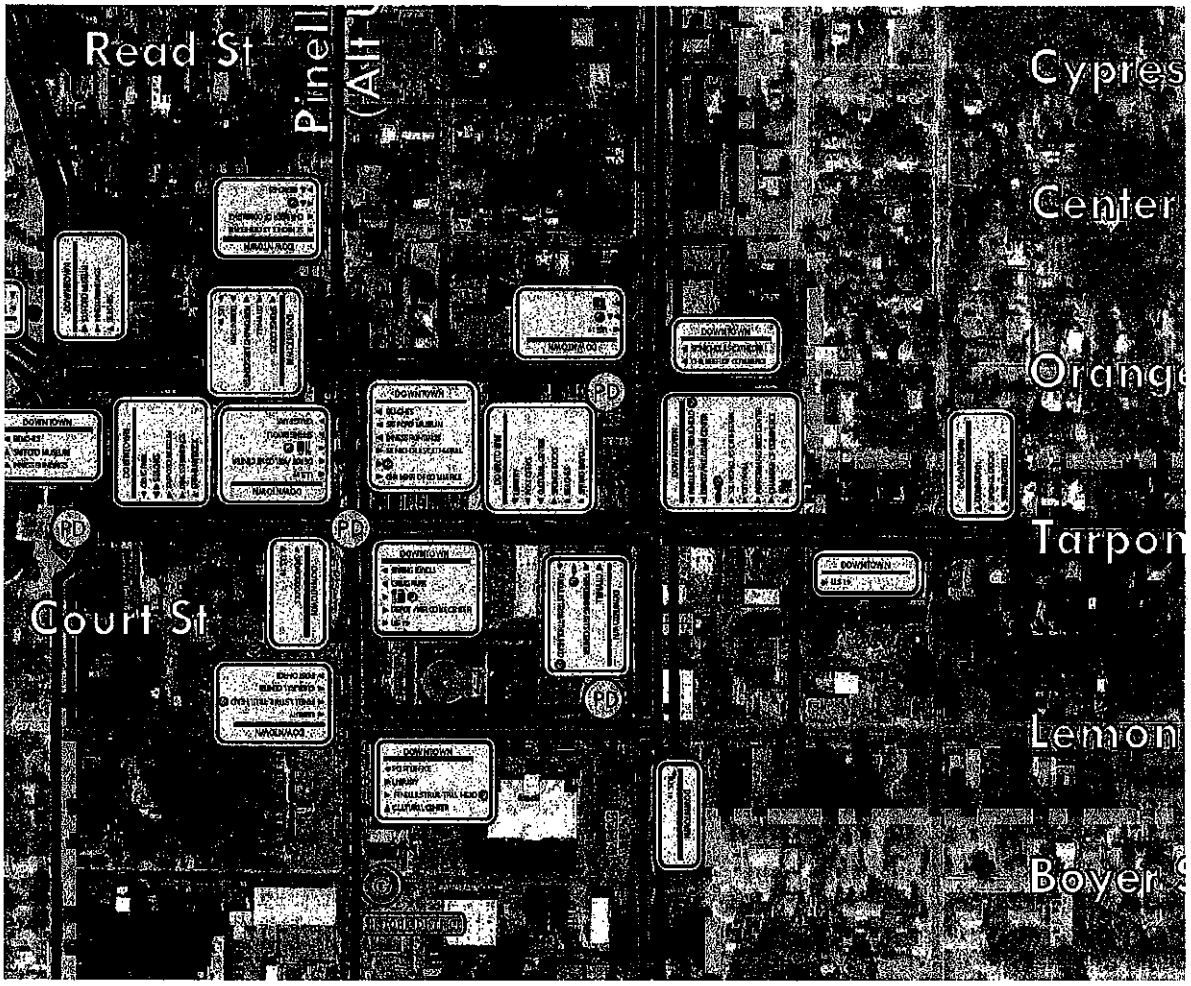
(Related to but not included in CRA Task Order 2)

EXHIBIT C

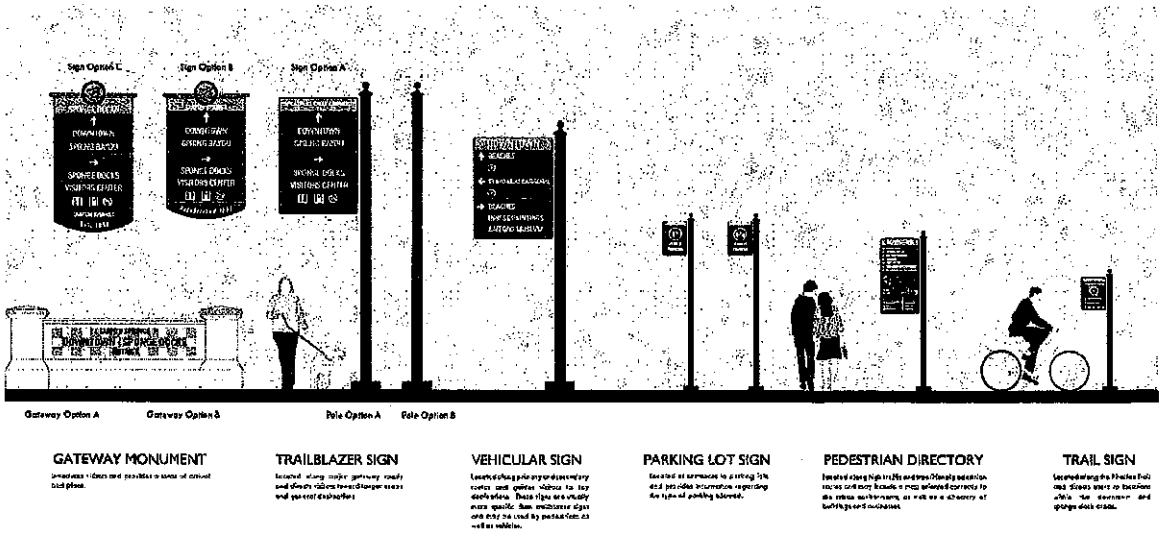
VISUAL WAYSIGN/LOGO EXAMPLES

January 24, 2013

A) Plan View



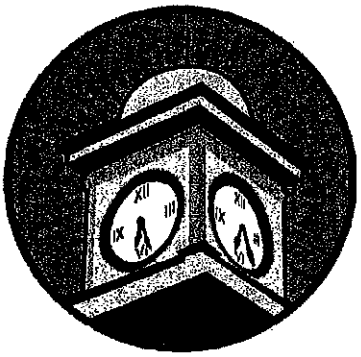
B) Signage Types/Typical Locations



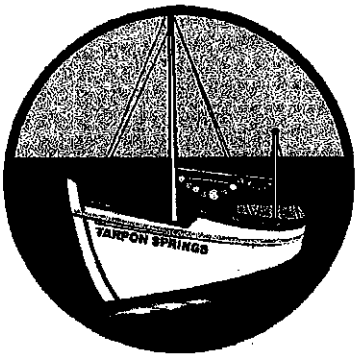
C) Typical – Logos

Logos

Sponge Docks Logo



Downtown Logo

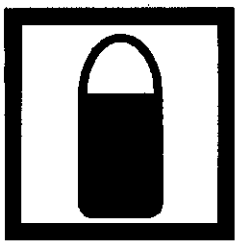


City of Tarpon Springs Logo

Informational and Pictogram Symbols

Pinellas Trail
(Shown reversed out of green color field)

Dining



Shopping

Restrooms

Bicycle Repair

Hospital

CORRESPONDENCE-TO-NOTE
REGULAR COUNCIL MEETING – October 21, 2013

1. TYPE: Letter
   RECEIVED FROM: David Pletincks, Hernando High School Choral Director
   ADDRESSED TO: City Council
   SUBJECT: City-wide Christmas Carol Sing

2. TYPE: Letter
   DATED: September 24, 2013
   RECEIVED FROM: Hernando County Board of County Commissioners, Planning Department
   ADDRESSED TO: Agency Representative
   SUBJECT: Title VI Policy Statement & Complaint Procedure, Language Assistance Plan

3. TYPE: Letter
   DATED: October 1, 2013
   RECEIVED FROM: The Florida League of Cities
   ADDRESSED TO: Municipal Officials
   SUBJECT: 2013/14 Dues Rate

4. TYPE: Letter
   DATED: October 3, 2013
   RECEIVED FROM: Florida Department of Economic Opportunity
   ADDRESSED TO: Mayor
   SUBJECT: Notice of Administrative Closeout

NOTE: COPIES OF ALL CORRESPONDENCE ON FILE IN THE OFFICE OF THE CITY CLERK

919 North Broad Street
Brooksville, Florida 34601
(352) 797-7000

HERNANDO HIGH SCHOOL
700 Bell Avenue
Brooksville, Florida 34601
Phone: (352) 797-7015 • Fax: (352) 797-7115
www.edline.net/pages/hcsb_hhs

To the Brooksville City Council,

My name is David Pletincks and I'm the new choral director at Hernando High School. I would like to start what will hopefully become a new tradition here in Brooksville by holding a city-wide Christmas Carol Sing for the community on Friday, December 6, 2013. I hosted a similar one in Fort Myers as a part of the Edison Festival and it was a huge success every year. My goal would be to combine the choirs of Hernando High School and First Baptist Church, Brooksville (where I am also the music director) to make a host choir of 70 singers. We would also hire and instrumental ensemble of 15 local musicians to serve as the orchestra for the event. I would plan to have the combined choirs perform at least two numbers together and the remainder of the program would consist of the audience singing all of their favorite Christmas Carols. We would also involve a short narration between the songs very similar to what Disney does with their Candlelight Processional at EPCOT Center.

Another aspect of this evening would be to encourage the local restaurants, galleries and businesses to stay open late that night and we would encourage the audience members to all head downtown and see the Christmas lights and enjoy the atmosphere.

How I would like to see the City of Brooksville participate in this event is to place this event on your calendar and make it an official event for the City of Brooksville. We will host the event at First Baptist, Brooksville and the Hernando High School Choir will also be involved. This can be a great event for the entire community and we would love to have the city's blessing in promoting and advertising this event.

Thank you so much for your time.

Sincerely,

David Pletincks

CTN
10.21.13

The Hernando County School District collaborates with parents and other community stakeholders to effectively prepare all students for a successful transition into a diverse and changing world.

It is the policy of the Hernando County School District not to illegally discriminate or allow its employees to illegally discriminate on the basis of race, color, religion, national origin, age, sex, marital status, disability or GINA in its educational programs or employment practices.

10-03-13 P05:49 IN

Board of County Commissioners

Hernando County

PLANNING DEPARTMENT
Government Center / Administration Building
20 North Main Street, Room 262
Brooksville, Florida 34601-2828

Planning - (352) 754-4057
Fax - (352) 754-4420
E-Mail: planning@co.hernando.fl.us

September 24, 2013

RE: Title VI Policy Statement and Complaint Procedure, Language Assistance Plan

Dear Agency Representative:

Enclosed please find the *Hernando County Transit Service 2013 Title VI Plan,* incorporated *Language Assistance Plan,* and laminated *Title VI – Notice to Public* and *Census Bureau's "I Speak Cards."* Please post this notice and have the cards available in your office reception area, walk-in counter or other public area, indicating the availability of language assistance. Please sign the *Notice to County Grant and Program Participants* and return in the self-addressed envelope or by e-mail to agarza@hernandocounty.us.

All programs and operations of entities receiving federal government assistance, including the County and its participants, must take reasonable measures to improve access to services for Limited English Proficient (LEP) persons. Participants are encouraged to have in place written policies on the provision of interpreter and translation services.

Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color, creed, sex, age, or national origin in programs or activities receiving federal financial assistance. As part of this plan, the Hernando County Board of County Commissioners (County) has developed the Language Assistance Plan (LAP) to better provide language assistance for LEP persons seeking meaningful access to County programs.

The enclosed LAP details procedures on how to identify a person who may need language assistance, ways in which assistance may be provided, training of staff, how to notify LEP persons that assistance is available, the complaint procedure and information for future plan updates.

Any questions or comments regarding this plan should be directed to Transit Coordinator, Hernando County Planning Department, 20 North Main Street, Room 262, Brooksville, FL 34601, Phone: (352) 754-4057 or Email: planning@hernandocounty.us.

Sincerely,

Steve Diez
Transportation Planner II

SRD:ajg

Enclosures: Transit Service 2013 Title VI Plan, Laminated Title VI – Notice to Public, Laminated Census Bureau's "I Speak Cards"

CTN
10-21-13
cc: Bette Geiger

LAP APPENDIX D

Notice to County Grant and Program Participants

All programs and operations of entities that receive assistance from the federal government, including the County and its participants, must comply to the fullest reasonable extent for improving access to services for Limited English Proficient (LEP) persons.

Participants are encouraged to have in place written policies on the provision of interpreter and translation services.

I acknowledge that a copy of Hernando County's Limited English Proficiency Plan has been provided to our organization and I have read the contents and fully understand the LAP Plan obligations and responsibilities.

_____ _____

Signature Date

_____

Organization

Hernando County
Board of County Commissioners

Hernando County Transit Service 2013 Title VI Plan

Approved September 24, 2013

Prepared by:
Hernando County Planning Department
20 North Main Street, Room 262
Brooksville, FL 34601
Phone: (352) 754-4057
Fax: (352) 754-4020

www.hernandobus.com

Title VI Plan - Table of Contents

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Introduction

As a direct recipient of Federal Transit Administration (FTA) funds, the Hernando County Board of County Commissioners (BCC) is required to submit a Title VI compliance report to the FTA Region 4 office every three years. This document highlights the BCC'S efforts with regards to Title VI compliance. Annual updates are required FTA.

Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color, creed, sex, age, or national origin in programs or activities receiving federal financial assistance. Presidential Executive Order 13166 addresses services to those individuals with limited English proficiency. Presidential Executive Order 12898 addresses environmental justice in minority and low-income populations. To address these federal requirements, the BCC has developed a Title VI Plan, a Limited English Proficiency Plan (LEP) and an Environmental Justice Plan. The following sections provide a summary of the BCC activities relating to those requirements.

Notice to the Public – Process

The BCC's goal is not to discriminate against any person with respect to any BCC transit program or service. This commitment is incorporated into all public outreach efforts to engage all segments of the population in the transportation planning process. The BCC actively provides information regarding its Title VI obligations to the public using a variety of methods. Information, such as reference to the FTA circulars and the BCC Title VI and LEP programs and complaint procedure is available upon request at the BCC office and on the website. Notice of the non-discrimination policy is included in all transit contracts, public meeting and bid advertisements. The BCC, as well as each subgrantee and transportation provider, as applicable, must certify each year that there have been no Title VI complaints or lawsuits.

As a policy, staff is educated on the Title VI requirements including how to assist a person who has limited English proficiency. The entire FTA non-discrimination clauses are included in all consultant contracts and subgrantee agreements. The Title VI Notice is shown in Appendix A and posted at the Hernando County government center, on the bus website, at the transit operator administrative office, and on all County transit vehicles, shelters, and facilities.

Title VI Complaint Process and Procedures

Any person who believes she or he has been discriminated against on the basis of race, color, or national origin by the Hernando County Board of County Commissioners (hereinafter referred to as "the County") may file a Title VI complaint by completing and submitting the agency's Title VI Complaint Form (Appendix B). The County investigates complaints received no more than 180 days after the alleged incident. The County will process complaints that are complete. Once the complaint is received, the County will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgement letter informing her/him whether the complaint will be investigated by our office.

The County has 10 business days to investigate the complaint. If more information is needed to resolve the case, the County may contact the complainant. The complainant has 10 business days from the date of the letter to send requested information to the investigator assigned to the case.

If the investigator is not contacted by the complainant or does not receive the additional information within 10 business days, the County can administratively close the case. A case can be administratively closed also if the complainant no longer wishes to pursue their case. After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member, or other action will occur. If the complainant wishes to appeal the decision, she/he has 30 days after the date of the letter or the LOF to do so.

A person may also file a complaint directly with the Federal Transit Administration, at FTA Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590.

List of Title VI Investigations, Complaints or Lawsuits

The County maintains a file for Title VI complaints, investigations and lawsuits. Since the time of the last submission, there are no known investigations, complaints or lawsuits.

	Date (Month, Day, Year)	**Summary (include basis of complaint: race, color, or national origin)**	**Status**	**Action(s) Taken**
Investigations				
1.				
2.				
Lawsuits				
1.				
2.				
Complaints				
1.				
2.				

Public Participation

The County seeks out and considers viewpoints of all persons including low-income, minority, elderly, disabled, Limited English Proficiency (LEP), ethnic and religious groups in the course of conducting public outreach and involvement activities in regards to transit activities. The County utilizes the approved Hernando County MPO Public Participation Plan to achieve this objective. The County is also actively pursuing the use of Social Media (Facebook, Twitter, YouTube, etc.) in order to expand its public outreach efforts.

Public outreach methods or activities include:

- Website and Publications: The County includes information on its website regarding transit activities and the Title VI Plan. The County can supply most documents, upon request, in a variety of alternative formats and the use of Google Translator enables multi-lingual options. Transit related documents are available on the website.

- Public Meetings and Workshops: The County's board meetings are broadcast live and are video archived on the website. The County hosts and participates in many public meetings and workshops to share information about the transit programs, activities and services and to collect information from users of these programs. Workshops and forums are located in various locations and at various times of the day in the County and are accessible from the transit system.

- Surveys: The County conducts surveys of riders on its transit system. Surveys request feedback from the public on how better to serve their needs. Staff considers the needs of those who cannot read or write and will verbally read the survey and record the respondent's comments. Surveys have also been made available in alternative formats such as large type and Spanish.

Summary of Outreach Efforts

In April of 2013, a bus demonstration was conducted for a group called HEART Literacy which includes individuals that speak a language other than English. The demonstration was very successful.

In the Spring of 2013, an outreach was conducted at a local community college (Pasco-Hernando Community College) and at the Government Center to solicit comments on a proposed minor service change.

In Summer of 2012, a community outreach at Forest Oaks, a retirement community, was conducted to solicit feedback on minor route modifications.

In June of 2012, community outreach efforts were conducted at transfer shelters to poll riders and educate them on the service and upcoming changes.

The annual adoption of the Program of Projects (POP) and the annual progress reports for the Transit Development Plan include public hearings providing an opportunity for the public to voice their opinions about transit activities.

Through the use of the County's public broadcasting media a Focus Show featuring information about the transit operations was completed in August 2013.

Language Assistance Plan

To provide meaningful access to the County's transit programs and services the County's Language Assistance Plan (LAP) utilizes the MPO's adopted Limited English Proficiency Plan to achieve this objective. It serves as a training tool and guide for staff on how to recognize a person who may need language assistance and how to provide that assistance. The LAP Plan was developed pursuant to the Department of Transportation's guidance and is attached as Appendix C.

Membership of Non-Elected Committees & Councils

Hernando County does not have subrecipients.

Should Hernando County have subrecipients, the following monitoring mechanisms would apply:

1. Yearly service surveys of riders/customers

2. Periodic unannounced inspections/visits of the system routes and facilities

3. A review of the contractors published Title VI policy.

4. Hernando County will review any complaint made by a citizen against a subrecipient to ensure necessary and appropriate action

To insure these tasked are completed a log is maintained and is available upon request.

Determination of Site or Location of Facilities

Hernando County has not constructed any transit-related facilities with FTA funding.

Resolution for Approval of Title VI Plan

Attached as Appendix D is a copy of the executed resolution of the Hernando County Board of County Commissioners for the Title VI Plan.

Service Standards (for Systems Under 50 Vehicles)

A. Vehicle Load Standards

The vehicle load for each of the vehicles utilized in the fixed-route with ADA complementary service is identified in the following chart.

Load for Peak & Off-Peak Vehicles for Each Mode

Vehicle Type	Quantity	Number of Seats	Number of Wheel Chairs	Standees	Vehicle Load (F+G+H)/F	Mode
Bluebird High Floor	3	26	2	10	1.46	MB
Bluebird Low Floor	2	26	2	10	1.46	MB
Arboc Vehicles	3	20	2		1.10	MB
Goshen	2	10	3		1.30	DR
Turtletop Cutaway	5	10	2		1.20	DR
	15					

B. Vehicle Headway Standards

Motorbus service operates on three routes throughout the county on 75-minute headways from 5:50 a.m. until 7:30 p.m., Monday-Friday. Motorbus service headways do not fluctuate. Demand response service operates based upon the scheduling of trips based upon rider need.

Scheduling involves consideration of a number of factors including: ridership, transit/pedestrian friendly streets, density of transit-dependent population and activities, relationship to the Transit Development Plan (TDP) and the Long Range Transportation Plan (LRTP), land use connectivity and transportation demand management.

C. On-time Performance Standards

For Hernando County's demand response complementary service, a vehicle is considered on time if it departs a scheduled trip no more than 5 minutes late. The on-time performance objective for demand response is 90% or greater, however, a performance rate of 92-93% is nominally achieved.

For Hernando County's motorbus service, a vehicle is considered on time if it departs a scheduled timepoint no more than 5-10 minutes late. The on-time performance objective for motorbus is 85% or greater. Monitoring of standards is performed through the monthly operations report prepared by the Transit Operator.

D. Service Availability Standards (for each mode)

Hernando County's service availability for demand response service is determined by federal regulations for ADA complementary service standards; that is, ¾ mile radius of the-fixed route service. Additionally, areas completely surrounded by fixed-route service are also provided ADA complementary service.

Due to the varying densities of the service area, specific service standards for bus stop locations have not been established. Rather, through environmental justice meetings, public hearings, and the receipt of public input, analysis of the service area, specific locations for bus stops were implemented. Hernando County has determined the need for an ADA Transition Plan and infrastructure guidelines plan for the provision of amenities. This study is underway. A policy will be implemented after the study is concluded.

Service Policies (for Systems Under 50 Vehicles)

A. Transit Amenities

Hernando County has determined the need for an ADA Transition Plan and infrastructure guidelines plan for the provision of amenities. This study is underway. A policy will be implemented after the study is concluded.

B. Vehicle Assignment for Each Mode

Hernando County does not assign vehicles to routes or type of service based upon vehicle age or other factors. The assignment is made based upon ridership demands, spare ratio, and population densities. Demand response vehicles are assigned by the size of the vehicle for the services needed.

TITLE VI APPENDIX A

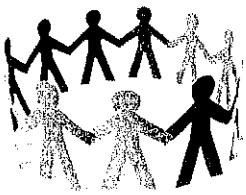
TITLE VI NOTICE TO THE PUBLIC

TITLE VI - NOTICE TO PUBLIC

The Hernando County Board of County Commissioners (BCC) operates its programs and services without regard to race, color, national origin, age, sex, religion, disability, family or income status. Any person who believes he or she has been subjected to any unlawful discriminatory practice under Title VI may file a complaint with the Hernando County BCC.

Any person who believes that he or she, has been subjected to discrimination or retaliation, from the Hernando County BCC administration of federally funded programs, may file a written complaint. All written complaints received by the BCC are referred immediately to the Federal Transit Administration's (FTA) Title VI Coordinator for processing.

Written complaints or questions may be sent to:
Queja o pregunta por escrito pueden ser enviadas a:



Transit Coordinator
Hernando County Planning Department
20 North Main Street, Room 262
Brooksville, FL 34601
Phone: (352) 754-4057
Email: planning@hernandocounty.us

La Junta del Condado de Hernando de Comisionados del Condado (BCC) opera sus programas y servicios, sin distinción de raza, color, origen nacional, edad, sexo, religión, discapacidad, familiares o nivel de ingresos. Cualquier persona que crea que ha sido objeto de ninguna práctica discriminatoria ilegal bajo el Título VI puede presentar una queja ante la BCC del Condado de Hernando.

Cualquier persona que cree que él o ella ha sido objeto de discriminación o represalia, de la administración BCC del Condado de Hernando de programas financiados por el gobierno federal, puede presentar una queja por escrito. Todas las quejas recibidas por escrito por el BCC se conocen inmediatamente al tránsito Administraciones Federal (FTA) Coordinador del Título VI para su procesamiento.

TITLE VI APPENDIX B

COMPLAINT FORM (IN ENGLISH & SPANISH)

TITLE VI PROGRAM AND RELATED STATUTES
DISCRIMATION COMPLAINT AGAINST HERNANDO COUNTY

Name:	Telephone (home):	Telephone (work):
Address:	City, State, Zip Code:	

Name of COUNTY Staff Person that You Believe Discriminated Against You:

Address:	City, State, Zip Code:

Date of Alleged Incident:

You were discriminated because of:

☐ Race	☐ Retaliation	☐ Sex	☐ Familial Status	☐ Religion
☐ Color	☐ National Origin (Language)	☐ Age	☐ Disability	☐ Other

Explain as briefly and clearly as possible what happened and how you were discriminated against. Indicate who was involved. Be sure to include how other persons were treated differently than you. Also attach any written material pertaining to your case.

Signature:	**Date:**

FORMULARIO DE QUEJA
CONDADO DE HERNANDO

	δmero de Tel9fono (residencia):	Nδmero de Tel9fono (trabajo):
Direccion de Residencia (Nδmero y calle, nδmero de departamento):	Ciudad, Estado y C∴digo Postal de Residencia:	

Nombre de la persona que discrimin∴ contra usted, y nombre de la dependencia (si lo sabes):

Direccion de la persona o dependencia que discrimin∴ contra usted:	Ciudad, Estado y C∴digo Postal de la persona o dependencia que discrimin∴ contra usted:

Fecha del incidente discriminatorio:

Causa de la discriminaci∴n:

☐ Raza	☐ Retaliaci∴n	☐ Sexo	☐ Estado Civil	☐ Religi∴n
☐ Color de Piel	☐ Nacionalidad	☐ Edad	☐ Impedimento Fisico o Mental	☐ Otro

Explique claramente como sucedi∴ la discriminaci∴n y quienes participaron en ella. Incluya en su explicaci∴n caulquier conocimiento que tenga de tratamiento diferente a otras personas. Adjunte cual quier otro escrito relacionado con su caso.

Firma:	**Fecha:**

TITLE VI APPENDIX C

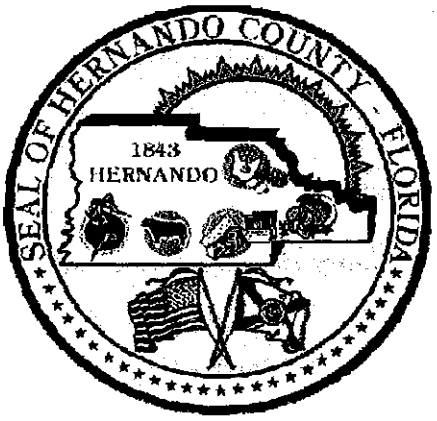
Language Assistance Plan

Hernando County

Board of County Commissioners

Language Assistance Plan

Approved September 24, 2013



www.hernandobus.com

Prepared by:
Hernando County Planning Department
20 North Main Street, Room 262
Brooksville, FL 34601
Phone: (352) 754-4057
Fax: (352) 754-4020
www.hernandocounty.us/plan

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LAP APPENDIX B **List of Available Resources**

LAP APPENDIX C **Hernando County Discrimination Complaint Procedure (includes EJ Program Participants attachment)**

LAP APPENDIX D **Notice to Hernando County Grant and Program Subrecipients**

Introduction

The purpose of this limited English proficiency policy guidance is to clarify the responsibilities of recipients of federal financial assistance from the U.S. Department of Transportation (DOT) and assist them in fulfilling their responsibilities to limited English proficient (LEP) persons, pursuant to Title VI of the Civil Rights Act of 1964 and implementing regulations. It was prepared in accordance with **Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq.**, and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives federal financial assistance, and;

Executive Order 13166

Executive Order 13166 "Improving Access to Services for Persons With Limited English Proficiency," reprinted at 65 FR 50121 (August 16, 2000), directs each Federal agency that is subject to the requirements of Title VI to publish guidance for its respective recipients clarifying that obligation. Executive Order 13166 further directs that all such guidance documents be consistent with the compliance standards and framework detailed in the Department of Justice's (DOJ's) Policy Guidance entitled "Enforcement of Title VI of the Civil Rights Act of 1964--National Origin Discrimination Against Persons With Limited English Proficiency." (See 65 FR 50123, August 16, 2000 DOJ's General LEP Guidance). Different treatment based upon a person's inability to speak, read, write, or understand English may be a type of national origin discrimination.

Executive Order 13166 applies to all federal agencies and all programs and operations of entities that receive funding from the federal government, including state agencies, local agencies and governments such as the County, private and non-profit entities, and subrecipients.

Plan Summary

The Hernando County Board of County Commissioners (County) has developed this Limited English Proficiency Plan (LEP) to help identify reasonable steps to provide language assistance for LEP persons seeking meaningful access to County programs as required by Executive Order 13166. A Limited English Proficiency person is one who does not speak English as their primary language and who has a limited ability to read, speak, write, or understand English.

This plan details the procedures on how to identify a person who may need language assistance, the ways in which assistance may be provided, training staff, how to notify LEP persons that assistance is available, and information for future plan updates.

In developing the plan while determining the County's extent of obligation to provide LEP services, the County undertook a U.S. Department of Transportation four factor LEP analysis which considers the following: 1) The number or proportion of LEP persons eligible in the County to be served or likely to encounter an County program, activity, or service; 2) the frequency with which LEP individuals come in contact with an County program; 3) the nature and importance of the program, activity or service provided by the County to the LEP population; and 4) the resources available to the County and overall costs to provide LEP assistance. A brief description of these considerations is provided in the following section.

Four Factor Analysis

1. **The number or proportion of LEP persons eligible to be served or likely to encounter an County program, activity, or service.**

   The County examined the US Census Bureau's 2007-2011 American Community Survey (ACS) data and was able to determine that approximately 10.8% or 12,965 of the Hernando County population age 5 and older spoke a language other than English at home.

   As the ACS survey indicates, of the 12,965 persons who speak a language other than English, 7.0% speak Spanish or Spanish Creole, 2.8% speak Other Indo-European languages, 0.6% speak Asian and Pacific Island languages, and 0.4% speak Other languages.

   Of the 7.0% of persons that speak Spanish or Spanish Creole, approximately 25% or 1.8% speak English less than "very well."

2. **The frequency with which LEP individuals come in contact with an County program, activity, or service.**

   The County assesses the frequency at which staff has or could possibly have contact with LEP persons. This includes documenting phone inquiries and surveying public meeting attendees. Since the last update, the County has recorded zero requests for an interpreter in any language and zero requests for translated County documents.

   Based on the above data from the ACS survey, the County will ensure that Spanish language brochures and transit schedules are available on the vehicles, at all County government offices; at transfer centers and other transit stops.

3. **The nature and importance of the program, activity, or service provided by the County to LEP community.**

   While there is a relatively small concentration of Spanish-speaking persons in the County, the County will evaluate the need for any formal outreach efforts to identify those County programs would be of importance to a Spanish-speaking LEP person. One area that has been addressed was the fixed-route transit system and to help accommodate the Spanish population, the County's transit operator, has translated its system route map and brochures. The County also has the ability to translate any of its documents and brochures into Spanish as needed.

   Many Spanish-speaking Outreach Operation clients are economically disadvantaged and receive medical services through Medicaid. The County's coordinates its Transportation Disadvantaged Program (TD) thru Mid Florida Community Services, Inc., and it is the coordinating Medicaid non-emergency transportation agency and provides transportation for Medicaid compensable trips. The TD Program was also identified as a potential

provider of important services for the Spanish-speaking LEP person.

4. **The resources available to the County and overall costs**

The County assessed its available resources that could be used for providing LEP assistance. This included identifying what staff and volunteer language interpreters (see Appendix B) are readily available, how much a professional interpreter and translation service would cost, which documents should be translated, taking an inventory of available organizations that the County could partner with for outreach and translation efforts, examining which financial and in-kind sources could be used to provide assistance, and what level of staff training is needed.

After analyzing the four factors; the County developed the plan outlined in the following section for assisting persons of limited English proficiency.

How to Identify an LEP Person who Needs Language Assistance

Below are tools to help identify persons who may need language assistance:

- Examine records requests for language assistance from past meetings and events to anticipate the possible need for assistance at upcoming meetings;
- When County sponsored workshops or conferences are held, set up a sign-in sheet table, have a staff member greet and briefly speak to each attendee. To informally gage the attendee's ability to speak and understand English, ask a question that requires a full sentence reply;
- Have the Census Bureau's "I Speak Cards" at the workshop or conference sign-in table. While staff may not be able to provide translation assistance at a particular meeting, the cards can be an excellent tool to identify language needs for future meetings. Also, have the cards available at the County office reception area and Transportation Disadvantaged Program office's walk-in counter; and;
- Post a notice of available language assistance at County reception area.

Language Assistance Measures

When an interpreter is needed, in person or on the telephone, first determine what language is required. County staff can currently provide only informal verbal interpretation. If the required language is not available or if a formal interpretation is required, staff shall use the telephone interpreter service, Language Line, at 1-800-752-6096 and this service is available 24 hours a day, 7 days a week.

Staff may be able to assist with written communications and small County document translation requests from LEP persons.

The following County documents are currently available in Spanish: Transportation Disadvantaged Program brochure and application, THE Bus (fixed-route transit) routes and information, as well as the Title VI discrimination complaint form.

County Staff Training

All County staff will be provided with the LEP Plan and will be educated on procedures and services available. This information will also be part of the County staff orientation process for new hires. Training topics are listed below:

- Understanding the Title VI LEP responsibilities;
- What language assistance services the County offers;
- Use of LEP "I Speak Cards;"
- How to access a staff interpreter;
- Documentation of language assistance requests;
- How to handle a complaint; and
- The importance of educating subrecipients on the County's LEP program responsibilities and their obligation to provide language assistance.

Providing Notice of Available Language Service to LEP Persons

- Post signs that language assistance is available in County buildings, transit vehicles and facilities, and other public areas.

Outreach Techniques:

- If staff knows that they will be presenting a topic that could be of potential importance to an LEP person or if staff will be hosting a meeting or a workshop in a geographic location with a known concentration of LEP persons, have meeting notices, fliers, advertisements, and agendas printed in an alternative language, such as Spanish.
- When running a general public meeting notice, staff should insert the clause "**Un traductor del idioma español estará disponible.**" This means, "A Spanish translator will be available." Or if not sure of the need, staff should insert this clause, "**Si usted necesita la ayuda de un traductor del idioma español, por favor comuníquese con la** (insert staff name) **al teléfono** (###-####), **cuando menos 48 horas antes de la junta,**" which asks persons who need Spanish language assistance to make arrangements with the County within two days of the publication notice.
- As a rule, Spanish speaking staff or a hired interpreter should be on hand at public meetings intended for gathering public input.

Monitoring and Updating the LEP Plan

This plan is designed to be flexible and is one that can be easily updated. At a minimum, the County will follow the Title VI Program update schedule for the LEP Plan. The next required Title VI Program update must be forwarded to the FTA by October 1, 2013.

Each update should examine all plan components such as:

- How many LEP persons were encountered?
- Were their needs met?
- What is the current LEP population in Hernando County?

- Has there been a change in the types of languages where translation services are needed?
- Is there still a need for continued language assistance for previously identified County programs? Are there other programs that should be included?
- Have the County's available resources, such as technology, staff, and financial costs changed?
- Has the County fulfilled the goals of the LEP Plan?
- Were any complaints received?

Dissemination of the County Limited English Proficiency Plan

The County will post the LEP Plan on its website at: www.hernandobus.com. Additionally, the Policy Statement and Complaint Procedure will be posted at the offices of the Planning Department, County Administration, and all of the listed agencies included in Appendix C. The Policy Statement and Complaint Procedure are also included on all the fixed-route and paratransit vehicles.

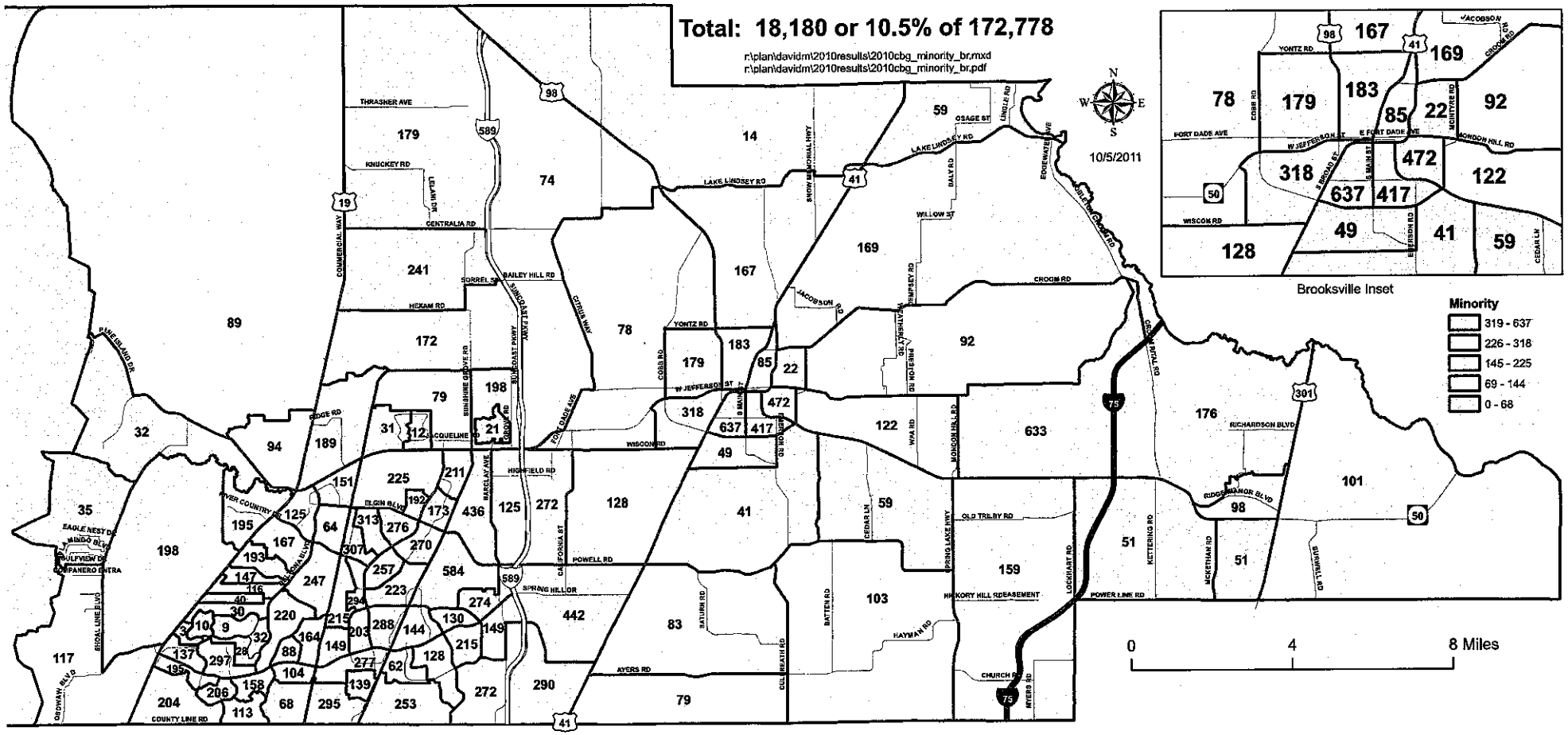
Any person, including social service, non-profit, and law enforcement agencies and other community partners with internet access will be able to access the plan. For those without personal Internet service, all Hernando County libraries offer free Internet access. Copies of the LEP Plan will be provided to the Hernando County Office of Health and Human Resources, the Florida Department of Transportation, Federal Highway Administration, the Federal Transit Administration, and any person or agency requesting a copy. Each County subrecipient and program participants will be provided a copy and will be educated on the importance of providing language assistance. LEP persons may obtain copies/translations of the plan upon request.

Any questions or comments regarding this plan should be directed to the County Title VI Specialist:

Transit Coordinator
Hernando County Planning Department
20 North Main Street, Room 262
Brooksville, FL 34601
Phone: (352) 754-4057
Fax: (352) 754-4420
Email: planning@hernandocounty.us

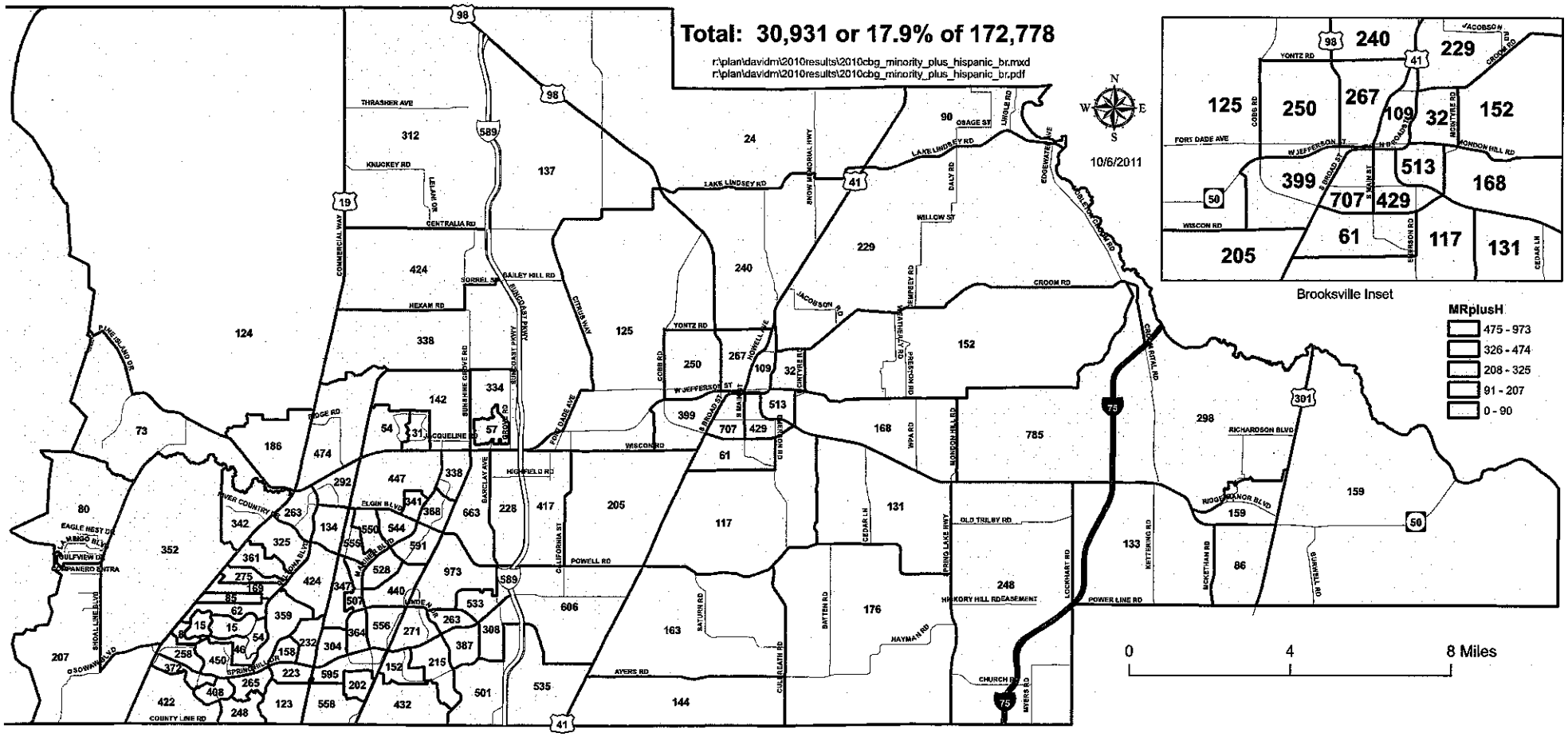
LAP APPENDIX A – POPULATION MAPS

2010 Census: Minority-Race Counts by Block Group - Hernando County, Florida



Source: US Census Bureau http://www.census.gov/geo/www/tiger/tgrshp2010/tgrshp2010.html http://factfinder2.census.gov/main.html

2010 Census: Minority-Race-plus-Hispanic Counts by Block Group - Hernando County, Florida



Source: US Census Bureau http://www.census.gov/geo/www/tiger/tgrshp2010/tgrshp2010.html http://factfinder2.census.gov/main.html

LAP APPENDIX B

List of Available Resources

Informal Staff Translation and Interpretation:

Spanish

If the required language is not available or if a formal interpretation is required, staff shall use the telephone interpreter service.

Formal Interpreter and Translation Service:

The County will utilize the Language Line Interpreter Services at 1-800-752-6096.

LAP APPENDIX C

Hernando County Discrimination Complaint Procedure

Title VI of the Civil Rights Act of 1964 as amended prohibits discrimination on the basis of race, color and national origin for programs and activities receiving federal financial assistance. As a recipient of federal financial assistance, the Hernando County Board of County Commissioners has in place a Title VI complaint procedure.

1. Any person who believes that he or she, or any specific class of persons, has been subjected to discrimination or retaliation, from the Hernando County Board of County Commissioners administration of federally funded programs, as prohibited by Title VI of the Civil Rights Act of 1964, as amended, and related statutes, may file a written complaint. All written complaints received by the County are referred immediately by the County's Title VI Specialist, to the FTA's Title VI Coordinator for processing in accordance with approved procedures.

Written complaints may be sent to:
Transit Coordinator
Hernando County Planning Department
20 North Main Street, Room 262
Brooksville, FL 34601
Phone: (352) 754-4057
Email: planning@hernandocounty.us

2. The County's Title VI Specialist shall resolve verbal and non-written complaints received by the County informally. If the issue has not been satisfactorily resolved through informal means, or if at any time the complainant requests to file a formal written complaint, the Complainant shall be referred to the FTA's Title VI Coordinator for processing in accordance with approved procedures.

3. The County's Title VI Specialist will advise the FTA's Title VI Coordinator within five (5) calendar days of receipt of the allegations. The following information will be included in every notification to the FTA's Title VI Coordinator:

   (a) Name, address, and phone number of the Complainant;
   (b) Name and address of the County;
   (c) Basis of complaint (i.e., race, color, national origin, sex, age, disability, religion, familial status or retaliation);
   (d) Date of alleged discriminatory act(s);
   (e) Date complaint received by the County;
   (f) A statement of the complaint;
   (g) Other agencies (state, local or Federal) where the complaint has been filed; and
   (h) An explanation of the actions the County has taken or proposed to resolve the allegation(s) raised in the complaint.

4. Within ten (10) calendar days, the County's Title VI Specialist will acknowledge receipt of the allegation(s), inform the Complainant of action taken or proposed action to process the allegation(s), and advise the Complainant of other avenues of redress available, such as the FTA's Equal Opportunity Office (EOO).

5. Within sixty (60) calendar days, the recipient's County Title VI Specialist will conduct and complete a review of the verbal or non-written allegation(s) and based on the information obtained, will render a recommendation for action in a report of findings to the County's Executive Director.

6. Within ninety (90) calendar days of the verbal or non-written allegation(s) receipt, the County's Executive Director will notify the Complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the Complainant of his/her right to file a formal complaint with the FTA's EOO if they are dissatisfied with the final decision rendered by the County. The County's Title VI Specialist will also provide the FTA's Title VI Coordinator with a copy of this decision and summary of findings.

7. The County's Title VI Specialist will maintain a log of all verbal and non-written complaints received by the recipient. The log will include the following information:

   (a) Name of Complainant;
   (b) Name of Respondent;
   (c) Basis of complaint (i.e., race, color, national origin, sex, age, disability, religion, familial status or retaliation);
   (d) Date verbal or non-written complaint was received by the recipient;
   (e) Date recipient notified the FTA's Title VI Coordinator of the verbal or non-written complaint; and
   (f) Explanation of the actions the County has taken or proposed to resolve the issue raised in the complaint.

TITLE VI PROGRAM AND RELATED STATUTES
DISCRIMATION COMPLAINT AGAINST THE HERNANDO COUNTY

Name:	Telephone (home):	Telephone (work):
Address:	City, State, Zip Code:	

Name of COUNTY Staff Person that You Believe Discriminated Against You:

Address:	City, State, Zip Code:

Date of Alleged Incident:

You were discriminated because of:

☐ Race	☐ Retaliation	☐ Sex	☐ Familial Status	☐ Religion
☐ Color	☐ National Origin (Language)	☐ Age	☐ Disability	☐ Other

Explain as briefly and clearly as possible what happened and how you were discriminated against. Indicate who was involved. Be sure to include how other persons were treated differently than you. Also attach any written material pertaining to your case.

Signature:	**Date:**

LAP Page 10

FORMULARIO DE QUEJA
CONDADO DE HERNANDO

Nombre de la persona discriminada:	Nδmero de Tel9fono (residencia):	Nδmero de Tel9fono (trabajo):
Direccion de Residencia (Nδmero y calle, nδmero de departamento):	Ciudad, Estado y C∴digo Postal de Residencia:	

Nombre de la persona que discrimin∴ contra usted, y nombre de la dependencia (si lo sabes):

Direccion de la persona o dependencia que discrimin∴ contra usted:	Ciudad, Estado y C∴digo Postal de la persona o dependencia que discrimin∴ contra usted:

Fecha del incidente discriminatorio:

Causa de la discriminaci∴n:

☐ Raza	☐ Retaliaci∴n	☐ Sexo	☐ Estado Civil	☐ Religi∴n
☐ Color de Piel	☐ Nacionalidad	☐ Edad	☐ Impedimento Fisico o Mental	☐ Otro

Explique claramente como sucedi∴ la discriminaci∴n y quienes participaron en ella. Incluya en su explicaci∴n caulquier conocimiento que tenga de tratamiento diferente a otras personas. Adjunte cual quier otro escrito relacionado con su caso.

Firma:	**Fecha:**

LAP APPENDIX D

Notice to County Grant and Program Participants

All programs and operations of entities that receive assistance from the federal government, including the County and its participants, must comply to the fullest reasonable extent for improving access to services for Limited English Proficient (LEP) persons.

Participants are encouraged to have in place written policies on the provision of interpreter and translation services.

I acknowledge that a copy of Hernando County's Limited English Proficiency Plan has been provided to our organization and I have read the contents and fully understand the LAP Plan obligations and responsibilities.

_____ _____

Signature Date

_____

Organization

LIST OF ENVIRONMENTAL JUSTICE PROGRAM PARTICIPANTS

African American Club	Sydney Martin P.O. Box 5203 Spring Hill, FL 34607 352.666.8718 smartin@innet.com	Brooksville Regional Hospital	17240 Cortez Blvd. Brooksville, FL 34601 352.796.5111
Hernando County Habitat for Humanity Attn: Cliff Fouts	19450 Cortez Blvd. Brooksville, FL 34601 352.596.6600	Lighthouse for the Blind send agenda material	Marian Robinson 6492 California Street Spring Hill, FL 34609 352.754.1132 mrobinson@lighthouse-hernando.org
Children & Families	Janice Rivers 1601 NE 25th Avenue, Suite 900 Ocala, FL 34470 352.303.6604 janice_rivers@dcf.state.fl.us	City of Brooksville	Jennene Norman-Vacha, City Manager 201 Howell Avenue Brooksville, FL 34601 352.544.5435
FL Dept of Education (Vocational Rehabilitation)	Michael Brown 7361 Forest Oaks Blvd. Spring Hill, FL 34606 352.200.3020	Mid Florida Community Services, Inc.	Michael Georgini 820 Kennedy Blvd. Brooksville, FL 34601 352.796.1425
Dept. of Elder Affairs	Tommy Ellis 2441 W. Silver Springs Blvd. Ocala, FL 34475 352.432.1349 SC 667-1349	Hernando-Pasco Hospice	Gene Whitfield 12260 Cortez Blvd Spring Hill, FL 34608 352.597.1882
Dawn Center of Hernando County, Admin Office Attn: Debbie Andrews	P.O. Box 6179 Spring Hill, FL 34611 352.799.0657 352.592.1288	Health Department Adult Chronic Disease Program	15470 Flight Path Dr. Brooksville, FL 34604 352.540.6800
St. Vincent DePaul Thrift Store Attn: Woody Cornetta	1291 Kass Circle Spring Hill, FL 34606 352.688.3331	St. Frances Cabrini Parish Attn: Cindy Chase	5030 Mariner Blvd. Spring Hill, FL 34609 352.683.9666
Daystar Life Center Attn: David Goodwin	7120 Hope Hill Road Brooksville, FL 34601 352.799.5930	Health & Human Services send agenda material	Jean Rags, Director 20 N. Main St., Room 161 Brooksville, FL 34601 352.540.4338
Veterans Services Division	Matt Peters 7479 Forest Oaks Blvd. Spring Hill, FL 34606 352.754.4033	Salvation Army Attn: Lt. Christine and Samuel Kim	15464 Cortez Blvd. Brooksville, FL 34613 352.796.1186
State of Florida, Dept of Veterans Affairs	above	Youth & Family Alternatives - RAP House Youth Shelter Attn: Roberto Quiroz	18377 Clinton Blvd. Brooksville, FL 34601 352.797.7566
Catholic Charities Counseling Services Attn: Marie Monahan	1423 Kass Circle Spring Hill, FL 34606 352.686.9897	TeCountyrary Assistance to Needy Families (TANF)	866.762.2237 www.myflorida.com/access florida

Brooksville Housing Authority Attn: Tommy Brooks	800 Continental Drive Brooksville, FL 34601 352.796.6517 352.796.6547	Hernando County Housing Authority	Donald C. Singer, Director 2 N. Broad Street Brooksville, FL 34601 352.754.4160
Better Business Bureau of West Florida	1.800.525.1447	Pasco Hernando Jobs & Education Partnership Regional Board, Inc. Send agenda material	David Hamilton P.O. Box 15790 Brooksville, FL 34604 (352) 797-5781 david@pasco-hernando.com
Hernando County Board of County Commissioners	Board of County Commissioners 20 N. Main Street, Room 263 Brooksville, FL 34601 352.754.4002	Career Central Hernando Attn: Luz Diaz	4440 Grand Blvd. New Port Richey, FL 34668 352.200.3020

RESOLUTION 2013 - 138

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, APPROVING THE 2013 HERNANDO COUNTY TITLE VI PLAN AS AUTHORIZED BY MOVING AHEAD FOR PROGRESS IN THE 21ST CENTURY (MAP-21), PUBLIC LAW 112-141

WHEREAS, the Federal Transit Administration has been authorized under Chapter 53, Title 23 United States Code to award federal public transportation assistance; and

WHEREAS, Hernando County as a direct recipient is authorized to receive public transportation assistance funding from the FEDERAL TRANSIT ADMINISTRATION; and

WHEREAS, as the recipient of FEDERAL TRANSIT ADMINISTRATION funding Hernando County is required to maintain a Title VI program; and

WHEREAS, Hernando County must have an approved Title VI Plan that addresses how the Title VI program will be carried out; and

WHEREAS, the 2013 Hernando County Title VI plan for transit operations is updated as per FEDERAL TRANSIT ADMINISTRATION Circular 4702.1B to meet the new requirements as authorized in the Moving Ahead for Progress in the 21st Century (MAP-21), Public Law 112-141; and

WHEREAS, a 2013 Title VI Plan (which is attached hereto, and incorporated herein) has been developed by the recipient; and

WHEREAS, new requirements in Circular 4702.1B requires a resolution from the recipient approving the Title VI Plan.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Hernando County, Florida, that:

1. The above recitals are incorporated by reference into the body of this resolution and such recitals are adopted as findings of fact.

2. The Board of County Commissioners of Hernando County approves the 2013 Hernando County Title VI Plan for transit operations as presented.

3. To the extent that there are typographical or administrative errors that do not change the tenor, tone, or concept of this Resolution, then this resolution may be revised without subsequent approval of the Board of County Commissioners.

ADOPTED by the Board of County Commissioners of Hernando County, State of Florida, this 24th day of September 2013.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

By: _____
David D. Russell Jr., Chairman

ATTEST: Donald C. Barbee, Jr., Clerk of Court

By: _____

Approved as to Form and
Legal Sufficiency

_____
County Attorney

301 South Bronough Street, Suite 300 • Post Office Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.flcities.com

October 1, 2013

Dear Municipal Official:

The Florida League of Cities is proud to count the City of Brooksville as a member. As the united voice for Florida's municipal governments, the League's strength and success are dependent upon the support and participation of its membership.

This year, the Board of Directors has adopted the 2009 dues rate with a 10 percent reduction. This is the fifth year that the board has approved this dues structure. Your 's dues information for 2013-2014 is provided on the attached sheet.

Please note that your dues invoice was sent directly to Ms. T. Jennene Norman-Vacha, City Manager.

Also attached is a list of "Benefits of League Membership," an overview of the many benefits an opportunities the Florida League of Cities offers to its members. We hope that you take advantage of these programs, products and services.

During 2013-2014, we will continue offering regional training and webinars at no cost to the 's officials and staff. During the next legislative session, we will once again provide a strong presence at the state Capitol and continue our efforts to reform municipal pension plans to make them sustainable. While offering the many benefits on the attached sheet, we will also explore new ideas that will meet the needs of municipalities, now and in the future.

We are grateful to have you as a member and will gladly answer any questions about the League's dues and membership benefits. Please contact Lynn Tipton or Scott Hamilton at 1-(800) 342-8112 if you have any questions.

We appreciate your continued support of the League!

In the fight for HOME RULE,

Michael Sittig
Executive Director

Cc: All Elected Officials
The Honorable Lara Bradburn, Mayor
The Honorable Kevin Hohn, Vice Mayor
The Honorable Joe Bernardini, Councilmember
The Honorable Frankie Burnett, Councilmember
The Honorable Joseph E. Johnston III, Councilmember

CTN 10.21.13

President **P.C. Wu**, Council President, Pensacola
First Vice President **Lori C. Moseley**, Mayor, Miramar ♦ *Second Vice President* **Matthew D. Surrency**, Mayor, Hawthorne
Executive Director **Michael Sittig** ♦ *General Counsel* **Harry Morrison, Jr.**

Florida League of Cities 2013-2014 Dues Information

City of Brooksville membership dues invoiced for 2013 - 2014: **$750.00**

Participants in the following League-administered program(s) received payments and/or grants in 2012 - 2013. Your city received:

Florida Business License Tax Collection Program	**$0.00**
Florida Municipal Insurance Trust Safety Grant	**$0.00**

If your city is not participating in the above programs and you would like more information, please call the FLC at (800) 342-8112

At a Glance - The Benefits of League Membership

When your city is a member of the Florida League of Cities, you get:

Dedicated Advocates

- An advocacy team with more than 75 years of collective experience in state and federal government relations
- A watchdog on state and federal agency rulemaking activity
- Weekly updates on legislative action that directly impacts cities
- Legal advocates at the highest levels of state and federal court on cases of statewide municipal importance
- Opportunities to engage with your congressional delegation at home and in Washington
- Legislative advocacy training to help get your city's message heard
- Legislative issue briefings online and in-person
- Legislative "action" days in Tallahassee during legislative session

Fiscal Savings

- Return of insurance premiums to qualified participants in the Florida Municipal Insurance Trust ($52 million returned to members since 2008)
- Delinquent Local Business Tax Collection Program ($458,477.59 distributed to cities by the League in 2012-2013)
- Technical Assistance Program, one-on-one consultations to help cities find and save money
- An online salary survey where participating cities can view and compare city salary information
- Classified ad postings for open positions on the League website and in the League's statewide newsletter
- Matching Safety Grant Program for participants in Workers' Compensation, Property, and Liability Insurance programs (The Florida Municipal Insurance Trust has provided more than $1 million in matching safety grants to insured members)

Personalized Consultation Services

- Toll-free access to League staff for expert advice on a variety of municipal issues
- Financial and Technical Assistance for Florida Municipalities, a one-stop resource to find and secure money for your city
- Guidance and legal research for city attorneys from the League's staff attorneys

Unbeatable Educational Opportunities

- New "FLC University" to expand and enhance current training programs
- Regional summits on key municipal issues
- Free monthly educational webinars for city officials and staff
- In-depth training sessions for newly elected officials and advanced training sessions to build and maintain knowledge of city government and governing
- Dozens of workshops, leadership training and networking opportunities at annual conference, legislative conference and other events throughout the year
- Safety training for members of the Florida Municipal Insurance Trust and members of the League
- Access to CityStats survey results and other helpful resources through the League's Center for Municipal Research and Innovation

Combined Purchasing Power

- A pooled investment program, retirement plan, bond program and commercial paper program
- Insurance programs, including workers' compensation, liability, auto, property and health

Tools for Engaging Your Citizens

- Civic education materials for adults and students
- Guides for creating city youth councils
- Public service ads for your website and public access channels
- Sponsoring Florida City Government Week in October

Publications That Make a Difference

- A bimonthly magazine, *QC (Quality Cities)*, and a newsletter published twice a month, *FLC eNews*, to keep you informed and engaged
- The *Florida Municipal Official's Manual* - a concise, easy read on city government issues
- The *Florida League of Cities Municipal Directory* - the who and where of Florida's 410 cities, updated annually
- Critical legislative session news, including a weekly bulletin, legislative alerts, a final report summarizing what passed and what didn't, and an advocacy report to let you know how your legislators voted on key city issues
- Annual *State of the Cities* report featuring data from the CityStats survey and trending information on local government issues

Rick Scott
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Jesse Panuccio
EXECUTIVE DIRECTOR

October 3, 2013 10-07-13 P04:04 IN

The Honorable Lara Bradburn
Mayor, City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601-2041

RE: Notice of Administrative Closeout
Small Cities Community Development Block Grant (CDBG) Program
Contract Number: 11DB-C5-05-37-02-N11

Dear Mayor Bradburn:

Congratulations on the successful completion of your CDBG contract. Enclosed is a signed copy of the administrative closeout form for the subgrant agreement. **Final closeout will occur after the Department receives and approves all required audits.** The required audits must be received no later than nine months after the close of the audit period or by June 30. Audits must comply with OMB Circular A-133. Please refer to section ***(6) Audit Requirements*** of your contract for additional information.

Any costs questioned and subsequently disallowed by the final audit may be required to be refunded to the Department. Additionally, should there be any changes to your final expenditures as shown on the ***Section V. Status of Accomplishments and Expenditures*** page; a revised closeout form must be submitted, along with a refund for any unexpended amount.

You must retain all CDBG contract records for six years following the date of final closeout of this contract. If any litigation, claim, or audit is started before the end of the six-year period, records must be kept until all issues involving the subgrant are resolved. Keep a copy of this letter in your CDBG file.

If you have questions, please contact Tammy Anderson at (850) 717-8425 or by e-mail at Tammy.Anderson@deo.myflorida.com.

Sincerely,

Roger J. Doherty, CLEP
Planning Manager, Small Cities CDBG Program

RJD/ta

Enclosure

cc: Mr. William Geiger, Community Development Director, City of Brooksville
Mr. Andy Easton, Grant Consultant, Andy Easton & Associates

CTN 10.21.13
RC: Bill Geiger
Richard Radacky
Steve Baumgartner

Section I. Contract Information

Contract Number: 11DB-C5-05-37-02-N11	Beginning Date: 5-31-11	Ending Date: 5-30-13	Local Government's DUNS Number: 081940090
Recipient: City of Brooksville	Local Contact: Bill Geiger		Phone Number: 352-540-3810

1. Indicate how the project was carried out (administration and construction):	Recipient Employees ☐	Contractors ☐	Both ☒
2. Indicate how beneficiary data was collected:	Census ☐	Survey ☒	Income Verification Form ☐ (for Housing or ED)
3. Enter the Census Tract(s) and/or Block Group(s) for service area(s):	Census Tract(s) 404	Block Group(s) 4036,4009,4034	
4. If location of activities has changed since the initial award was made, and a revised map was not previously submitted, is a map included?	Yes ☐	No ☐	N/A ☒
5. Is a Property Management Register included?	Yes ☐	No ☐	N/A ☒
6. If an infrastructure project, is an engineering certification included?	Yes ☒	No ☐	N/A ☐
7. Is the project located in a Historic District?	Yes ☐	No ☒	
8. Is the project located in a Presidentially Declared Disaster Area?	Yes ☐	No ☒	
9. Is the project a Brownfield Activity?	Yes ☐	No ☒	
10. Did the local government provide the assistance (to the beneficiaries) in the form of a loan or a grant?	Grant ☒	Loan ☐	Deferred, forgivable loan ☐
11. If a loan, indicate:	Interest Rate: %	Monthly Loan Amount: $	Amortization Period in Months:

12. List all other funds, along with the source, used to support the activities funded with this grant:

	Source	Amount
Local Funds (i.e., General Revenue)	0	$0
Grant(s)	0	$0
Private Funds (i.e., Participating Party, etc.)	0	$0
Loan(s)	0	$0
Other, including Program Income (Specify) 0	0	$0

13. Will the project result in program income? *Program income earned as a result of Small Cities CDBG and Disaster Recovery grants, but not expended before closeout must be returned to DEO. Make check payable to the* ***Department of Economic Opportunity – CDBG Program*** *and include it with the Closeout.*	Yes ☐	No ☒
• If program income has already resulted, indicate amount:	$na	
• Indicate amount of program income that has been expended to date:	$na	
14. Does the local government have CDBG funds on hand? If yes, you cannot close the contract.	Yes ☐ If *yes*: $	No ☒
15. Has a final Request for Funds been submitted? If not, you cannot close the contract.	Yes ☒	No ☐

Section II. Public Services, Public Facility and Infrastructure

(To be completed by Commercial Revitalization, Disaster Recovery and Neighborhood Revitalization grant recipients. If water/sewer hookups were provided, please complete Section IV.)

1. Service (Housing Counseling, etc.)	
a. Number of persons with new access to this service or benefit	
b. Number of persons with improved access to this service or benefit	
c. Number of persons now receiving a service or benefit that is no longer substandard	
2. Public Facility or Infrastructure Improvement (i.e., Water and Sewer Facilities, Drainage, Street Paving)	
a. Number of persons with new access to this type of public facility or infrastructure improvement	
b. Number of persons with improved access to this type if public facility or infrastructure improvement	
c. Number of persons served by public facility or infrastructure that is no longer substandard	366

Section V. STATUS OF ACCOMPLISHMENTS AND EXPENDITURES (Use additional pages if necessary)

National Objective 1-L/M 2-Urgent Need 3-Slum & Blight	(A) Activity #	(B) Activity Name	(C) IDIS # (for Small Cities CDBG)	(D) CDBG Accomplishments		(E) Current Approved CDBG Budget	(F) CDBG Funds Received To Date	(G) Other Leverage Funds Expended
			DEO Use Only	Contracted	To Date			
1	03J	Fire Hydrants		25 FH	25 FH	$196,355.00	$ 196,355.00	$0
1	03J	Water Lines		4995 LF	4995 LF	$412,373.00	$393,371.75	$0
1	03L	Sidewalks		932 LF	932 LF	$64,684.00	$63,104.28	$0
1	21A	Administration		na	na	$46,000.00	$45,129.88	$0
1	03J	Engineering		na	na	$30,588.00	$30,588.00	$0
						$	$	$
						$	$	$
	TOTALS					750,000.00	$728,548.91	$0

J. Total CDBG Approved Budget:	**Total of Column (E)**	$750,000.00
K. Total CDBG Funds Received To Date:	**Total of Column (F)**	$728,548.91
L. Refund Due to DEO:	**If Line (K) is greater than Line (J) indicate the difference**	$0
M. Amount to be Deobligated:	**If Line (K) is less than Line (J) indicate the difference**	$21,451.09

Section VI. BENEFICIARY DATA - Do not enter Administration or Engineering. Beneficiaries of housing units are measured in households (HH), not number of people living in household.

			Activity #		Activity #		Activity #		Activity #		Activity #		Activity #	
Total Beneficiaries Proposed			03J (FH) 358		03J (water lines) 88		03L (sidewalks) 3							
Total Beneficiaries Actual			358		88		3							
LMI Beneficiaries Proposed			306		71		3							
LMI Beneficiaries Actual			306		71		3							
VLI Beneficiaries Proposed			194		38		2							
VLI Beneficiaries Actual			194		38		2							
Female			183		45		2							
Disabled			26		6		0							
Female Head of HH			22		12		0							
Elderly			51		15		0							
RACE	For Housing Grants Only- Enter Summary Information from Page 6		Total	# of Hispanic Ethnicity	Total	# of Hispanic Ethnicity	Total	# of Hispanic Ethnicity	Total	# of Hispanic Ethnicity	Total	# of Hispanic Ethnicity	Total	# of Hispanic Ethnicity
	# Owner Occupied	# Renter Occupied												
White			46	8	14	0	0	0						
African American			308	0	74	0	3	0						
Asian			0	0	0	0	0	0						
American Indian or Alaskan Native			4	0	0	0	0	0						
Native Hawaiian Pacific Islander			0	0	0	0	0	0						
American Indian or Alaskan Native and White			0	0	0	0	0	0						
Asian and White			0	0	0	0	0	0						
African American and White			0	0	0	0	0	0						
American Indian/Alaskan Native and African American			0	0	0	0	0	0						
Other Multi-racial			0	0	0	0	0	0						

Section VIII. CLOSEOUT APPROVAL

I certify that, to the best of my knowledge, all activities undertaken by the local government with funds under this grant agreement have been carried out in accordance with the grant agreement, that proper provision has been made for the payment of all paid costs identified; that the State of Florida is under no obligation to make further payment to the local government under the grant agreement in excess of the amount identified on Line J of the STATUS OF ACCOMPLISHMENTS AND EXPENDITURES form submitted with this closeout report; that every statement and amount set forth in this instrument is true and correct as of this date; that all required audits as of this date have been submitted and approved; and I acknowledge that DEO reserves the right to recover any disallowed costs identified in an audit completed after this closeout.

Chief Elected Official or Authorized Designee

Lara Bradburn

Signature

Lara Bradburn, Mayor, City of Brooksville

Name and Title

7-9-13

Date

For DEO use only:

Approval of this Closeout Package authorizes the deobligation of unexpended CDBG contract funds in the amount of $ 21,451.09 .

Division of Community Development

WBL

Name and Title

26SEP13

Date

DEO Finance and Accounting Section

Emily Burke, Chief, BFM

Name and Title

9/20/13

Date