

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DECEMBER 2, 2015**

AGENDA TAB NO. 11

SUBJECT TITLE: Extension of Contract with Quorum Services for Building Inspection

OBJECTIVE:

To receive Council's approval to extend the City's contract with Quorum Services for Building Inspection for a period of one year under the same terms and conditions. The total fee for the Building Official and the Building Inspector combined is \$19,500.33 per month or \$234,003.96 for one year. Currently one Inspector works two days and the other works three days.

SUMMARY:

The City of Tavares has in force an existing contract with Quorum Services to provide Building Plan Review and Inspections as required under the Florida Building Code. This contract was executed in December 2012. Quorum Services was chosen as a private provider for this service after an extensive Request for Proposals was vetted by staff and after final approval of City Council. The contract duration was for three years with an option to extend for additional one year periods under the same conditions and terms.

The Building Official and Inspector provided by Quorum have and continue to give outstanding service to the residents of this city. The fee to Quorum will remain the same and was included in the approved budget. Staff is recommending that the contract with Quorum be extended for one year as provided for in the contract. A copy of the contract is attached to this report.

OPTIONS

1. That City Council authorizes the City Administrator to extend the contract with Quorum Services for Building Inspection Services for a one year period for a total of \$234,003.96.
2. That City Council does not authorize the extension of the contract with Quorum Services.

STAFF RECOMMENDATION:

Staff recommends that City Council moves to authorize the City Administrator to extend the contract with Quorum Services for a one year period for a total of \$234,003.96 for the Building Official and Building Inspector.

FISCAL IMPACT

There is \$234,000 budgeted in the contractual services line item in the Community Development budget. In addition it should be noted that Building Permit Revenues for FY 16 are budgeted at \$869,381.

LEGAL REVIEW

This agenda summary has been approved for legal sufficiency.

existing

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this 6th day of February 2013, by and between the **CITY OF TAVARES**, a municipal corporation of the State of Florida, hereinafter referred to as "CITY" and **QUORUM SERVICES, LLC**, a Florida Limited Liability Company, hereinafter referred to as "CONSULTANT."

WITNESSETH

WHEREAS, the CITY is a Florida municipality, having a responsibility to provide certain services to benefit the citizens of the City of Tavares; and

WHEREAS, CONSULTANT is in the business of providing certified professionals to perform Building Code Administration, Plans Examination and Code Compliance Inspections on an as-needed basis for the City of Tavares and in the State of Florida; and

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants and obligations hereafter expressed, it is agreed as follows:

1. **Recitals.** THAT the foregoing recitals are true and correct and constitute a material inducement to the parties to enter into this Agreement.
2. **Specific Provisions.** THAT the parties hereby agree to the following specific provisions:
 - a. **Description of Work.** The CONSULTANT shall be responsible for providing the services described in the Scope of Services, which is attached hereto as Attachment "B" and incorporated herein by references. Unless specifically excluded, the CONSULTANT shall provide all, labor, materials, equipment and supervision necessary for the completion of the work described herein. Any conflict between the terms and conditions of this Agreement and the terms and conditions set forth in the bid documents shall be resolved in favor of the Agreement.
 - b. **Payment.** In consideration of the performance of this Agreement, the CITY agrees to pay CONSULTANT at the rate or basis described in Attachment "A", **with the city utilizing the flat rate option Building Inspector /Plans examiner @ \$9,967.00 per month** which is attached hereto and incorporated herein by reference.
 - c. **Commencement and Completion.** The CONSULTANT will be required to commence work under this Agreement on December 10th, 2012 and to continue to provide services for the duration of this Agreement. This Agreement shall be for a period of three (3) years from the date hereof. CITY shall have the option to renew this Agreement for two (2) additional one-year periods per the terms delineated in Exhibit "A" and Exhibit "B" with all other terms and conditions to remain in effect.



d. **Option to Extend.** The CITY shall have options to extend the term hereof for periods of one (1) year each beyond the five year period, subject to availability and appropriation of funds. City Commission approval shall not be required as it is mutually agreed and that the contract terms are not altered.

e. **Termination.**

i. **Termination at Will:** This Agreement may be terminated by the CITY or CONSULTANT at any time without cause by giving written notice not less than thirty (30) days prior to the date of termination; provided that this provision shall not relieve either party from its obligations of this Agreement through the date of the actual termination. At the time of termination, all fees due to CONSULTANT shall be paid to the CONSULTANT as provided herein for services rendered through the date of termination. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

ii. **Termination for Cause:** This Agreement may be terminated by either party for cause by the CITY or the CONSULTANT giving written notice to the other party not less than fourteen (14) days prior to the date of termination; provided that this provision shall not relieve either party from its obligations of this Agreement through the date of the actual termination. At the time of termination all fees due to CONSULTANT shall be paid to the CONSULTANT as provided herein for services rendered through the date of termination. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

f. **Opportunity to cure.** In the event that either party is in breach of this Agreement and that such breach is reasonably rectifiable, the breaching party shall have the opportunity to rectify said breach within seven (7) days of its occurrence. If the breaching party fails to rectify the breach within seven (7) days, the non-breaching party shall be entitled to terminate this Agreement immediately.

g. **Project management.** The Project Manager for the CONSULTANT shall be: William Ward (or his successor). The Project Manager for the CITY shall be: _____ (or his successor). CONSULTANT'S Project Manager as identified herein shall serve in the capacity of Building Official for CITY with all authority, responsibilities, duties and obligations as provided by applicable law. Furthermore, CONSULTANT shall assign such experienced and qualified personnel as are required to professionally perform the services contemplated herein. At anytime, upon fifteen (15) days written notice and for any reason whatsoever, CITY, as determined by its Project Manager, may direct CONSULTANT, to remove and replace the CONSULTANT Project Manager or any individual assigned by CONSULTANT to the project. In the event that either party determines that it is necessary to change its Project Manager as identified herein, notice shall be provided to the other party in writing as soon as reasonably practical.

h. **Notices.** All notices to the parties under this Agreement shall be in writing and sent certified mail to:



i. CITY: **THE CITY OF TAVARES**
Attention: John Drury
201 East Main Street
PO Box 1068
Taveres, FL 32778-1068

ii. CONSULTANT: **QUORUM SERVICES, LLC**
Attention: Shaun Brooker, Managing Member
405 S. Dale Mabry Highway #241
Tampa, FL 33609

i. **Insurance, Hold Harmless and Indemnification**

- I. The CONSULTANT agrees to maintain such insurance as will fully protect both the CONSULTANT and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage of property or for personal injury, including death made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by the CONSULTANT, any subcontractor or by anyone directly or indirectly engaged or employed by either of them.
- II. The insurance required by the terms of this Agreement shall in no event be less than: (a) Comprehensive General Liability insurance and Automobile Liability insurance, with minimum limits of One Million Dollars (\$1,000,000), respectively combined single limit per occurrence, protecting it and City from claims for bodily injury (Including death) and property damage which may arise from or in connection with the performance of CONSULTANT'S services by CONSULTANT'S officers, directors, agents, and employees; (b) Workers' Compensation insurance (unless exempt) as by applicable law (or employer's liability insurance with respect to any employee not coverage by workers' compensation) with minimum limits of One Hundred Thousand Dollars (\$100,000) with respect to any employee not covered by workers compensation per occurrence; (c) Professional liability Insurance with minimum limits of One Million Dollars (\$1,000,000) protecting it from errors and omissions of CONSULTANT from or in connection with the performance of CONSULTANT services hereunder.
- III. The CONSULTANT shall furnish the CITY with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY is to be specifically included as an additional insured or loss payee on all policies except Workers Compensation. The policy shall provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities.

- IV. CONSULTANT agrees to hold harmless, defend and indemnify, including reasonable attorney fees, CITY, its officers, employees and agents against any and all claims, losses, damages or lawsuits for damages, arising from or related to negligence or willful misconduct of the CONSULTANT.
- V. The maintenance of insurance coverage as provided herein or the indemnification, hold harmless or duty to defend shall not be construed to limit or have the effect of limiting CONSULATANT'S liability to CITY under the provision of any clause or paragraph contained in this Agreement or any sovereign immunity that CITY may enjoy.

3. **General Provisions.** THAT the parties hereby agree to the following general provisions:

- a. **Representations of the CONSULTANT.** The CONSULTANT represents that it has sufficient manpower and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which the CONSULTANT operates.
- b. **Representations of the CITY.** The CITY represents that it is duly organized and existing as a Florida municipality. Further, the CITY has the full power and authority to enter into the transactions contemplated by this Agreement.
- c. **Personal Nature of Agreement.** The CONSULTANT hereby warrants that it has the necessary technical expertise and training to perform its duties as outlined in this Agreement. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise and personal abilities of the CONSULTANT. Accordingly, this Agreement is personal and the CONSULTANT shall not assign or delegate any rights or duties hereunder without the specific written consent of the CITY. In the event the CONSULTANT requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, the CONSULTANT shall obtain the written approval of the CITY Manager prior to engaging such subcontractor or professional associate.
- d. **Independent Consultant**
 - i. It is specifically agreed that the CONSULTANT is deemed be an independent consultant and not a servant, employee, joint adventurer or partner of the CITY for the purposes set forth in this subsection and it is further agreed that no agent, employee, or servant of the CONSULTANT shall be deemed to be the employee or servant of the CITY. Accordingly, none of the benefits, if any, provided by the CITY to its employees, including but not limited to compensation insurance and unemployment insurance are available from the CITY to the employees, agents or servants of the CONSULTANT. The CONSULTANT will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors during the performance of this Agreement; provided, however notwithstanding any provision of this Agreement to the contrary. CONSULTANT shall for all purposes provided in this Agreement and otherwise be deemed an agent of



the CITY for purposes of sovereign immunity whether under Florida Statute §768.28 and otherwise, including without limitation Florida Statute §768.28(9)(a). Although the CONSULTANT is an independent consultant, the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY's general right of inspection to secure the satisfactory completion thereof. The CONSULTANT agrees to comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to the CONSULTANT, the CONSULTANTS business, equipment or personnel engaged in operations covered by this Agreement of accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of the CONSULTANT.

- iii. The CONSULTANT agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.
- iv. The CONSULTANT agrees that CONSULTANT'S employee(s) will routinely be on site at CITY facilities for the term of this agreement. CITY requires CONSULTANT to provide its company policies regarding drug-free workplace and workplace harassment and violence to CITY that are at least as stringent as those of the CITY, and to provide documentation that CONSULTANT'S employee(s) are trained in these areas of employment law upon employment and at least every other year following date of hire. Documentation should bear the typewritten name and handwritten signature of said employee(s) as verification that they understand and will abide by Florida Drug-Free Workplace, workplace harassment and violence prevention policies that are at least as stringent as those of the CITY.
- v. The CONSULTANT agrees to provide CITY with FCIC/NCIC criminal background reports on each of its employees or potential employees who may be assigned to perform services on CITY property. Such background checks must be performed by CONSULTANT and provided to CITY for approval **prior to** assigning any employee to perform services on CITY property. CITY retains the right to refuse any CONSULTANT employee or prospective employee on the basis of criminal background results.
- e. **Bid documents.** Any request for proposals (RFP), bid specifications, or other similar documents issued for this project by the CITY together with any addenda are considered the "Bid Documents" and are hereby incorporated into this contract by reference. The CONSULTANT shall deliver services to CITY consistent with general capabilities and provisions of the response to CITY'S "Request for Proposal".
- f. **Acceptance of work product, payment and warranty.** Upon receipt of periodic work product, together with an invoice sufficiently itemized to permit audit, the



CITY will diligently review same. Payment, found to be due the CONSULTANT, will be paid to the CONSULTANT within thirty (30) days after the date of receipt of the invoice. The CONSULTANT warrants that the data utilized by the CONSULTANT (other than as provided by the CITY) is from a source, and collected using methodologies, which are generally recognized in the Consultant's industry or profession to be a reliable basis and foundation for the CONSULTANT's work product. The CONSULTANT shall notify the CITY in writing should it appear, in the CONSULTANT's professional judgment that the data or information provided by the CITY for use in the CONSULTANT's work product is incomplete, defective or unreliable. The CONSULTANT guarantees to amend, revise or correct to the satisfaction of the CITY any error appearing in the work as a result of the CONSULTANT's failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment by the CITY shall relieve the CONSULTANT from its obligations to do and complete the work product in accordance with this Agreement.

- g. **Public records.** All monthly operating records and records required to be prepared or maintained by the CONSULTANT in accordance with the Scope of Services (Exhibit "A"), shall be deemed to be public records. The CONSULTANT shall allow public access to such documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the CONSULTANT assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONSULTANT. The CITY reserves the right to unilaterally cancel this Agreement for refusal by the CONSULTANT to allow public access to all such documents, subject to the Provisions of Chapter 119, Florida Statutes and made or received by the CONSULTANT in conjunction with this Agreement.

4. **Miscellaneous Provisions.** THAT the parties hereby agree to the following miscellaneous provisions:

- a. **Discrimination.** That the CONSULTANT shall assure that no person shall be excluded, on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this Agreement. The CONSULTANT shall take all measures necessary to effectuate these assurances.
- b. **Severability.** That, should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- c. **Entire Agreement.** That this Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations or agreements to the contrary. CONSULTANT recognizes that any representation, statements or negotiations made by the CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized and signed by the authorized CITY representative.



- d. **Construction.** Should any provision of this Agreement be subject to judicial interpretation, it is agreed that the court interpreting or considering such provision will not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared the same, as all parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, and/or the negotiation of specific language and therefore the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- e. **Attorney's Fees.** In the event of any litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs which are directly attributed to such litigation both at the trial and appellate level.
- f. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONSULTANT's work product, services or materials shall not be construed to operate as a waiver of any of the CITY's rights under this Agreement, or any cause of action the CITY may have arising out of the performance of this Agreement.
- g. **Force Majeure.** Notwithstanding any provisions to this Agreement to the contrary, the parties shall not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision shall not apply if the "Scope of Work" of this Agreement specifies that performance by the CONSULTANT is specifically required during the occurrence of any of the events herein mentioned.
- h. **Headings.** All headings are for clarification only and are not to be used in any judicial construction of this Agreement or any paragraph.
- i. **Binding Nature of Agreement.** This Agreement shall be binding upon the successors and assigns of the parties hereto.
- j. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida with respect to the interpretation and performance of the same. Any suit brought in connection with or arising from this Agreement shall be brought in the proper court of Lake County, Florida.



5. Special Provisions

- a. This Agreement shall be construed to be an exclusive requirements contract and shall be to prohibit the CITY from bidding similar services either as an independent job or component of a larger project.
- b. Any and all documents, material and/or information, in any format whether electronic or otherwise and prepared, maintained, or received by CONSULTANT in conjunction with or related to the performance of services under this Agreement, shall be deemed to be the property of the CITY. As a result upon termination of this Agreement for any reason whatsoever, including but not limited to any alleged default by CITY, any and all such documents, materials and information, shall be immediately provided to CITY in the original format that they have been maintained by CONSULTANT.
- c. The CITY agrees that they will not employ/hire any of CONSULTANT's current or former employees during the contract period or within twelve (12) months of termination of the contract. The term "employ/hire" shall extend to the above referenced inspector/employee forming a corporation, partnership, limited liability company, other business entity, working for a competing company or by working as an in-house building inspector/employee for the Municipality. In the event that the CITY violates this clause, CONSULTANT shall have the right of injunctive relief and the CITY shall be responsible for all costs associated with CONSULTANT's claim regarding such.
- d. It is understood and should be confirmed that CONSULTANT may complete inspections on active permits and issue Certificates of Occupancy/Completion for them, as agreed upon by both parties. Effective December 10th, 2012, Quorum Services, LLC will assume responsibility for plan review, building code inspections and Building Official activities on all new permits and building projects within the CITY. The CONSULTANT shall perform Building, Mechanical, Electrical and Plumbing code inspections on permits issued prior to the effective date of this Agreement per Attachment "A", with the city utilizing the flat rate option Building Inspector /Plans examiner @ \$ \$9,967.00 per month. It is understood that inspection services for work that has been covered, or portions of construction that have been previously inspected by others before execution of this Agreement, may not be visible for satisfactory inspection or an approval. Such work is not considered approved by the CONSULTANT. Previous inspections approved by others may be rescinded by CONSULTANT if CONSULTANT observes code violations or other justification for such rescission. For the purposes of this agreement, OTHERS will be defined as employees, contractors, consultants of CITY, the CITY's previous agent, previous designee or previous provider. CONSULTANT assumes responsibility for plan review and inspection services conducted by employees of CITY including its previous agent, previous designee or previous provider on or after the Effective Date of this agreement. The CITY agrees to indemnify, hold harmless and defend the CONSULTANT, it's employees and agents from and against any and all claims, suits demands or causes of acting, arising out of any act or omission, and causing injury to any person or persons, or property, whomsoever and whatsoever as it relates to services rendered including plan review and inspections, including covered work scopes, performed by OTHERS prior to the effective date of this Agreement. The CITY and its Planning Department shall be responsible for CITY'S land use and zoning matters.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this agreement on the day and date first written above.



ATTEST:
Nancy A. Barnett
City Clerk

CITY OF TAWARES
By: [Signature]
John Drury, City Administrator
February 6, 2013
nunc pro tunc December 10, 2012

[Signature]
WITNESS

QUORUM SERVICES, LLC
By: [Signature]
SHAUN BROOKER
Managing Member

ATTEST:
[Signature]

Billing Proposal

Please refer to proposed fees on page 101 for detailed calculations

It is intended that the proposers provide their preferred and optimal method for calculating their costs, along with a monthly total for each discipline.

Building Official & Inspector

Method of calculation for services rendered (i.e. hourly, weekly, monthly, percentage):

Building Official \$9,967.00 per month (please refer to fee chart)

Inspector \$9,533.33 per month (please refer to fee chart)

(BO & additional Inspector)

TOTAL PER Month = \$ 19,500.33 Per month

Building Official

Method of calculation for services rendered (i.e. hourly, weekly, monthly, percentage):

Building Official \$9,967.00 per month

TOTAL PER Month = \$ 9,967.00 Per month

Building Inspector(s)

Method of calculation for services rendered (i.e. hourly, weekly, monthly, percentage):

Building Inspector/Plans Examiner \$9,533.33

TOTAL PER Month = (X) 1 Inspectors = \$ 9,533.33 Per month

PLEASE NOTE:

It is intended initially that one individual will perform both functions, with the possibility for expansion should the workload warrant

Billing Proposal

Quorum Services proposes two options to provide the City of Tavares with Building Official, Plan Review and Inspection Services:

Option #1, Percentage Split

Services will be provided on a permit split basis with seventy-five percent (75%) of the revenue generated for building permit fees to be retained by Quorum Services and twenty-five percent (25%) to be retained by the City of Tavares.

Percentage Share Split of Building Permit Fees	The City of Tavares shall Receive	Quorum Services shall receive	Value of proposed shared split and cost benefit analysis
A 75% - 25% Percentage Share Split of yearly permit fees	25% (Twenty Five) Percent Share of Building Permit Fees	75% (Seventy Five) Percent Share of Building Permit Fees	The revenue share breakdown of shared permit fees includes all "Typical" functions as outlined in the scope of services proposal

KEY FUNCTIONS & ADVANTAGES

The following key aspects of the proposal offer these advantages and functions defined within our response:

- Sharing in the permit fee allows the City of Tavares to guarantee income from inspection and permitting activity. This scenario eliminates the need to return to the Council for any additional funding or staffing requests and avoid any additional negotiation of terms.
- With these challenging economic times and should the City operate on the Enterprise Fund, the fee sharing model would not be required to be used in the Building Department and could be utilized for other City needs.

Included in the model are all wages, payroll burdens, employee benefits, communication devices, vehicles, fuel, worker's compensation and insurances.

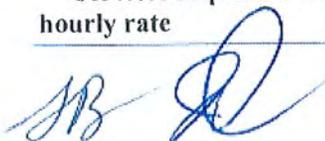
Billing Proposal

Option #2, Hourly, Daily, Weekly, Monthly

We propose the following rates for Building Official, Plan Review and Inspection Services:

SERVICE	Hourly Rate	Daily Rate	Weekly Rate	Monthly Rate	AFTER 5:30 p.m. & WEEKENDS
<u>Building Department Services:</u> <u>Building Official</u>	\$70.00 per hour	\$560.00 8 hour minimum	\$2,600.00 40 hour minimum	\$9,967.00 per month	\$105.00 per hour
<u>Additional Support Staff:</u> Plan Examiners and Inspectors (on an as-needed, on-call, as requested basis, excluding disaster events)	\$65.00 per hour	\$520.00 8 hour minimum	\$2,280.00 40 hour minimum	\$9,533.00 per month	\$97.50 per hour
<u>Disaster Services:</u> In the event of a natural disaster, the City will be provided with licensed, qualified staff to conduct damage assessment services	\$70.00 per hour				\$105.00 per hour
If additional plans examiners and inspectors are required to perform plan review and inspection services	\$70.00 per hour plus expenses i.e., lodging, travel and meals				\$105.00 per hour plus expenses i.e. lodging, travel and meals

** Services requested for US Federal Recognized Holidays will be provided at 2 times the standard hourly rate



ATTACHMENT "B"
SCOPE OF SERVICES

Provider agrees to provide the Services as specifically described, and under the special terms and conditions set forth:

1. Provide Florida Statute 468 Certified Building Code Administrator-Building Official ("CBO"), Plans Examiner(s) and Inspector(s) to perform mandatory building code administration, plan reviews and inspections associated with any of the General Building, Structural, Mechanical, Electrical and Plumbing building components on behalf of The City of Taveres as their agent so as to reasonably assure compliance with the Florida Building code, local administrative and technical amendments, in accordance with the following, provided however, that all fire reviews and inspections shall be performed by the CITY
2. Issue Certificates of Completion and Certificates of Occupancy.
3. Enforce the requirements of the Florida Building Code.
4. Research records relating to open permits, expired permits and non-compliant permits.
5. Prepare cases, present and attend applicable boards, including but not limited to City Council Meetings, Lake County Licensing Board and Special Masters Board, as necessary
6. Consult with architects/engineers and contractor for Building Code guidance on large projects.
7. Meet with architects/engineers/homeowners, contractors and other permit holder when requested, to discuss any questions, problems or concerns on plans or permits.
8. Provide emergency 24-hour Building Code service to survey damage to structures.
9. Provide Building Code damage assessment service (hurricanes, structural damage, etc.).
10. Provide jobsite disaster preparation and follow-up service.
11. Verify Notice of Commencement.
12. Provide vehicles and related equipment.
13. Provide decals, ID tags, business cards, up to date code books (1 set in house).
14. Provide uniforms for ALL Quorum Services staff.
15. Provide adequate communication capabilities through utilization of available equipment (cellular phone, two-way radios, pagers, etc.).

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DECEMBER 2, 2015**

AGENDA TAB NO. 12

**SUBJECT TITLE: Proposed Updated Interlocal Agreement-MPO-
Redesignation Plan**

OBJECTIVE:

To present to Council a proposed interlocal agreement with Lake~Sumter MPO that recognizes their 2010 Redesignation Plan that added Sumter County to the MPO area.

SUMMARY:

The City of Tavares is party to an Interlocal Agreement with the Lake County's Metropolitan Planning Organization (MPO). This organization is responsible for managing the comprehensive transportation planning process for Lake and now additionally Sumter Counties. In 2010, Sumter County was added in its entirety to the Lake County MPO area and under its Redesignation Plan, the organization became the Lake~Sumter MPO.

This proposed updated Interlocal Agreement reflects the addition of Sumter County to the MPO area and also adds ex-officio members that were not previously included in the Agreement (Central Florida Expressway Authority, Florida Central Railroad and the Lake and Sumter County School Boards).

OPTIONS:

1. That City Council moves to approve the updated Interlocal Agreement with the Lake~Sumter MPO.
2. That City Council denies the proposed Interlocal Agreement.

STAFF RECOMMENDATION:

That City Council moves to approve the updated Interlocal Agreement with the Lake~Sumter MPO.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

This ordinance has been reviewed by the City Attorney for legal sufficiency.



Lake County
Sumter County
Town of Astatula
City of Bushnell
City of Center Hill
City of Clermont
City of Coleman
City of Eustis
City of Fruitland Park
City of Groveland
Town of Howey-in-the-Hills
Town of Lady Lake
City of Leesburg
City of Mascotte
City of Minneola
Town of Montverde
City of Mount Dora
City of Tavares
City of Umatilla
City of Webster
City of Wildwood
Florida Central Railroad
Lake County Schools
Sumter County Schools

November 3, 2015

Ms. Nancy Barnett, City Clerk
City of Tavares
PO Box 1068
Tavares, FL 32778

RE: Resolution Updating the Interlocal Agreement for the Creation of the Lake~Sumter MPO

Dear Ms. Barnett:

On October 28, 2015, the Lake~Sumter Metropolitan Planning Organization (MPO) Governing Board approved a resolution updating the Interlocal Agreement for the Creation of the Lake~Sumter MPO.

The agreement was first approved in 2004 and was reviewed in 2009. At that time, the MPO by resolution communicated to the FDOT and federal agencies that no changes were needed. In 2010, the MPO approved a Redesignation Plan that added Sumter County in its entirety to the MPO Area. When all of Sumter County was included in the MPO Area as part of the Redesignation Plan, the five municipalities of Sumter County were also added to the MPO Area and to the MPO Bylaws.

Those changes are reflected in the updated interlocal agreement. In addition, the updated agreement also includes the ex-officio members that were not previously included in the interlocal agreement. This includes the Central Florida Expressway Authority, Florida Central Railroad, the Lake County School Board and the Sumter County School Board.

Attached to this letter are the resolution approving the interlocal agreement and the Interlocal Agreement for Creation of the Lake~Sumter Metropolitan Planning Organization. The MPO respectfully requests the City of Tavares Council take action to approve the updated interlocal agreement. Please advise when this item will be included on the agenda for consideration. Once approved, please return four (4) original signatures pages via mail.

Sincerely,

For T.J. Fish
Executive Director

"Promoting Regional Transportation Partnerships"
www.LakeSumterMPO.com

1616 South 14th Street, Leesburg, Florida 34748

LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION

RESOLUTION 2015 - 22

A RESOLUTION OF THE LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION (MPO) FORMALIZING THE RESULTS OF THE REQUIRED EXAMINATION OF THE INTERLOCAL AGREEMENT CREATING THE MPO; FORMALIZING A POSITION ON THE CURRENT MPO APPORTIONMENT AREA; AND AUTHORIZING THE CHAIRMAN TO TRANSMIT SAID RESOLUTION TO THE OFFICE OF THE GOVERNOR AND OTHER AGENCIES

WHEREAS, the Federal Government, under the authority of 23 United States Code 134 and 49 United States Code 5303, requires each metropolitan area, as a condition to the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area, and further requires the State Transportation Agency and the Metropolitan Planning Organization to enter into an Agreement clearly identifying the responsibilities of each party for cooperatively carrying out such transportation planning; and

WHEREAS, an Interlocal Agreement for Creation of the Lake~Sumter Metropolitan Planning Organization was entered on January 31, 2004, by and among the Florida Department of Transportation; the County of Lake and the County of Sumter; the Town of Astatula, City of Clermont, City of Eustis, City of Fruitland Park, City of Groveland, Town of Howey-in-the-Hills, Town of Lady Lake, City of Leesburg, City of Mascotte, City of Minneola, Town of Montverde, City of Mount Dora, City of Tavares and City of Umatilla; and

WHEREAS, the Lake~Sumter Metropolitan Planning Organization (MPO) Governing Board met for the first time February 25, 2004; and

WHEREAS, the Interlocal Agreement provided that the Agreement shall remain in effect until terminated by the parties to this Agreement; provided, however, that by no later than January 30, 2009, and at least every five years thereafter, the Governor shall examine the composition of the MPO membership and reapportion it as necessary to comply with Section 339.175, Florida Statutes, as appropriate. During examination of the MPO apportionment every five years by the Governor, the originating Agreement shall be reviewed by the MPO and the Department to confirm the validity of the contents and to recommend amendments, if any, that are required; and

WHEREAS, the MPO took action by Resolution 2009-1 on January 28, 2009, to confirm the MPO had reviewed the Interlocal Agreement for the Creation of the Lake~Sumter Metropolitan Planning Organization and had determined that no changes were necessary to the agreement; and

WHEREAS, the MPO took action by Resolution 2010-5 on February 24, 2010, to approve and to transmit a Redesignation Plan to the Governor and to applicable agencies that added the remaining portion of Sumter County not previously included at the time of the creation of the MPO to the MPO Area, thus including Sumter County in its entirety; and

WHEREAS, a letter dated October 22, 2010, was received by Governor Crist approving the Redesignation Plan; and

WHEREAS, the MPO has been requested by the FDOT to review and update the Interlocal Agreement for the Creation of the Lake~Sumter Metropolitan Planning Organization; and

WHEREAS, the MPO has examined the Interlocal Agreement for Creation of the Lake~Sumter Metropolitan Planning Organization; and the MPO has reviewed the MPO Apportionment Area that was expanded in 2010 to add all of Sumter County and has prepared formal statements on each to be transmitted to the Office of the Governor.

NOW, THEREFORE, BE IT RESOLVED by the Lake~Sumter Metropolitan Planning Organization that:

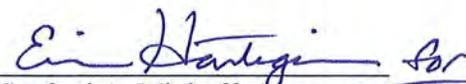
1. The Governing Board of the Lake~Sumter Metropolitan Planning Organization (MPO) has reviewed the Interlocal Agreement for the Creation of the Lake~Sumter MPO and determined that changes are needed to the agreement as a result of the addition of all of Sumter County, including the five municipalities of Sumter County: the City of Bushnell, the City of Center Hill, the City of Coleman, the City of Webster and the City of Wildwood, and due to the addition of ex-officio representation of the Central Florida Expressway Authority, Florida Central Railroad, the Lake County School Board and the Sumter County School Board.
2. The Governing Board of the Lake~Sumter MPO acknowledges the responsibility of the Office of the Governor to review the Apportionment Area of the MPO; and, therefore, formally communicate to the Governor that no changes to the Apportionment Area are necessary at this time in light of the 2010 approval of the Redesignation Plan and that the membership additions are necessary to the Interlocal Agreement at the time of this resolution.
3. The Governing Board of the Lake~Sumter MPO hereby authorizes the chairman to transmit aforementioned actions in the form of this resolution to the Office of the Governor, State of Florida; the Florida Department of Transportation; the Federal Highway Administration; and the Federal Transit Administration.

DULY PASSED AND ADOPTED this 28 day of October, 2015.

Lake~Sumter Metropolitan Planning Organization


Ray Goodgame, Chairman

Approved as to Form and Legality:


Sanford A. Minkoff, Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**INTERLOCAL AGREEMENT FOR CREATION OF THE
LAKE~SUMTER
METROPOLITAN PLANNING ORGANIZATION**

THIS INTERLOCAL AGREEMENT for the formation of a Metropolitan Planning Organization is made and entered into on this _____ day of _____, 2015 by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the COUNTY OF LAKE AND the COUNTY OF SUMTER; the TOWN OF ASTATULA, CITY OF BUSHNELL, CITY OF CENTER HILL, CITY OF CLERMONT, CITY OF COLEMAN, CITY OF EUSTIS, CITY OF FRUITLAND PARK, CITY OF GROVELAND, TOWN OF HOWEY-IN-THE-HILLS, TOWN OF LADY LAKE, CITY OF LEESBURG, CITY OF MASCOTTE, CITY OF MINNEOLA, TOWN OF MONTVERDE, CITY OF MOUNT DORA, CITY OF TAVARES, CITY OF UMATILLA, CITY OF WEBSTER, CITY OF WILDWOOD, FLORIDA CENTRAL RAILROAD, LAKE COUNTY SCHOOL BOARD SUMTER COUNTY SCHOOL BOARD, AND THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY collectively known as “the parties.”

RECITALS

WHEREAS, the federal government, under the authority of Title 23 United States Code (USC) §134 and Title 49 USC §5303, requires each metropolitan area, as a condition for the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, the parties to this Interlocal Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit systems, bicycle and pedestrian facilities, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development;

WHEREAS, Title 23 USC §134 and Title 49 USC §§5303-5305, as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21) and Section 339.175, Florida Statutes (F.S.), provide for the creation of Metropolitan Planning Organizations to develop transportation plans and programs for urbanized areas;

WHEREAS, pursuant to Titles 23 USC §134(d), 49 USC §5303, 23 CFR §450.310(b), and Section 339.175(2), F.S., a determination has been made by the Governor and units of general purpose local government representing at least 75 percent of the affected population (including the largest incorporated city, based on population as named by the Bureau of Census) in the urbanized area to designate a Metropolitan Planning Organization;

WHEREAS, pursuant to this Interlocal Agreement, the parties wish to collectively participate in the metropolitan planning process as the Lake~Sumter Metropolitan Planning Organization for Lake and Sumter Counties, which contain the Leesburg-Eustis-Tavares urbanized area; portions of the Lady Lake-The Villages urbanized area; and portions of the Orlando urbanized area, herein after referred to as “the Metropolitan Planning Organization” or “the MPO”. Further, the parties of Lake County, Sumter County and the 14 municipalities of Lake County approved by unanimous vote an apportionment and boundary plan for presentation to the Governor on the 24th day of February, 2010;

WHEREAS, pursuant to Section 339.175(4), F.S., the Governor, by letter dated the 22nd day of October, 2010, approved the apportionment and boundary plan submitted by the MPO;

WHEREAS, pursuant to Title 23 CFR §450.314(a), and Section 339.175(10), F.S., an agreement must be entered into by the Department, the MPO, and the governmental entities and public transportation operators to identify the responsibility of each party for cooperatively carrying out a comprehensive transportation planning process;

WHEREAS, this Interlocal Agreement is required to create the Lake~Sumter Metropolitan Planning Organization and delineate the provisions for operation of the MPO;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with Section 339.175(10), F.S.;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with statutory requirements set forth in Section 163.01, F.S., relating to Interlocal Agreements; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

ARTICLE 1 RECITALS; DEFINITIONS

Section 1.01. Recitals. Each and all of the foregoing recitals are incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Interlocal Agreement.

Section 1.02. Definitions. The following words when used in this Interlocal Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Interlocal Agreement means and refers to this instrument, as may be amended from time to time.

Department means and refers to the Florida Department of Transportation, an agency of the State of Florida created pursuant to Section 20.23, F.S.

FHWA means and refers to the Federal Highway Administration.

FTA means and refers to the Federal Transit Administration.

Long Range Transportation Plan (LRTP) is the 20-year transportation planning horizon which includes transportation facilities; identifies a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation activities; and in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by Title 23 USC §134(c), Title 49 USC §5303, Title 23 CFR §450.322, and Section 339.175(7), F.S.

Metropolitan Planning Area means and refers to the planning area determined by agreement between the MPO and the Governor for the urbanized area containing at least a population of 50,000 as described in Title 23 USC §134(b)(1), Title 49 USC §5303, and Section 339.175(2)(c) and (d), F.S., and including the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, which shall be subject to the Metropolitan Planning Organization's planning authority.

MPO means and refers to the Metropolitan Planning Organization formed pursuant to this Interlocal Agreement as described in 23 USC §134(b)(2), 49 USC §5303, and Section 339.175(1), F.S.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a Metropolitan Planning Organization consistent with the Long Range Transportation Plan, developed pursuant to 23 USC §134(j), 49 USC §5303, 23 CFR §450.324 and Section 339.175(8), F.S.

Unified Planning Work Program (UPWP) is the biennial program developed in cooperation with the Department and public transportation providers, that identifies the planning priorities and activities to be carried out within a metropolitan planning area to be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, all as required by 23 CFR §450.308, and Section 339.175(9), F.S.

ARTICLE 2 PURPOSE

Section 2.01. General Purpose. The purpose of this Interlocal Agreement is to establish the MPO and recognize the boundary and apportionment approved by the Governor. This Interlocal Agreement shall serve:

- (a) To assist in the development of transportation systems embracing various modes of transportation in a manner that will maximize the mobility of people and goods within and through this metropolitan planning area and minimize, to the maximum extent feasible for transportation-related fuel consumption and air pollution;
- (b) To develop transportation plans and programs, in cooperation with the Department, which plans and programs provide for the development of transportation facilities that will function as a multi-modal and intermodal transportation system for the metropolitan planning area;
- (c) To implement and ensure a continuing, cooperative, and comprehensive transportation planning process that results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan planning area in cooperation with the Department;
- (d) To assure eligibility for the receipt of federal capital and operating assistance pursuant to Title 23 USC §134 and Title 49 USC §§5303, 5304, 5305, 5307, 5309, 5310, 5311, 5314, 5326, 5337 and 5339, 5340; and
- (e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by federal, state and local laws.

Section 2.02. Major MPO Responsibilities. The MPO is intended to be a forum for cooperative decision making by officials of the governmental entities which are parties to this Interlocal Agreement in the development of transportation-related plans and programs, including but not limited to:

- (a) The LRTP;
- (b) The TIP;
- (c) The UPWP;

- (d) Incorporating performance goals, measures, and targets into the process of identifying and selecting needed transportation improvements and projects;
- (e) A congestion management process for the metropolitan area and coordinated development of all other transportation management systems required by state or federal law;
- (f) Assisting the Department in mapping transportation planning boundaries required by state or federal law;
- (g) Supporting the Department in performing its duties relating to access management, functional classification of roads, and data collection; and
- (h) Performing such other tasks required by state or federal law.

Section 2.03. Coordination with the Department and Consistency with Comprehensive Plans. Chapter 334, F.S., grants broad authority for the Department's role in transportation. Section 334.044, F.S., includes the legislative intent declaring that the Department shall be responsible for coordinating the planning of a safe, viable, and balanced state transportation system serving all regions of the State. Section 339.155, F.S., requires the Department to develop a statewide transportation plan, which considers, to the maximum extent feasible, strategic regional policy plans, MPO plans, and approved local government comprehensive plans. Section 339.175(5), F.S., specifies the authority and responsibility of the MPO and the Department to manage a continuing, cooperative, and comprehensive transportation planning process for the metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by Chapters 334 and 339, F.S., the parties to this Interlocal Agreement acknowledge that decisions made by the MPO will be coordinated with the Department. All parties to this Interlocal Agreement acknowledge that actions taken pursuant to this Interlocal Agreement will be consistent with local government comprehensive plans.

ARTICLE 3 MPO ORGANIZATION AND CREATION

Section 3.01. Establishment of MPO. The MPO for the metropolitan planning area as described in the membership apportionment plan approved by the Governor is hereby created and established pursuant to this Interlocal Agreement to carry out the purposes and functions set forth in Articles 2 and 5. The legal name of this Metropolitan Planning Organization shall be the Lake~Sumter Metropolitan Planning Organization.

Section 3.02. MPO to operate pursuant to law. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty, or responsibility hereunder, or to observe, assume, or carry out any of the provisions of this Interlocal Agreement, the MPO will, to the extent of its legal capacity, comply with all applicable laws and requirements.

Section 3.03. Governing board to act as policy-making body of MPO. The governing board established pursuant to Section 4.01 of this Interlocal Agreement shall act as the policy-making body for the MPO, and will be responsible for coordinating the cooperative decision-making process of the MPO's actions, and will take required actions as the MPO.

Section 3.04. Data, reports, records, and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, F.S., the parties shall provide to each other such data, reports, records, contracts, and other documents in its possession relating to the MPO as is requested. Charges are to be in accordance with Chapter 119, F.S.

Section 3.05. Rights of review. All parties to this Interlocal Agreement and the affected federal funding agencies (e.g., FHWA, FTA, and FAA) shall have the rights of technical review and comment on MPO's projects.

ARTICLE 4 COMPOSITION; MEMBERSHIP; TERMS OF OFFICE

Section 4.01. Composition and membership of governing board.

- (a) The membership of the MPO shall consist of 16 voting members, 14 non-voting members and one (1) non-voting advisor. The names of the member local governmental entities and the voting apportionment of the MPO Governing Board as approved by the Governor shall be as follows:

Of the 30 voting and non-voting members, 16 voting positions are established, 14 of which are permanent voting positions and 2 are rotating voting positions. The permanent positions are assigned to: Lake County (5 votes), Sumter County (2 votes), Clermont (1 vote), Eustis (1 vote), Lady Lake (1 vote), Leesburg (1 vote), Minneola (1 vote), Mount Dora (1 vote) and Tavares (1 vote).

There are also two At-Large Representative Board members (2 votes), one assigned to each county, with voting privileges that rotate each year in alphabetical order among the non-voting member municipalities in each respective county. Lake County's At-Large vote rotates among Astatula, Fruitland Park, Groveland, Howey-in-the-Hills, Mascotte, Montverde and Umatilla. Sumter County's At-Large vote rotates among Bushnell, Center Hill, Coleman, Webster and Wildwood. The remaining four (4) members that have ex-officio, non-voting status are the Florida Central Railroad, the Lake County School Board, the Sumter County School Board and the Central Florida Expressway Authority. There is one (1) Florida Department of Transportation non-voting advisor.

- (b) All voting representatives shall be elected officials of general purpose local governments, except to the extent that the MPO includes, as part of its apportioned voting membership, a member of a statutorily authorized planning board or an official of an agency that operates or administers a major mode of transportation. All individuals acting as a representative of the governing board of the county, the city, or authority shall first be selected by said governing board.
- (c) The voting membership of an MPO shall consist of not fewer than 5 or more than 19 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis by the Governor, based on an agreement among the affected units of general-purpose local government as required by federal rules and regulations and shall be in compliance with 339.175(3) F.S.
- (d) In the event that a governmental entity that is a member of the MPO fails to fill an assigned appointment to the MPO within sixty days after notification by the Governor of its duty to appoint a representative, the appointment shall then be made by the Governor from the eligible individuals of that governmental entity.

Section 4.02. Terms. The term of office of members of the MPO shall be four years. The membership of a member who is a public official automatically terminates upon said official leaving the elective or

appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four year terms.

ARTICLE 5 AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES

Section 5.01. General authority. The MPO shall have all authorities, powers and duties, enjoy all rights, privileges, and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative, and comprehensive transportation planning process as specified in Section 339.175(5) and (6), F.S.

Section 5.02. Specific authority and powers. The MPO shall have the following powers and authority:

- (a) As provided in Section 339.175(6)(g), F.S., the MPO may employ personnel and/or may enter into contracts with local or state agencies and private planning or engineering firms to utilize the staff resources of local and/or state agencies;
- (b) As provided in Section 163.01(14), F.S., the MPO may enter into contracts for the performance of service functions of public agencies;
- (c) As provided in Section 163.01(5)(j), F.S., the MPO may acquire, own, operate, maintain, sell, or lease real and personal property;
- (d) As provided in Section 163.01(5)(m), F.S., the MPO may accept funds, grants, assistance, gifts or bequests from local, state, and federal resources;
- (e) The MPO may promulgate rules to effectuate its powers, responsibilities, and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable local and state laws, rules and regulations; and
- (f) The MPO shall have such powers and authority as specifically provided in Section 163.01 and Section 339.175(2)(b), (5) and (6), F.S., and as may otherwise be provided by federal or state law.

Section 5.03. Duties and responsibilities. In addition to those duties and responsibilities set forth in Article 2, the MPO shall have the following duties and responsibilities:

- (a) As provided in Section 339.175(6)(d), F.S., the MPO shall create and appoint a technical advisory committee;
- (b) As provided in Section 339.175(6)(e), F.S., the MPO shall create and appoint a citizens' advisory committee;
- (c) As provided in Section 163.01(5)(o), F.S., the MPO shall be liable for any liabilities incurred by the MPO, and the MPO may respond to such liabilities through the purchase of insurance or bonds, the retention of legal counsel, the approval of settlements of claims by its governing board, or in any other manner agreed upon by the MPO. Nothing contained herein shall constitute a waiver by any party of its sovereign immunity or the provisions of section 768.28, F.S.;

- (d) As provided in Section 339.175(9), F.S., the MPO shall establish an estimated budget which shall operate on a fiscal year basis consistent with any requirements of the UPWP;
- (e) The MPO, in cooperation with the Department, shall carry out the metropolitan transportation planning process as required by Title 23 CFR Parts 420 and 450, and Title 49 CFR Part 613, Subpart A, and consistent with Chapter 339, F.S., and other applicable state and local laws;
- (f) As provided in Section 339.175(10)(a), F.S., the MPO shall enter into agreements with the Department, operators of public transportation systems and the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan area. These agreements will prescribe the cooperative manner in which the transportation planning process will be coordinated and included in the comprehensively planned development of the area;
- (g) Perform such other tasks presently or hereafter required by state or federal law;
- (h) Execute certifications and agreements necessary to comply with state or federal law; and
- (i) Adopt operating rules and procedures.

ARTICLE 6

FUNDING; INVENTORY REPORT; RECORD-KEEPING

Section 6.01. Funding. The Department shall allocate to the MPO for performance of its transportation planning and programming duties, an appropriate amount of federal transportation planning funds consistent with the approved planning funds formula.

Section 6.02. Inventory report. The MPO agrees to inventory, to maintain records of and to insure proper use, control, and disposal of all nonexpendable tangible property acquired pursuant to funding under this Interlocal Agreement. This shall be done in accordance with the requirements of Title 23 CFR Part 420, Subpart A, Title 49 CFR Part 18, Subpart C, and all other applicable federal regulations.

Section 6.03. Record-keeping and document retention. The Department and the MPO shall prepare and retain all records in accordance with federal and state requirements, including but not limited to 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, 49 CFR §18.42, and Chapter 119, F.S.

Section 6.04 Compliance with laws. All parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the parties in conjunction with this Agreement. Specifically, if a party is acting on behalf of a public agency the party shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the party.
- (b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the party upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

ARTICLE 7 MISCELLANEOUS PROVISIONS

Section 7.01. Constitutional or statutory duties and responsibilities of parties. This Interlocal Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Interlocal Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Interlocal Agreement or any legal or administrative entity created or authorized by this Interlocal Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 7.02. Amendment of Interlocal Agreement. Amendments or modifications of this Interlocal Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Interlocal Agreement. No amendment may alter the apportionment or jurisdictional boundaries of the MPO without approval by the Governor.

Section 7.03. Duration; withdrawal procedure.

- (a) Duration. This Interlocal Agreement shall remain in effect until terminated by the parties to this Interlocal Agreement. The Interlocal Agreement shall be reviewed by the parties at least every five years, concurrent with the decennial census, and/or concurrent with a new Federal Reauthorization bill, and updated as necessary.
- (b) Withdrawal procedure. Any party, except Lake County, Sumter County, Lady Lake, Leesburg, Eustis, Tavares and Clermont may withdraw from this Interlocal Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Interlocal Agreement and the MPO, at least 90 days prior to the intended date of withdrawal. Upon receipt of the intended notice of withdrawal:
 - (1) The withdrawing member and the MPO shall execute a memorandum reflecting the withdrawal of the member and alteration of the list of member governments that are signatories to this Interlocal Agreement. The memorandum shall be filed in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located; and
 - (2) The MPO shall contact The Office of the Governor and the Governor, with the agreement of the remaining members of the MPO, shall determine whether any reapportionment of the membership is appropriate. The Governor and the MPO shall review the previous MPO designation, applicable federal, state and local law, and MPO rules for appropriate revision. In the event that another entity is to be afforded membership in the place of the member withdrawing from the MPO, the parties acknowledge that pursuant to Title 23 CFR §450.310(1)(2), adding membership to the MPO does not

automatically require redesignation of the MPO. In the event that a party who is not a signatory to this Interlocal Agreement is afforded membership in the MPO, membership shall not become effective until this Interlocal Agreement is amended to reflect that the new member has joined the MPO.

Section 7.04. Notices. All notices, demands and correspondence required or provided for under this Interlocal Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

Florida Department of Transportation
719 South Woodland Boulevard
Deland, FL 32720

Lake County Board of County Commissioners
315 W. Main St.
Tavares, FL 32778

Sumter County Board of County Commissioners
7375 Powell Road
Wildwood, FL 34785

Town of Astatula
PO Box 609
Astatula, FL 34705

City of Bushnell
PO Box 115
Bushnell, FL 33513

City of Center Hill
PO Box 649
Center Hill, FL 33514

City of Clermont
PO Box 120219
Clermont, FL 34711-0219

City of Coleman
PO Box 456
Coleman, FL 33521

City of Eustis
PO Drawer 68
Eustis, FL 32727-0068

City of Fruitland Park
506 W. Berckman St
Fruitland Park, FL 34731

City of Groveland
156 South Lake Ave
Groveland, FL 34736

Town of Howey-In-The-Hills
PO Box 128
Howey-In-The-Hills, FL 34737

Town of Lady Lake
409 Fennell Blvd.
Lady Lake, FL 32159

City of Leesburg
PO Box 490630
Leesburg, FL 34749-0630

City of Mascotte
100 E. Myers Blvd.
Mascotte, FL 34753

City of Minneola
PO Box 678
Minneola, FL 34755-0678

Town of Montverde
PO Box 560008
Montverde, FL 34756-0008

City of Mount Dora
510 N. Baker St
Mount Dora, FL 32757

City of Tavares
PO Box 1068
Tavares, FL 32778

City of Umatilla
PO Box 2286
Umatilla, FL 32784-2286

City of Webster
PO Box 28
Webster, FL 33597

City of Wildwood
110 N. Main St
Wildwood, FL 34785

Florida Central Railroad
PO Box 967
Plymouth, FL 32768

Lake County School Board
201 West Burleigh Blvd.
Tavares, FL 32778-2496

Sumter County School Board
PO Box 187
Lake Panasoffkee, FL 33538

Central Florida Expressway Authority
4974 ORL Tower Rd
Orlando, FL 32807

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 7.05. Interpretation.

- (a) Drafters of the Interlocal Agreement. The Department and the members of the MPO were each represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Interlocal Agreement and in choice of wording. Consequently, no provision should be more strongly construed against any party as drafter of this Interlocal Agreement.
- (b) Severability. Invalidation of any one of the provisions of this Interlocal Agreement or any part, clause or word, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.
- (c) Rules of construction. In interpreting this Interlocal Agreement, the following rules of construction shall apply unless the context indicates otherwise:
 - (1) The singular of any word or term includes the plural;
 - (2) The masculine gender includes the feminine gender; and
 - (3) The word “shall” is mandatory, and “may” is permissive.

Section 7.06. Enforcement by parties hereto. In the event of any judicial or administrative action to enforce or interpret this Interlocal Agreement by any party hereto, each party shall bear its own costs and attorney’s fees in connection with such proceeding.

Section 7.07. Interlocal Agreement execution; Use of counterpart signature pages. This Interlocal Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of

which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 7.08. Effective date; Cost of recordation.

- (a) Effective date. This Interlocal Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.
- (b) Recordation. The MPO hereby agrees to pay for any costs of recordation or filing of this Interlocal Agreement in the Office of the Circuit Court for each county in which a party is hereto located. The recorded or filed original, or any amendment, shall be returned to the MPO for filing in its records.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

CITY OF TAVARES

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DECEMBER 2, 2015**

AGENDA TAB NO. 13

SUBJECT TITLE: Change order request from Greenwood & Son Contracting Inc. for demolition of former Clerk of Courts Records Center Building

OBJECTIVE:

To have council approve a change order to the contract between the City and Greenwood & Son Contracting Inc. to increase the contract price in the amount of \$20,000 due to unforeseen structural conditions.

SUMMARY:

Council previously approved the demolition of the former Lake County Clerk of Court's Public Records Center located at 122 E. Main St. after purchasing the property from Lake County for future development of the city block consistent with the vision of the Downtown Tavares Redevelopment Master Plan.

Staff solicited price quotes from contractors in accordance with City purchasing policy and entered into the attached agreement with Greenwood and Sons Contracting Inc. in the amount of \$49,500. A notice to proceed was issued October 30, 2015 (attached) and work commenced.

Although this building was most recently owned and operated by the County Clerk of Courts, it was originally constructed and operated as a bank, originally built in the 1930's with additions constructed in the 1950 to 1960's timeframe. No engineering or construction plans were available upon purchase by the City and as a result the demolition contractors bidding on the demolition relied upon visual inspection of existing conditions to bid the project.

The original bank vaults were not fully exposed until demolition of the exterior building was completed, at which time it was discovered that the vault structures were very heavily fortified, with 28 inch thick concrete walls and 18 inch thick ceilings, both reinforced with higher than normal amounts of steel rebar. As a result of these unforeseen conditions, standard demolition techniques and equipment were not effective requiring the contractor to rent specialized equipment and incur substantial additional operating costs for labor, fuel etc. Greenwood and Son Contracting Inc. has requested a change order (see attached Change Order Request) to recover the additional \$20,000 in expenses required for the vault demolition.

There are sufficient funds available in the Economic Development Department FY15/16 budget as a result of un-filled positions for the first quarter of the fiscal year.

OPTIONS:

1. Approve the Greenwood and Son change order request for \$20,000 for the building demolition project.
2. Do not approve the Greenwood and Sons Inc. change order request.

STAFF RECOMMENDATION:

Staff recommends Council approve option 1.

FISCAL IMPACT: \$20,000 available in Economic Development Department Fy15/16 budget.

LEGAL SUFFICIENCY:

Legally sufficient.



October 30th, 2015

Greenwood and Sons Contracting,
36738 County Rd 452,
Grand Island Fl. 32735

Notice to Proceed on Project:

Demolition of Clerk's Building 122 East Main Street Tavares Fl 32778, Per Proposal

Pursuant to the terms of the Signed Contracts, you are hereby notified to commence work at the start of business on October 30th, 2015

It is the responsibility of the Contractor to meet the schedule as set forth and in accordance with the terms and conditions of the Contract. Please note carefully and fulfill the requirements of the Contract regarding the submittal and approval of Workers' Compensation and Manufacturers' and Contractors' Public Liability Insurance.

Sincerely,

John Rumble



Purchasing Manager



America's Seaplane City

**AGREEMENT BETWEEN THE CITY OF TAVARES, FLORIDA
AND GLENN GREENWOOD AND SONS CONTRACTING
FOR : DEMOLITION OF :
BUILDING AT 122 EAST MAIN ST TAVARES 32778**

This is an Agreement between the City of Tavares, Florida, a Municipal Corporation, hereinafter referred to as the City, by and through its City of Tavares Council, and Glenn Greenwood & Sons Contracting, Inc , its successors and assigns, hereinafter referred to as CONTRACTOR.

Recitals

WHEREAS, the CITY has requested quotes for the following services: Demolition of The Lake Co Clerks Building 122 East Main St Tavares 32778

WHEREAS, the CONTRACTOR desires to perform such services subject to the terms of this Agreement; and

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein by reference.

Article 2. Purpose

2.1 The purpose of this Agreement is for CONTRACTOR to complete demolition and site grading of said building in the City of Tavares.

Article 3. Scope of Services

3.1 On the terms and conditions set forth in this Agreement, CITY hereby engages CONTRACTOR to perform the services set forth herein in Attachment A, known as Greenwood & Sons Proposal is hereby incorporated into this agreement by reference and is deemed a material part of this agreement.

3.2 The CITY shall issue a "Notice to Proceed" within fifteen (15) days of the final execution of this agreement. All services described in Attachment A shall be completed no later than 180 days after notice to proceed, unless an extension is granted by the City.

Article 4. Payment

4.1 Payment shall be made upon completion of said Demolition. In no event shall the contract amount exceed **\$49,500.00**, for the Demolition of The Lake Co Clerks Building unless a change order has been executed in accordance with the City of Tavares Purchasing Policies and Procedures.

4.2 Invoices shall be submitted in duplicate to Lori Houghton , City of Tavares Finance Director , PO Box 1068 Tavares, Florida 32778. The invoice shall contain a detailed description of services and fees.

4.3 The CITY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

4.4 Other than the expenses, set forth in Attachment A , the CONTRACTOR shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

4.5 The job will be completed no later than 120 days from Notice to proceed

Article 5. City Responsibilities

5.1 CITY shall designate one City staff member to act as City's Project Administrator and/or Spokesperson.

5.2 CITY shall reimburse CONTRACTOR, in accordance with the Proposed Budget listed in Article 4 above for required services timely submitted and approved and accepted by CITY in accordance with the terms of this Agreement.

Article 6. Special Terms and Conditions

6.1 Qualifications. CONTRACTOR shall possess and maintain a commercial contractor's license "B".

6.2 Term of Agreement. This Agreement shall be effective until December 31, 2015 or completion of the project immediately following the final execution of this Agreement.

6.3 Termination. This Agreement may be terminated by the CITY upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the CITY until said work or service(s)/Task(s) is completed and accepted.

completed as of the date of termination, then this Agreement may be extended upon written approval of the CITY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of CITY with the required 30 day advance written notice, CITY shall reimburse CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause. Termination by City for cause, default, or negligence on the part of CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years - When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

6.4 Subletting of Contract. This Agreement shall not be sublet except with the written consent of the City Administrator. No such consent shall be construed as making the CITY a party to the subcontract or subjecting the CITY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the CITY must be through the CONTRACTOR.

6.5 Insurance and Bond. CONTRACTOR shall provide and maintain during the entire term of this Agreement insurance in the following types and limits with a company or companies authorized to do business in the State of Florida. CONTRACTOR shall not commence work under the Agreement until CITY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

(X) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01 or CG 00 02) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

(X)	General Liability	
(X)	Each Occurrence/General Aggregate	\$1,000,000/2,000,000
(X)	Products-Completed Operations	\$2,000,000
(X)	Personal & Adv. Injury	\$1,000,000
(X)	Fire Damage	\$50,000
(X)	Medical Expense	\$5,000
(X)	Contractual Liability	\$1,000,000
()	X, C, U	
()	Other:Umbrella_____	\$ 5,000,000

(X) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

(X) The City of Tavares, a Municipal Corporation, shall be added as additional insured as their interest may appear on the:

- (X) general liability policy
- () automobile liability policy

(X) Workers' compensation insurance in accordance with Florida Statute, Chapter 440, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc).

() Valuable papers with minimum limits of \$100,000.

() Builder Risk insurance policy written on "all risk" perils.

() Professional liability (medical malpractice, engineers, architect, CONTRACTOR, environmental, errors and omissions, etc.) insurance as applicable, with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

(X) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the CITY of any change or cancellation of the required insurance.

(X) Certificates of insurance shall identify the RFP number, contract, project, etc. in the Description of Operations section of the Certificate.

(X) CONTRACTOR shall be responsible for subcontractors and their insurance.

(X) The Certificate holder shall be: The City of Tavares, P.O. BOX 1068, TAVARES, FL 32778-1068

CONTRACTOR Liability Insurance policies shall be endorsed to add CITY as an additional insured for General Liability Insurance. Additionally, CONTRACTOR shall be responsible for payment of all deductibles and self-insurance retention on CONTRACTOR Liability Insurance policies. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

6.6 Indemnity. CONTRACTOR shall indemnify and hold CITY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONTRACTOR to take out and maintain the above insurance. Additionally, CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the City of Tavares, and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of CONTRACTOR, its agents, employees or representative, in the performance of CONTRACTOR'S duties set forth in this Agreement.

6.7 Independent Contractor. CONTRACTOR agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the City. CONTRACTOR shall have no authority to contract for or bind CITY in any manner and shall not represent itself as an agent of CITY or as otherwise authorized to act for or on behalf of the City. Additionally, CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR 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 CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon on resulting from the award or making of this Agreement.

6.8 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, shall relieve the CONTRACTOR of his duty to perform or give rise to any right to damages or additional compensation from the City. The CONTRACTOR expressly acknowledges and agrees that the CONTRACTOR shall receive no damages for delay. The CONTRACTOR'S sole remedy, if any, against the CITY shall be the right to seek an extension to the contract time. Such extensions of time will not be granted for delays caused by unfavorable weather, ground conditions related to the weather, inadequate work force or for the failure of the CONTRACTOR to timely order equipment or materials. However, this provision shall not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on this part of the City. Otherwise, CONTRACTOR shall be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

6.9 Retaining Other CONTRACTORS. Nothing herein shall be deemed to preclude the CITY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

6.10 Accuracy. The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its services.

6.11 Security The city will provide barricades to surround the site . The contractor is responsible for all other security of the site

6.12 FAILURE TO COMPLETE THE WORK ON TIME/LIQUIDATED DAMAGES: The Contractor shall take into account all contingent work which has to be done by other parties arising from any cause whatsoever, and shall not plead his need of knowledge of said contingent work as an excuse for delay in his work or for non-performance.

If the work is not completed in full by the deadline specified, then for each day thereafter on which the work has not been completed, Contractor shall pay to the Owner liquidated damages in the amount of Two Hundred Fifty Dollars (\$250.00) per day, which Owner is hereby authorized to deduct from the

final draw before paying any remaining amount to Contractor. The parties agree that it would be impossible or extremely difficult to compute the actual damages suffered by the Owner due to late completion of the work, that it is therefore appropriate to provide for liquidated damages in this Contract, and that the amount of liquidated damages specified is reasonable and bears a substantial relationship to the probable amount of actual damages the Owner would suffer, and therefore does not constitute a penalty or forfeiture. Contractor acknowledges that this provision is material to the Owner, that the Owner would not have entered into this Contract but for the provision, and that as a result of the Owner's reliance on this provision, Contractor shall be stopped to deny or dispute the validity or enforceability of this liquidated damage clause.

Nothing in this Article shall be construed as limiting the right of the Owner to declare the Contract forfeited, or to take over the work, or to claim damages for the failure of the Contractor to abide by each and every one of the terms of the Contract Documents. The completion date shall be construed as being the date on which the work is fully accepted by the Owner.

Article 7. General Conditions

7.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

7.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

7.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

7.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

7.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

7.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

7.7 During the term of this Agreement CONTRACTOR assures CITY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or

marital status, discrimination in any form or manner against CONTRACTOR employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

7.8 CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

7.9 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.10 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONTRACTOR:

Greenwood and Sons Contracting.
36738 County Rd 452
Grand Island Fl 32735

If to City:

Mr. John Drury
City Administrator, City of Tavares
201 East Main St.
Tavares, Florida 32778

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 8. Scope of Agreement

8.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

8.2 This Agreement contains the following Attachments:
Attachment A- Quote Sheet

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY through its City of Tavares Council, signing by and through its City Administrator, on the 29th day of October, 2015 and by CONTRACTOR through duly authorized representative.

CONTRACTOR:

Glen S. (Ben Greenwood)
President/owner
Title

CITY:

John Drury
Mr. John Drury
City Administrator

Attest: Nancy A Barnett

Nancy A Barnett
City Clerk

Greenwood & Son Contracting

36738 County Road 452
Grand Island, Florida 32735
US

Phone: 352-483-0699
Email: ggreen9017@aol.com

Sales Quote (Open)

Sales Quote No.: 1563
Sales Quote date: 7/8/2015

To:

City of Tavares / Lake County BBC
31.5 W. Main Street
Tavares, FL 32778

Sales Person	Contact Name
Delivery Date	Payment Terms on completion

Qty.	Item	Description	Unit Price	Line Total
1	Demolition	<p>Job-reference: County Records Building 122 East Main Street Tavares, FL 32778. Complete demolition, removal and clean up of commercial building structure. Load out and remove from property all demolition debris including all: metal, wood, glass, concrete blocks pads and footers. Dispose of or recycle all demolition debris appropriately. Bring in fill dirt and grade demolition site to existing grade. Demolition site to be clean of all demolition debris. All labor and dump (dumpster) fees included in quote / contract price. THIS CONTRACT DOES NOT INCLUDE THE FOLLOWING COSTS AND THESE ADDITIONAL COSTS WILL BE AT SOLE FINANCIAL RESPONSIBILITY OF CUSTOMER: DOES NOT INCLUDE ASBESTOS SURVEY, ABATEMENT / REMOVAL. DOES NOT INCLUDE: ELECTRICAL DISCONNECTS FROM GENERATOR. DOES NOT INCLUDE SOD OR GRASS SEED FOR GRADED DEMOLITION SITE. DOES NOT INCLUDE DEMOLITION / REMOVAL OF PARKING LOT. DOES NOT INCLUDE SALVAGE OF GENERATOR.</p>	\$49,500.00	\$49,500.00
	<i>Proposed</i>	<i>[Signature]</i>	<i>date 7-8-2015</i>	
	<i>Accepted x</i>	<i>[Signature]</i>	<i>date x 7-30-15</i>	

Subtotal: \$49,500.00
Tax total: \$0.00
Total: \$49,500.00

NOTE: It is the qualifier's responsibility to keep all business, licensing and requirements current and to provide up to date copies for Lake County files. This includes all insurance certificates and any change of address information.

Lake County Building Services
Contractor Licensing
PO BOX 7800 * Tavares FL 32778 * 352-343-9653

DEMOLITION

Cert Nbr:10070 Exp:9/30/2016

State Nbr:

GREENWOOD & SON CONTRACTING INC.
GLENFORD J. GREENWOOD
36738 CR 452
GRAND ISLAND FL 32735-

Signed: 

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
9/29/2015

PRODUCER
Olson Insurance Agency Inc.
545 N. Umatilla Blvd
Umatilla, FL 32784
352-669-4547

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
GREENWOOD & SON CONTRACTING, INC
GLEN GREENWOOD
36738 CTY RD 452
GRAND ISLAND, FL 32735

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: COLONY INS CO	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	GL3679991 RENEWAL PAID	03/26/14 03/26/15	03/26/15 03/26/16	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		<input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
		AUTOMOBILE LIABILITY				PRODUCTS - COMP/OP AGG \$ 1,000,000
		<input type="checkbox"/> ANYAUTO				COMBINED SINGLE LIMIT (Ea accident) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person) \$
		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> H IRED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> NON-OWNED AUTOS				AUTO ONLY - EA ACCIDENT \$
		GARAGE LIABILITY				OTHER THAN AUTO ONLY: EA ACC \$
		<input type="checkbox"/> ANYAUTO				AGG \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE				AGGREGATE \$
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input type="checkbox"/> RETENTION \$				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
		OTHER				E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

THE CITY OF TAVARES IS LISTED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY.

CERTIFICATE HOLDER

CITY OF TAVARES
201 E MAIN STREET
TAVARES, FL 32778

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER. ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Summer James

CHANGE ORDER REQUEST (November 17, 2015)

JOB REFERENCE: DEMOLITION OF COUNTY RECORDS BUILDING LOCATED AT: 122 EAST MAIN STREET, TAVARES FL.

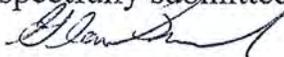
The company of **Greenwood & Son Contracting, Inc.**, is respectfully requesting a change of order due to extraordinary circumstances our company has incurred; resulting in a significant increase in operating costs while completing this project.

A heavily fortified vault was discovered in the structure, midway through the demolition project. (Please see attached photos). The extreme fortification is such that the concrete walls are 28 inches thick, with a ceiling measuring 18 inches thick. Number nine rebar is positioned every 2 to 3 inches, resulting in a vault that is extraordinarily massive and resistive to normal, standardized demolition techniques. The vault thickness and extensive reinforcement were unforeseen, due to limited visual access I.e. the vault was behind intact walls at the time of bidding.

As a result of this, we have incurred significant additional operating costs. Examples of these costs include: The rental of specialty equipment, such as: a heavy duty backhoe equipped with a specialized large concrete hammer. We also have had a significant cost increase in the form additional labor and wages.

We are therefore requesting a change order increase of: \$20,000 to the original contract. Thank you very much for your consideration in this matter.

Respectfully submitted,



Glen Greenwood
Greenwood & Son Contracting

Attachments: photos

GG/lg

From: l <ggreen9017@aol.com>
To: ggreen9017 <ggreen9017@aol.com>
Subject: Fwd:
Date: Tue, Nov 17, 2015 8:15 pm

—Original Message—
From: 3525517916 <3525517916@pm.sprint.com>
To: ggreen9017 <ggreen9017@aol.com>
Sent: Tue, Nov 17, 2015 8:09 pm

Sent from my mobile.



From: 3525517916 <3525517916@pm.sprint.com>
To: gggreen9017 <gggreen9017@aol.com>
Date: Tue, Nov 17, 2015 8:05 pm

Sent from my mobile.



From: 3525517916 <3525517916@pm.sprint.com>
To: ggreen9017 <ggreen9017@aol.com>
Date: Tue, Nov 17, 2015 8:09 pm

Sent from my mobile.



From: 3525517916 <3525517916@pm.sprint.com>
To: gggreen9017 <gggreen9017@aol.com>
Date: Tue, Nov 17, 2015 8:08 pm

Sent from my mobile.



From: 3525517916 <3525517916@pm.sprint.com>
To: gggreen9017 <gggreen9017@aol.com>
Date: Tue, Nov 17, 2015 8:08 pm

Sent from my mobile.



From: 3525517916 <3525517916@pm.sprint.com>
To: gggreen9017 <gggreen9017@aol.com>
Date: Tue, Nov 17, 2015 8:08 pm

Sent from my mobile.



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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: December 2, 2015**

AGENDA TAB NO. 14

SUBJECT TITLE: Pavement Management Plan FY2015 - 2016

OBJECTIVE:

To present a first year pavement improvement prioritization based on the developed 5 Year Pavement Management Plan.

SUMMARY:

In 2011 the City of Tavares entered into a contract with Southeastern Surveying to conduct an inventory and pavement condition of all City streets. The collection of this raw data was a first step on the eventual creation of a pavement management plan.

In 2014, City Council approved an Interlocal Agreement with the Lake-Sumter Metropolitan Planning Organization (MPO) to develop a multi-year pavement management plan. The MPO recommended firm of Vanasse Hangen Brustlin, Inc. (VHB) provided a brief background on pavement management concepts, an updated Pavement Condition Index (PCI), recommended maintenance methods & costs along with multiple budget scenarios. The City's 60.02 lane miles of paved roads, at the time of this study, were found to have a respectable overall Pavement Condition Index (PCI) of 80 (based on a scale of 1 – 100, with 100 being a newly constructed road). Working with City staff, a 5-year pavement management plan was completed along with 3 budgeting scenarios.

Funding strategies included \$750,000 annually to maintain the present PCI along with an annual scenario of \$550,000 to slow the PCI decline and conversely \$1,000,000 to steadily make gains. A funding request of \$500,000 was submitted in FY 2015 – 2016 for first year pavement improvements. This number was reduced to \$100,000 in the approved budget. Working from the developed 5 year plan and keeping within funding parameters, a first year prioritized pavement management plan has been developed for your approval. Maine Court, Vista Drive and Southshore Drive are being recommended for mill & overlay in this year's budget. All 3 streets are rated in serious condition and have been identified in the 5 year plan for first year improvements.

STREET	FROM	TO	REPAIR	PROJ. COST
MAINE COURT	WEST DELAWARE ST	CUL DE SAC LOOP	Mill/Overlay AND reconstruct cul-de-sac island	Griffey Engineering est. cost \$23,000
VISTA DRIVE	BANNING BEACH RD	MAGNOLIA CIR	Mill/Overlay	est. cost \$34,420
SOUTH SHORE DRIVE	WESTLAND DR	LAKE DORA CIR	Mill/Overlay	Est. cost \$55,000

If available funding remains after these improvements are complete, Park Avenue from Route 19 to West Nelson Street and Mansfield Road from Wells Avenue to North Hibiscus Court have been identified for improvement.

It continues to be the focus of the Public Works Department to identify and improve this vital infrastructure ensuring safety to our public. Adequate funding will be included in the FY 2016-2017 submittal.

OPTIONS:

1. Move to authorize the City Administrator to enter into all contracts, as funding allows, for completion of the prioritized first year Pavement Management Plan as developed by the Public Works Department.
2. Move to have City Council make an alternate prioritized list for pavement improvement.

STAFF RECOMMENDATION:

1. Move to authorize the City Administrator to enter into all contracts, as funding allows, for completion of the prioritized first year Pavement Management Plan as developed by the Public Works Department.

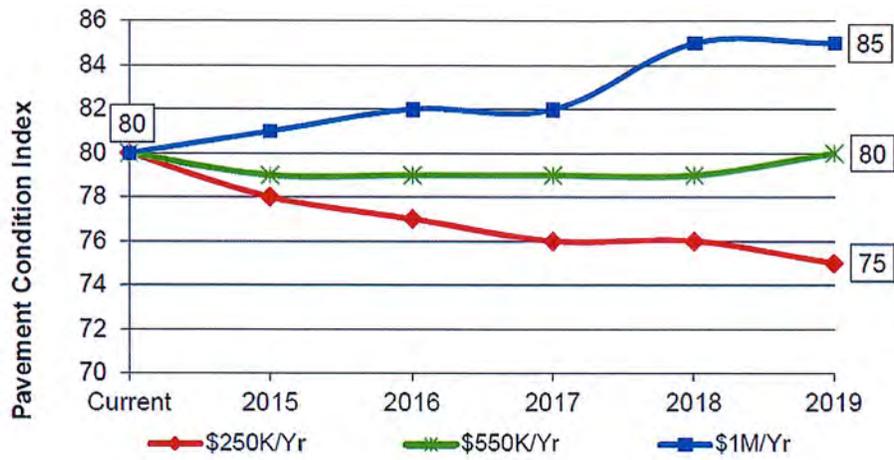
FISCAL IMPACT:

Street Maintenance Division - Paving - account 001-4102-541.63-30 (\$100,000)

LEGAL SUFFICIENCY:

Legally sufficient

Projected Pavement Condition Summary



1. Budgeting \$550,000 annually would continue to see a decline in the PCI.
2. Budgeting \$750,000 annually would maintain the present PCI.
3. Budgeting \$1,000,000 annually would steadily improve in the PCI.



PAQUETTE COMPANY

101 WEBER AVENUE

LEESBURG, FL 34748

PH. #(352) 365-0006 / FX. #(352) 315-0500

CITY OF TAVARES - ROCKINGHAM FROM MAIN TO MAUDE

TO: MR. RICK PROVENCHER
CITY OF TAVARES ROAD MANAGER

PAQCO, Inc. proposes to furnish the following work, including all labor, materials and equipment - complete in accordance with the following:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
1	CLEAN AND PREP PARKING / DRIVE PRIOR TO ASPHALT OVERLAY (INLCUDES MILLING KEYWAYS AND ROOT GRINDING)	1	LS	\$450.00	\$450.00
2	PAVE WITH 1 1/4" TYPE S-III ASPHALT	1,500	SY	\$8.50	\$12,750.00
3	TACK COAT (IF REQUIRED)	1,500	SY	\$0.25	
***	SIGNS AND STRIPING BY OTHERS				
***	CONCRETE BUMPERS ADD \$42.00 EA				
				PROPOSAL TOTAL:	\$13,200.00

TERMS:

Net cash upon receipt of invoice, no retainage to be held. Subject to credit approval. All monies not paid when due shall bear interest at the maximum rate allowed by law at the place of the project and any cost incurred in collection said monies, Including Attorney fees and court cost will be due under this contract.

ESTIMATE EXPIRATION: THIS PROPOSAL IS VALID FOR 30 DAYS

PROPOSED BY:
PAQCO, INC.

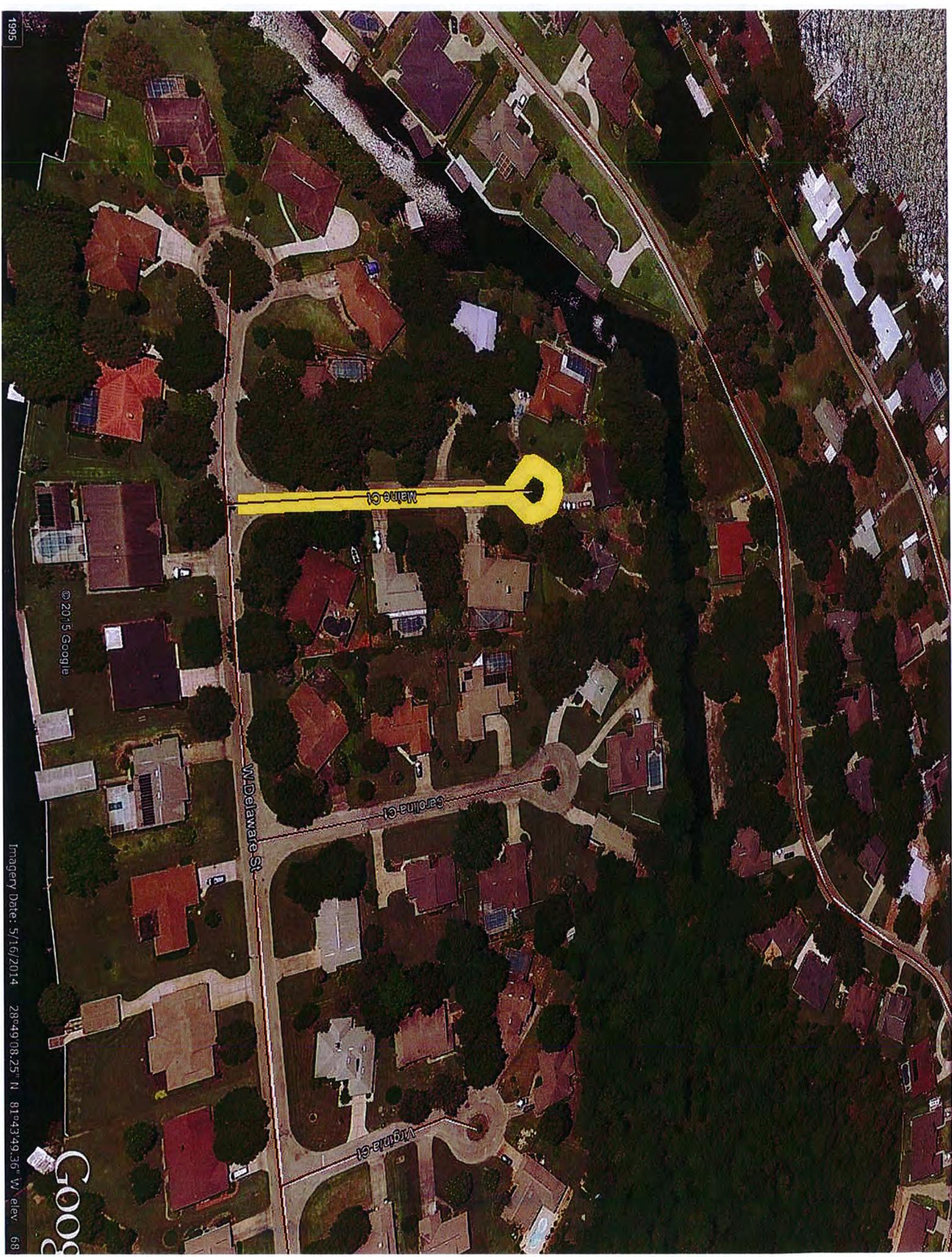
ACCEPTED BY:

DATE

DATE

PROJECT MEETS EXPECTATIONS AND IS APPROVED





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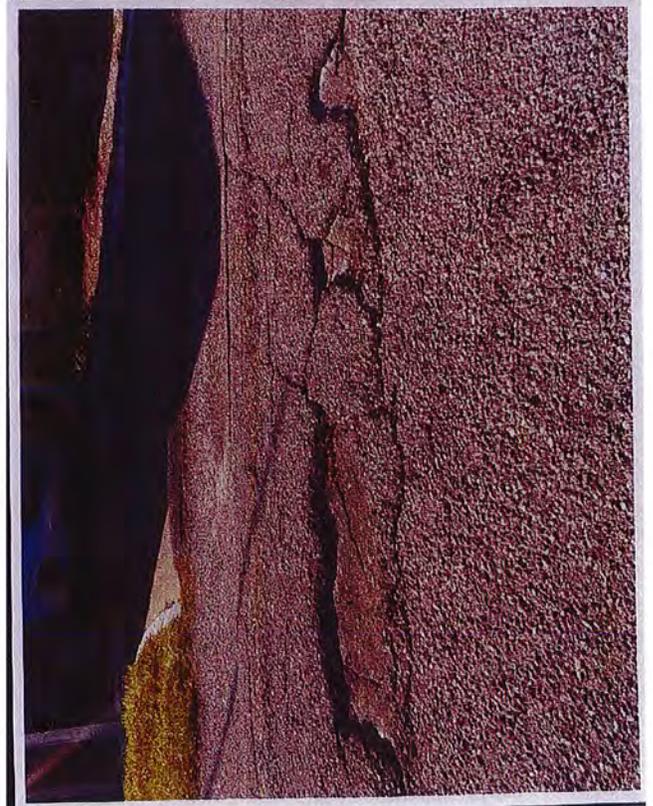
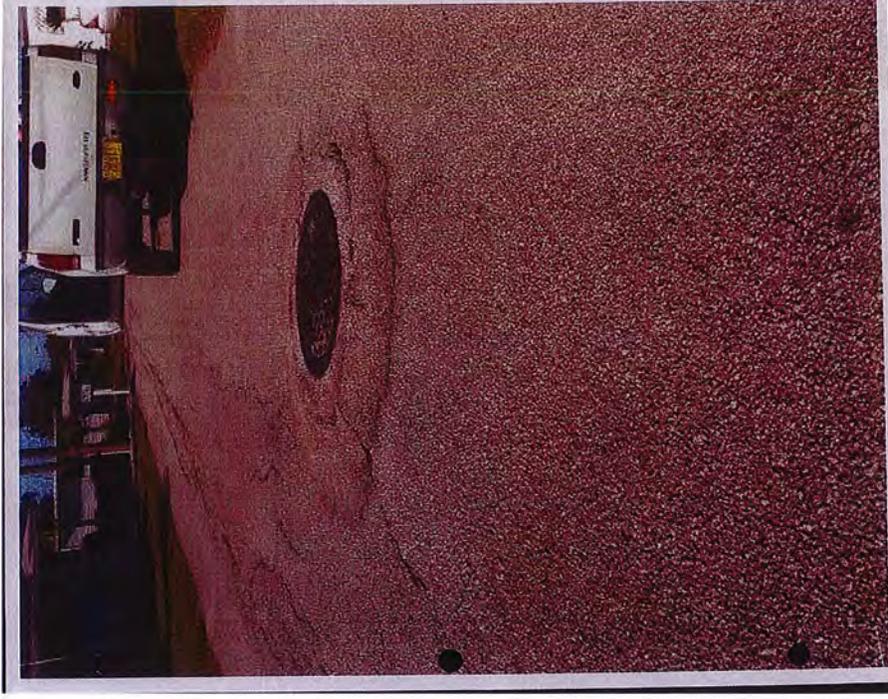
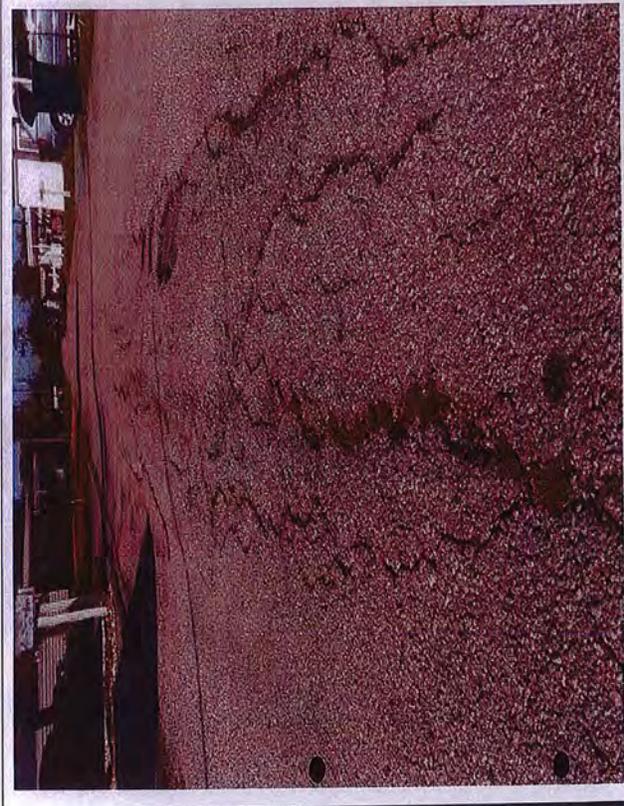
Imagery Date: 5/16/2014

28°49'12.61" N 81°43'32.68" W elev 67

VISTA DRIVE
Banning Beach Rd to Magnolia Cir



SOUTH SHORE DRIVE
Westland Dr to Lake Dora Cir



**AGENDA SUMMARY
TAVARES CITY COUNCIL
December 2, 2015**

AGENDA TAB NO. 15
SUBJECT TITLE: City Administrator Report

OBJECTIVE: To inform Council on city related matters.

SUMMARY: Will be presented at meeting

UPCOMING MEETINGS: (check with Susie Novack for any last minute changes)

- Regular City Council Meeting – December 16, 2015 – 4:00 pm.
- Planning & Zoning Board – December 17, 2015 – City Council Chambers – 3:00 p.m.
- Code Enforcement Meeting – December 22, 2015 – 5:00 p.m.
- Lake Sumter MPO – December 9, 2015 – 2 p.m. MPO Board Room, Leesburg
- Library Board – December 16, 2015 - Library Conference Room – 2:00 p.m.
- Lake County League of Cities Luncheon Meeting – December 11, 2015 – 12:00

EVENTS

- Christmas Parade & Celebration – December 5, 2015 – Wooton Park
- City Holly Jolly Luncheon – December 10, 2015 – 11:30 a.m. – 1:30 p.m. – Tavares Pavilion on the Lake
- Fight for the Cure MMA Charity Event – Wooton Park 124 S. Joanna – December 12, 2015 – 11 am to 11 pm
- 2015-2016 Fine Arts Festival – Lake County Schools – December 12, 2015 – Wooton Park – 10:00 a.m. – 3:00 p.m.
- Hickory Point Invitational High School Soccer Tournament – December 28-30, 2015

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
December 2, 2015**

AGENDA TAB NO. 16

SUBJECT TITLE: City Councilmembers Report

OBJECTIVE:

To inform Council on city related matters.

SUMMARY:

Council will be offered an opportunity to provide a report at the meeting.

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

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