AMENDED AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, OCTOBER 28, 2024 5:30 PM

1. CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. None

4. PUBLIC COMMENTS:
This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Issues brought up will not be discussed in detail at this meeting. Issues will either be referred to the proper staff or will be scheduled for consideration at a future City Commission Meeting. Comments are limited to three minutes.

5. CONSENT AGENDA:
Routine items are placed on the Consent Agenda to expedite the meeting. If the Commission/Staff wish to discuss any item, the procedure is as follows: (1) pull the item(s) from the Consent Agenda; (2) vote on remaining items with one roll call vote, (3) discuss each pulled item and vote by roll call

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held October 14, 2024

B. PURCHASING ITEMS:

1. Purchase request for the purchase of nine (9) new 2025 Ford Interceptor Utility AWD vehicles for the Police Department in the amount of

$392,826.60 from Garber Fleet Sales, contract holder for the central Florida region under the Florida Sheriffs Association.

2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with Ballfer Service Corp for services related to the Mispah Simmons Fence Replacement for an amount of $61,260.00; and providing an effective date.**

3. **Purchase request for twelve (12) M500- in car system with body worn camera for the Police Department's new police officers for the amount of $150,360.00 from Motorola Solutions, Inc.**

4. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with TFR Enterprises, Inc. for Hurricane Milton Vegetative Debris Grinding; and providing an effective date.**

5. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with Missing Link Mitigation Preserve, LLC. for 0.12 Dual Freshwater Forested and .4 Dual Herbaceous wetland mitigation credits for the Susan Street Sports Complex Project; and providing an effective date.**

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Amendment to Agreement for Professional Services with Kimberly A. Schulte to include services as the City's Local Hearing Officer for the City's School Zone Speed Enforcement Program; and providing an effective date.**

2. **Resolution of the City Commission of the City of Leesburg, Florida, approving a Proportionate Share Mitigation Agreement entered into by and between the School Board of Lake County, Florida, Kolter Group Acquisitions, LLC, and the City of Leesburg, Florida, to allow for payment of Lake County School Impact Fees; and providing an effective date. (Bar Key Reserve Phase 1)**

3. **Resolutions authorizing the execution of Gas Service Agreements between the City of Leesburg and Aguia Marina, LLC, to the developments known as Terra Vista Phase 1, Terra Vista Phase 2, and Terra Vista Phase 3.**

    a. **Resolutions of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Aguia**

Marina, LLC, regarding offsite development for the provision of natural gas service to the developments known as Terra Vista Phase 1; and providing an effective date.

b. Resolutions of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Aguia Marina, LLC, regarding offsite development for the provision of natural gas service to the developments known as Terra Vista Phase 2; and providing an effective date.

c. Resolutions of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Aguia Marina, LLC, regarding offsite development for the provision of natural gas service to the developments known as Terra Vista Phase 3; and providing an effective date.

4. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Civic Organization Funding Agreement for Fiscal Year 2024-25 with Leesburg Cemeteries, Inc.; and providing an effective date.

5. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from DNA Realty Trust, LLC, joined by Chestnut Equity Partners, LLC; and providing an effective date.

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

A. SECOND READING OF ORDINANCES

1. None

B. FIRST READING OF ORDINANCES

1. An Ordinance of the City of Leesburg, Florida, establishing the Orange Bend Community Development District pursuant to Chapter 190, Florida Statutes; providing for authority and power of the district; providing for the Board of Supervisors of the District; providing for the District budget; providing for functions of the district; providing for miscellaneous provisions; and providing an effective date. (Orange Bend CDD)

C. NON-ROUTINE ITEMS

1. GE / ITRON AMI (ADVANCE METERING INFRASTRUCTURE) AGREEMENTS

a. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute the GRIDIQ Separation Agreement with GE Vernova; and providing an effective date.

b. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute the AMI (Advanced Metering Infrastructure) Agreement with ITRON; and providing an effective date.

7. INFORMATIONAL REPORTS:
The following reports are provided to the Commission in accordance with the Charter/Ordinances. No action required.

A. Financials as of August 2024

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. ADJOURN:
PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." The City of Leesburg does not provide this verbatim record.

AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, OCTOBER 14, 2024 5:30 PM

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, October 14, 2024, at Leesburg City Hall. Mayor Burry called the meeting to order at 5:30 p.m. with the following members present:

Commissioner Allyson Berry
Commissioner Jay Connell
Commissioner Mike Pederson (5:32 p.m.)
Commissioner Alan Reisman
Mayor Jimmy Burry

Also present, were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Grant Watson, Deputy City Clerk (DCC) Anna Rottermond, the news media, and others.

INVOCATION

Mayor Burry gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. PROCLAMATIONS

A. Orlando Health Air Care Team 40th Anniversary

Mayor Burry read a proclamation proclaiming and recognizing the importance of the emergency services provided by the Orlando Health Air Care Team and offered congratulations on their 40th anniversary.

3. PRESENTATIONS:

A. Leesburg CDC Update

John Christian, Executive Director of the Leesburg Community Development Corporation, presented the commission with a presentation showing an update of everything they have been doing. Starting, he pointed out that the official name for their organization is Community Development Corporation of Leesburg, Inc.; there is no such thing as East Leesburg CDC or Leesburg East. Initially, it was the

Corporation of Leesburg and Vicinity, but the board members in 1997 were concerned not to spot just Leesburg but Okahumpka, Yalaha and Lisbon. They have three employees; one, Ms. Jones, has been there from the beginning of 1997, and she is the keeper of their records. Just so the commission is aware, the CDC has submitted a report every year since 1998 to receive CRA funding. If they want to know what they do, they do submit that every year. When they were doing the Pine Street renovations, the CDC reduced all the business owners' rent in half. Some were actually zero, because some months they had a hard time, and that cost the CDC about $40,000 in revenue that they should have received, but they wanted to make sure the business owners stayed afloat. In 2024, they purchased two duplexes on East Street at the cost of $280,000, and they did that with cash. That prepared them for the Floyd Lane Development, which will add two additional duplexes. They hired the Land Planning Group to create the conceptual plan. In Carver Heights, they have constructed three brand-new homes each valued at about $310,000 and an estimated value of $900,000. They completed the renovations at 945 East Main Street, which is a commercial building, for $50,000, which included the renovation, labor, and $8,000 in materials. Many people think that, because they are a nonprofit, they do not pay taxes, but they paid $26,571 in taxes. For maintenance and repair, they paid $46,072, and utilities cost $25,534. Often, they cannot brag about what they do as an organization, but they also gave $10,000 to local nonprofits. One of our local churches was under code enforcement indictment for a roof, and needed help, so they gave them $5,000 to repair that roof to get out from under Code Enforcement. They are excited about what the CDC is doing, and his talking does not give the full example.

Referring to his slides, he showed Snow Place that they acquired. It was under the City of Leesburg Code Enforcement, and had almost $900,000 in fines. The CDC purchased these properties with the help of the City of Leesburg by relieving the code enforcement fines for the local residents, so instead of them losing the property, the CDC actually gave over $150,000 to that owner so that they did not walk away from anything. This property had raw sewage running down Snow Place, so the CDC purchased those three triplexes. They purchased them, renovated them, and made them look new and livable. The rent goes for $1,000 a month for a two-bedroom, one-bath house. They did that to make sure that they stayed affordable, so people could have a decent place to live in Leesburg. He showed what Pine Street looked like in 2020 when the City of Leesburg partnered with the CDC to purchase the property across the street from where the Aquatic Center is located now. They got $350,000 and bought everything on the other side of Pine Street. He showed a picture of the second restaurant that they would hear more about later. He showed the interior renovation that they had done. He showed them what it looked like when they purchased it and what it looks like now. He showed the Pine Street Lounge when they purchased it. He showed how the candle shop looked when they bought it compared to what it looks like now. He showed the CDC Business Incubator both then and now. They have two businesses: Kingdom Garden Security Service, and another clothing shop inside that building. He showed the Floyd Lane East Street property that was purchased for $280,000. He showed the board of directors doing a groundbreaking in Carver Heights. In 2022, when the City of Leesburg, and he commended the city manager and staff because the commission at that time, when covid funds came in, they took out $750,000. From that, they took $550,000 out, because they knew Pine Street was so important, so they had $450 left, and they took $100,000 because they had CDC cash, so they purchased the other block on Pine Street. He showed what it looked like then compared to now. People actually live in those places, and they created the Betty Stevens Coney Business Center of Excellence signage that they paid for. They put it out front to make Pine Street look just like any other business quarter in Leesburg. These are business owners who came to Leesburg believing in the CDC vision. He showed the inside of what used to be living quarters. It is now for business owners to have small business incubators on Pine Street. They created four of those. He showed the corner of Pine Street which is now home of Sandras Cleaning Services, after the CDC was renovated. He showed the inside of Mr. Sanders cleaning service. He showed Mike Street, which has a Barber and Flower Shop, after renovations. He showed a picture of the first chairperson, Reverend Arthur Bishop Middleton. He showed the Heritage Estates, because he wanted them to realize where the CDC

came from and what Leesburg had in the city. He showed outhouses that were from around 2000. They were still building outhouses, and they were still in Leesburg in the year 2000. He showed the Main Street building that used to be a nightclub. The CDC renovated it and paid $68,000 in 2020, and they used some of the covid funds to renovate this year, it included $50,000 in labor and $8,000 in materials. He showed what it looked like inside then and now. He showed a picture of the bathroom and the kitchen that was removed to provide new office space. UF Health donated the facility office that used to be the police CID building, and they believe this is the kind of partnership that the federal consent decree talks about for the hospital partnering with the CDC and donating the building for their office space. He showed more apartments on Snow Place, and they go for $950 a month for rent. He knows they can find another place for $950. These are the homes they are building on Harlem Avenue, and they are all three bedroom two-bath houses and some commissioners were there at the ribbon cutting. He showed a picture of 220 Harlem Avenue. It included the kitchen and bathrooms. This is what homeownership does. On Georgia Avenue they have their newest homeowner who was out raking her yard after the hurricane. If she did not live in that home, that debris would continue to be on that lot. They really believe in homeownership because it creates value and pride in the community. With future capital projects, they have a second restaurant on Pine Street. That is what they are working on now. It will be in 2025. They will create a second restaurant, and continue the development of Snow Place. Right now, they have three triplexes, and they are looking at a five acre track potentially for more multifamily development or single family development to build out Floyd Lane and add two duplexes. They are waiting for the city to approve a duplex or quad-plex, but that will be in 2025. They did have lots donated by the City of Leesburg on Childs Street, and they are preparing a conceptual plan of what would be the best and highest use for that property. They will continue their single family construction throughout the City of Leesburg through fair housing. Once again, they look and ask for the City of Leesburg to continue to partner. Some of the community empowerment things that they do is to provide financial literacy. They have a grant from PNC Bank homeownership education, and they found out and realized through the building of homes that many people in our community are far away from the education of how to become a homeowner. Betty Stevens-Coney was in attendance, and she spearheaded the people's brunch where they do a monthly brunch for over 100 seniors. They show up and get information, knowledge, and fellowship with each other. It gets them out of the house and the CDC has been doing that for seven years. We have been doing the people's brunch every month, and they thanked the City of Leesburg for partnering with them for the people's brunch.

Now, what are their expectations of the city? They would like a continued partnership that continues to add stability to the most vulnerable areas of our city. Our Leesburg CRA and Montclair Carver Heights and those vulnerable areas. We ask the city to adhere to the federal consent decree and provide necessary resources and capacity building opportunities for the CDC. This is easy, and it is important that the city commissioners show up to City CDC activities and events just as they show up for other partnered events throughout the city. Many times they have events where many of the commissioners do not show up. We call the commissioners, and they do not return phone calls. His secretary calls and they do not call back. He looks on Facebook and sees commissioners at everybody else's events, so they say they are an important part of our city too, and they expect the commissioners to understand that they represent the entire city. They have requests, and request number one is to ask the commission, the city manager, and the city attorney to meet with the CDC because they have some things to request. First, they would like to request that the central business district be expanded to include Pine Street. Number two is to request that residential lots be donated to the CDC as soon as possible in accordance with page 6, subsection B of the consent decree. They provided a copy of that showing what the city should be doing. It says that the city should back initiatives formulated by the CDC and, being that the city has already donated property to Habitat, they think that this is something that should be normal and, with the federal consent decree, it should not be an ask, it should be something that the city should want to do since they see what they built in Carver Heights. They also request $50,000 from the Greater Leesburg CRA for the build out of a commercial kitchen, per page 7, subsection 12 of the federal consent decree, which states that the CDC

feels the City has additional funding, that they could ask for that funding, and if the City disagrees, then they would have a meeting to discuss the funding. There is some money that rolled over from the CRA that they did not spend two years ago, which means they may not need it, so they are asking for $50,000. They also ask that they have the same ordinance that was passed at the last meeting where the City of Leesburg amended a city code ordinance of Chapter 5, Section 5-6 for consumption of open containers, because they would like Pine Street to be an open container spot when the restaurants open and their lounge, so people can interact between the two restaurants without having to worry about open containers. They also built the house and this is where they needed the city manager and the city attorney to talk with them, because they think on page 6 subsection F, where it says the city will seek reasonable development activities and products of the CDC and support those including appropriate and necessary infrastructure. They are building a house in Harlem where they ran into a problem with infrastructure and the city manager was so gracious and the public works director sent city workers out to find the tap. First, the city identified the tap and their plumber dug it up about 10 feet for two days, but they could not find the tap. The city came, and they did find the tap, but they dug and found the right spot to dig in, so the city manager said he had to charge him $2,610.61, and they felt when looking at the consent decree that the city should provide the necessary infrastructure, so they requested to get that money back from the city. Also, there was an issue in Carver Heights with flooding, and he knows it has been an ongoing issue and the city put two retention ponds at Berry Park that are located at McCormick and Berry, but that still floods. They also request that the city find use of the $300,000 in the CRA funding that is extra, that is a roll-over, and it would be ideal to use it on the three pieces of land on Stenson for $140,000. They could buy it and make it a storm water project, and they could use the CRA funds to alleviate the flooding as soon as possible. So they have thirteen residential units ranging from $400 to $950 and eighteen commercial units, ranging from $650 to $1,800. That was the presentation, and he would be happy to answer any questions.

Commissioner Berry thanked him for the presentation. She asked if he would go back through the requests and if he could provide a copy of those requests. **Mr. Christian** said yes, he would provide her with a copy. However, it is a perception of, and he must say while he was a commissioner they did not bring out the federal consent decree because the city manager did a phenomenal job of adding to the CDC's requests. They did not have to talk about it because the city donated code enforcement houses that were in bad shape, and they fixed them up and sold them. They did business because the CDC was actively working. He hopes and prays that it is not an adversary approach from the CDC in the city because they should be partners, since they are charged with getting rid of blight in the worst areas of the city. He feels they have done a phenomenal job the last two years, and they expect the same participation and cooperation that you give other nonprofits. His community has to come out and pack the room while other groups that come in get whatever they want with two people. This body needs to really understand and give the city manager, whether they agree or not, because it is talked about in the consent decree. If you read it, it talks about the city supporting the planning and zoning applications of the CDC. That does not mean you rubber stamp it, but you should not be voting against planning and zoning activities of the CDC per the consent decree. That is why they would like to sit down with the city attorney because he has documents from 2005 when Fred Morrison gave his opinion on the CDC and the CRA's relationship, so he would really like the city attorney and the city manager to sit down with the CDC so we can be on the same page when they bring requests to the city. That way they do not have to get up here and argue about things that they think are in black and white. He would really like it if the city manager or the city attorney could sit down with them because they do have requests that mirror what is happening in Downtown Leesburg. **Commissioner Berry** asked if, being the commissioner for district one, could she be included in that meeting as well, so she could find out what was going on. She just got a wealth of information, and she thanked him for sharing it. However, there was a lot that she did not know. She is ready to work with the CDC of Leesburg as well as the CDC for Carver Heights and Montclair. **Mr. Christian** said yes. Lastly, people ask all the time why they have two CDCs. We have two CDCs

because of the federal consent decree that states if another CDC was created they would get $30,000 for ten years, so he petitioned the federal lawyers for another CDC. That was how the CDC West started with $30,000 for ten years, because of the federal consent decree, and they were working together as one until some things happened, and they branched off and did their own thing, with their own bank account. If they go back and check the records initially, this CDC of Leesburg held all the funds until some things happened, and they wanted to use their funds the way they wanted to use them, so it got a little hectic. He was not there at that time when they branched out, but that is why we have two CDCs; per the federal consent decree.

B. America in Bloom Overview

Public Works Director (PWD) Cliff Kelsey stated a little over a year ago the public works department was tasked with looking into the America in Bloom Program, so this is an update on where we are and what the program is about. America in Bloom is a nationwide program that recognizes cities for beautification efforts in educating the community on flowers, horticulture, and trees. It looks at communities getting together, improving their surroundings, and the quality of life for the residents. He gave a quick overview of the organization's vision and their mission; stating basically, it is all about education and the beautification of your surroundings, and it really thrives with community participation. It is a three-step program. Level one is activating your community, which is what Public Works did. We filled out the forms, paid the initiation fee, and now we are at a point where they sent us a lovely plaque that we can hang in the chambers, and they also sent us a nice sign that will most likely be placed in Town Square, per the city manager's discretion. Level two is building your community. So far there have been a few plank owners of this program; Commissioner Reisman, himself, and Ms. Sandi Moore from the Chamber of Commerce. We have pushed this about as far as we can go. Internally, we have gone to meetings to educate ourselves, and we have been brainstorming ideas. We had lunch today to discuss some initiatives and topics we would like to push forward, so we need to take that next step. He found that most cities have what they call a Beautification Board made up of volunteers. City staff will definitely support that and be the action arm to do the heavy lifting, but to drive the community spirit, the volunteers, and to really make the program thrive, that is where we feel this program needs to go. Why do we want to do this? It improves the quality of life for our residents. There are economic benefits downtown, and when downtown looks beautiful, a lot of people want to go there and patronize the merchants. There is community pride, improved ecosystems, and just an all in all community engagement.
Recommendations from public works and the plank owners of the American Bloom program are to establish a Beautification Board comprised of volunteers and city staff. The city will act as the action arm for executing the initiatives and the projects that improve our standing throughout the city and in the American in Bloom program. We can work separately or together, and just do good things to make the city more beautiful than it is already. Before we take questions, I will let Ms. Sandi Moore say a few words. And, as we were talking today, we feel the city of Leesburg is already doing a lot of these initiatives; we are already planting flowers in downtown on Main Street, we do the annuals every quarter, and there are a lot of things that we just need to take credit for. Take everything to the next level, get credit, and bring the City of Leeburg to the stage.

Sandi Moore said she thinks the city has done an incredible job and going to these meetings and listening to the other cities that have adopted this program, has actually made her even more proud of our city and what we have already been doing. When it comes to the downtown and the different parks that we have, the beautification efforts, she thinks one of the main things is going to be inventorying where we are already doing really great things. We need to really promote and advertise it more as a destination for people to be able to come and see different types of gardens, like the library has a butterfly garden, Bourley Park and, obviously, the Venetian Gardens. Even our cemeteries. Tavares had to redo their

cemetery because they had allowed it to really get run down, and we have a beautiful cemetery thanks to our city and the private investment that has gone on there. She thinks this is an incredible program for us to be a part of, and it allows us to identify with people who really have a passion for this type of thing. She was talking to someone on the phone earlier today who really has a passion for seeing us do a community garden with everybody, with food insecurities and different people, to have a garden like that and to be able to teach people how to grow their own food. To have a place where people can harvest food from a community garden that the city has, so this is just a program I think the city is going to benefit from and will continue to do really great things with.

Commissioner Berry asked if this is just for the City of Leesburg or could it be considered as a spot for planting flowers at each entrance to a community where we have our city signs introducing where you are entering? **PWD Kelsey** replied absolutely. He and the city manager actually talked about doing that. It would be a good initiative for the American in Bloom to go to the community signs, beautify them, to improve the look, and grow the community. Yes, ma'am.

Commissioner Reisman thanked Sandi and Cliff for their hard work and their dedication to this. He thinks this will be good, and it is not just for downtown, this is for every part of our city. If the commission felt okay about it, would we be open to having people apply to be on the committee and then establishing rules like we do our other boards? I know there are a lot of people who have shown interest or we can appoint people, but I think if you get people that actually apply, they will have a better interest in it. **Commissioner Pederson** said Sandi may not speak to him again after this, but his idea is maybe a committee under the chamber. **Commissioner Reisman** said that is kind of what they talked about because of the beautification and the business aspect of it. He asked Sandi if she would be open to being involved like that. **Sandi Moore** replied sure. **Commissioner Berry** asked would it be the city appointing people or just volunteers who want to work with on it. How many on the board? How would you establish it? **Commissioner Reisman** answered he thinks anyone can volunteer for the initiatives, the committee who would pick the projects. So that Andi would put an application out and then people could apply for it, and it would be under the chamber. **Mayor Burry** said he is in favor of it. His only concern would be that, potentially, by just allowing anybody that applies, we may become heavily vested in one community and not the entire city. He thinks it is kind of important that membership be decided on the board. **Commissioner Reisman** replied we could make it so that they have to come back to us for the final decision for approval. **Mayor Burry** said he just wants to make sure every community has an equal say. **Commissioner Pederson** asked if they came in here tonight with the intention of putting it under the chamber. Was that discussed? **Commissioner Reisman** replied under the Chamber's umbrella, but the city oversight. **Mayor Burry** asked if this is something we need to establish by ordinance. **CM Minner** replied it might, so we will come back to you. **CA Watson** agreed, saying we have the committees and advisory boards and everything in the code so we will take a look at the procedures. **Mayor Burry** thanked everyone.

4. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Issues brought up will not be discussed in detail at this meeting. Issues will either be referred to the proper staff or will be scheduled for consideration at a future City Commission Meeting. Comments are limited to three minutes.

Murray Tucker of Lone Oak Cemetery Board of Trustees stated that in a few days, on October 24th, is our annual Moonlight Tour where we open up the Cemetery at 5:30 p.m. We have lots of surprises, so come out and help us raise some money because we need all the help we can get. I know several of you all have been there before, it is a great time, and we are going to have our old stand-bys where our

founding fathers are featured, and we are going to be featuring three or four other families; not going to tell you who that is, so you have to come out and see. Also, on the 14th of December is our Wreaths Across America. We are still short wreaths for both Lone Oak and Shady Oak, so if the public wants to help with that, you can either purchase them at our office or go to wreathsacrossamerica.com and choose one. Believe they are $15 a piece or a package deal for more, so if you can help us out with some wreaths, that would be great. He is glad Mr. Christian is here with all his people because this part affects Shady Oak. We had a volunteer, Alan, who is a mapmaker, and he went out, made a map of Shady Oak, along with all the grave sites. Most people do not know that the history of Shady Oak was lost when Dabney burned down; there is not much left, but now that we have a record of all the graves, we are going through Lone Oak and Shady Oak to GPS every grave site. You will be able to use a GPS app on your phone, like grave finder, and all that if you are doing genealogy looking for your family history. It is going to make it really easy for people to find their loved ones and have a good record. We had a couple of wind events out at Shady Oak, but the flag has been fixed, the trees have been cut down, and he is sure we have more to do out there, but we are trying to keep both of them looking good. Please come out and support us next week and in December.

Dr Erica Jasper gave kudos to the electric and the public works departments for such an expeditious job doing hurricane aftermath and the cleanup after Hurricane Milton. Thank you so much to the city manager as well for dealing with the Lake Griffin issue. Also, to Mayor Burry, thank you for coming to check on our neighborhood, Carver Heights. There was extensive flooding in the areas of Talladega, John Avenue, Georgia, Nebraska, and also Stinson Street she believes. She appreciates everything that was done.

Tiffany Portier, a business owner on Pine Street, came to see if the Commission would consider a dumpster at the end where the lounge is located between the four businesses. We already pay for trash, but when they have something at the lounge, it gets full, does not look good, and if not put out by the road it does not get picked up. So just asking of we could get one dumpster, if you will consider that. **CM Minner** said he will speak with Cliff to see what we can do. **Ms. Portier** thanked him.

Athia Linzy owner of Cotton's Kitchen, said since the road construction, which she is so grateful for, on the side of her restaurant, what she calls her parking lot, is flooded. Since the road construction, even the dumpster truck driver has trouble coming in and out of there and the more he comes in and out the deeper it is getting. Just wanted to know if she could get some dirt or something or whatever you could do to fill in that spot because it is not safe. City Manager pointed her to Cliff. Ms. Linzy said alright, she will talk with Cliff. All she wants is some dirt. Everyone laughed.

Kelly Veilleux, new to this arena, here tonight to represent the SALT Outreach. She is representing a nonprofit who has for the last 12 years been serving the unsheltered, we like to call them that rather, than homeless, of the greater Orlando area. Great successful things have really been happening there and we are looking to bring an outpost center up here to Lake County, specifically in this area. You see on the flyer that part of the mission is comprehensive mobile drop in centers. They do that through shower trailers here in our area. We have a lot of feeding programs and I think that is wonderful, but some of the other services are greatly lacking. This takes care of showers and laundry facilities as well as counseling, outreach coordinating, and case management. Helping people to transition from unsheltered status to low reasonable housing is something that we do in the Orlando area, and we are hoping to be able to partner and do some of that up here as well. You can see the success here, it kind of speaks for itself, but the other side of the pamphlet talks about our goal of bringing it here to Lake County. We have an $80,000 startup cost, which includes the cost of a brand-new trailer, and we are 90% funded already. In fact, we have already got the trailer on location, we just need to get the rest of our startup costs to get going. We are hoping to have it ready for the next outreach that friends of the homeless will be doing next month.

Just wanted to raise the awareness and let you know I have been working with Lake County Housing, think her name is Maria, and they are very supportive in what we are doing. She does have a few extra flyers if anyone else in the room is interested. Thank you.

Carmen Rogers said she knows there has been some ordinances past recently concerning the homeless or the disenfranchised, as she likes to call them. Long story short, she just started a nonprofit, has all the paperwork in order, not state funded yet, but a nonprofit, and is trying to make sure that when we are going out to feed and serve the homeless, that we are not arrested. She is a correctional officer and does not plan to go behind bars as anything but a correction officer. Something that is very concerning to her. She knows many laws have passed that are changing things, but she needs to make sure that they are safe when they are out to serve our people in this community. There is a homeless problem in this community. I do not care what anybody says, friends of the homeless go out, Ms. Kashada, she feeds anywhere from 50 to 85 people every single Monday. I go out three to four times, three two to three times a week and I feed several people, also Linda Mobley, goes out and feeds several times a week. We do have a homeless problem in Lake County, Florida, and we want to make sure that we are able to continue to do the vision and the plan that we have set out. What I have started my nonprofit out to do, is to help to eradicate homelessness one person at a time, one family at a time. If the things that happen to some of them happened to some of us in this room, we could be in that exact same position, but thank God that we are not. So, my mission is to eradicate homelessness one family at a time. My vision is a commitment to improving the lives of the homeless, restoring dignity to those we serve. We will provide hot meals to those in our community who are in need and I just want to make sure that is not going to be a problem. She provided a copy of her credentials to have on file, so you will know not to bother Carmen Rogers.

Tralonie Montoute, 816 Georgia Avenue, said she and her family have been living there for about 25 years, and she is here to talk about the concerns of this neighborhood. This is a flood area and she has been dealing with flooding for well since she been there. Milton was the most devastating flood we ever had. She is both mother and father to her kids and if her home would have been taken away by flooding, she could have done nothing and they would have just been homeless. She has complained to the city of Leesburg, wanting them to fix the flooding problem there for a while. She has documentation, video and pictures. This last flooding, they had to literally rip the top of the drain off the drain so that they could relieve some of the water that was around our houses, our gates. On the wall, she showed how high the water was on her side and her neighbors. She thought they were going to flood out. She has damages to her brand-new gate that the city of Leesburg has granted her, it is broken and leaning to the side. The city came out and tried to relieve the water and they put sandbags on the side of the gate that brought pressure inside her gate, so the gate broke and the water did not go outside the gate because of the sandbags; it was not draining. We have a drainage problem in our neighborhood, they are clogged, the trees are bad, overlapping the streets, clogging the drains. We do not have any lights. My son Jeremiah has seizures. There are no lights outside my house. I have cameras around my house so if he was to go out the door I do not know where he is going or which way he went because there is no lighting out there. This has been going on for almost 27 years. One neighbor said in the first year she was there it flooded. The city of Leesburg knows this is going on. I do not want to go into my old age with my house being flooded like this. I need for the city of Leesburg to rectify this. The damages done to my house; I have a shed in the back with about $2,500 worth of furniture, it is flooded, it is no good. I work hard, I am a CNA and I drive school buses, been doing this for over 25 years and I work hard for what I have. To have it flooded out, that is ridiculous when the city of Leesburg could have rectified this before this storm. They knew about this and could have taken care of it, but they didn't, they overlooked it. I have video, when I notified the public works department, when we flooded, the guy came by the house but he did not even stop, did not even look at the drains, just kept going. I have a video of that. I am tired of being scared whether my house is going to be here today or tomorrow. I pay my taxes like everybody else and I want this to be rectified.

5. CONSENT AGENDA:

Routine items are placed on the Consent Agenda to expedite the meeting. If the Commission/Staff wish to discuss any item, the procedure is as follows: (1) pull the item(s) from the Consent Agenda; (2) vote on remaining items with one roll call vote, (3) discuss each pulled item and vote by roll call

Items pulled for discussion:

5.B.1 - Purchase Request for three (3) Ford Explorer SUV 4x2 vehicles from Duval Ford, LLC., for the City of Leesburg Police Department for the total amount of $111,978.00;

5.C.1 - Approving a mural sign for placement on the side of the building on a parcel owned by Star Five Properties, Inc., and operating at Checkers Restaurant, and being located at 2508 Citrus Boulevard.

Commissioner Reisman moved to adopt the Consent Agenda except for 5.B.1 and 5.C.1, and Commissioner Pederson seconded the motion.

The roll call vote was:

Commissioner Connell	Yes
Commissioner Reisman	Yes
Commissioner Pederson	Yes
Commissioner Berry	Yes
Mayor Burry	Yes

Five yeas, no nays, the Commission adopted the Consent Agenda, as follows:
(Each item has its coordinated resolution number listed below the header)

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held September 23, 2024

B. PURCHASING ITEMS:

1. Purchase request for the purchase of three (3) Ford Explorer SUV 4x2 vehicles from Duval Ford, LLC, for the City of Leesburg Police Department in the total amount of $111,978.00. Duval Ford, LLC is the contract holder for the central Florida region under the Florida Sheriffs Association contract #FSA24-VEL32.0.

Commissioner Reisman introduced the purchase request to be read by title only. CC Purvis read the purchase request by title only.

Commissioner Reisman made a motion to approve the purchase request and Commissioner Berry seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

Commissioner Reisman wanted to know if there was a way to get a bid from a local dealership like Key Scales or Prestige versus using an out-of-town dealership. **Deputy City Manager (DCM) Robert Hicks** responded that each dealership has the opportunity to get on the state and the sheriff's contract. Prestige did it years ago. However, it was very difficult to get the quantity of vehicles because everybody was doing them, but the sheriff's and state contracts are the easiest way to make sure you are getting vehicles on time and at the right price, because they do not have to be negotiated out. Any local dealer is welcome to get on those contracts. **Commissioner Reisman** indicated that he was trying to support local businesses. **DCM Hicks** added that they do too, and if there is a situation where they find a single or a couple of vehicles on the lot at a better price, they will absolutely purchase them. **Mayor Burry** asked if there were any other comments or questions from the commission and the public. There were none.

The roll call vote was:

Commissioner Reisman	Yes
Commissioner Pederson	Yes
Commissioner Berry	Yes
Commissioner Connell	Yes
Mayor Burry	Yes

Five yeas, no nays, the Commission approved the purchase request.

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida, approving a mural sign for placement on the side of the building on a parcel owned by Star Five Properties, Inc., and operating as Checkers restaurant, and being located at 2508 Citrus Boulevard, in Section 10, Township 19 South, Range 24 East, in Leesburg, Florida; and providing an effective date. (Checkers Mural)

TABLED RESOLUTION

Commissioner Reisman introduced the resolution to be read by title only. CC Purvis read the resolution by title only.

Commissioner Reisman made a motion to adopt the resolution and Commissioner Pederson seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

Commissioner Reisman wanted further information about the exhibit in the packet. It says the exhibit shows a typical design of the sign company and that a design specific to Leesburg was anticipated. He would prefer to see the anticipated design prior to approving. He also thought all public art had to go through the review committee and this did not go through that committee; the public arts committee. We all appointed one member to that committee. If they are going to put up a mural, he would prefer something that ties into Leesburg. **Commissioner Connell** (referring to the rendering) stated this design has no business being on US 27 in Leesburg. He is all for murals, but this one is so out of character for the middle of our town, it is pitiful. The mural down by the Duke Transfer Station by Center Street is beautiful, and it fits right in. However, this one would be in the middle of our town. He did not care if it

said "We Love Leesburg", it was horrible. We should not move forward at this point. This does not need to go before the art board, it needs to be stopped now. He did not see how they could even entertain this. **Commissioner Reisman** said art is subjective. He agreed that he did not like what was provided, but he would like to see if the art board would work with the applicant to come up with a new design. **Commissioner Connell** mentioned that they could always come back with a redesign, but at this stage there was nothing in the exhibit that they could even work with. **CM Minner** wanted to provide some background about why this made the packet. Obviously, the intention there was that it would be a "We Love Leesburg". This got to his desk on Tuesday prior to the storm from the planning and zoning department. We have not had an art board meeting almost since its inception because they had an issue with the Center for the Arts. In his haste to get this moving so they could get an answer one way or another and, in preparation for the storm, he left it on this agenda. At this point, they do have a couple of options. They can instruct it to be sent to the arts board, or they can kill it now, and if they do that, we would get back with the applicant to let them know the commission did not like the picture. If they want to move forward with another concept, they would bring that to the arts board first. **Commissioner Connell** pointed out that would be what he would recommend. They need to stop this thing now and let them completely redesign it because there is nothing on there that he could even begin to work with. **Mayor Burry** said he was not an artist and he appreciates art. **Commissioner Connell** stated he appreciates art too, but this is not appropriate for this location. **Mayor Burry** commented that he would not go that far, but we do have an art board that is made up of individuals who know more about art. **Commissioner Connell** remarked that art is in the eye of the beholder, but do we really want this in the middle of town? We are trying to beautify US 27, and this does not fit into anything. **Mayor Burry** clarified that this would be located at Checkers, which is across the street from Walmart. He would rather see it kicked back to the art board because that is their job. Let them discuss it to see how they feel about it. **Commissioner Reisman** added that if the art board did not like it, it would be kicked back to the applicant. **Commissioner Connell** pointed out that one way or the other this would come back to the commission. **Mayor Burry** agreed. **Commissioner Connell** continued to say the arts board would not approve this nonsense. **CM Minner** answered no, that was incorrect because if the arts board liked it, then it would be approved. **Commissioner Connell** said they should absolutely not allow that to happen. They could not take that chance. **Commissioner Reisman** wanted to verify that even if the arts board approves it, it will still come back to the commission for final approval just like everything else does, because they are an advisory committee. **CA Watson** said for clarification the art board was set up as an advisory board. **CM Minner** stated they needed to go back and double-check. Remember this board was put together with the thought that they were going to approve murals for downtown and then, when the Center for the Arts went through their situation, we never really tested it, because it had been a number of years since they met. **Commissioner Connell** wanted to know, since it has been longer than two years ago, is anyone still on the arts board? **CM Minner** said yes, because annually the commission appoints members to this board. Even though they have not met in quite some time. **Mayor Burry** indicated that the arts board was set up like the airport board. They do not spend money, they do not go out and do things, they make suggestions, and it comes through the commission. That is what he would like to do with this. He would like to see this come through the art board, and if they do not like it, maybe they can work with Checkers to come up with something different that could be approved. **Commissioner Pederson** jokingly said that they do have a liaison to the arts committee, so maybe that should be Commissioner Connell. **Commissioner Reisman** pointed out that Commissioner Berry was the liaison. They have to remember that each member of the commission appointed an individual to that arts advisory board. **Mayor Burry** suggested that they refer this item to that board so they can get a recommendation from them. **CA Watson** agreed. They will check the code again to make sure because he thought it was an advisory board too. **Commissioner Reisman** pointed out that if the code does not state that, it needs to be changed.

Commissioner Reisman made a motion to table this until a time certain, so that the city manager can get

with the public arts board and go from there. Commissioner Pederson seconded the motion.

Commissioner Connell wanted to clarify that they were going to table this, but if we find the arts board has the authority to approve this, then he would not be for it. **Commissioner Reisman** said they just agreed that they would look into that and change it if they needed to. **Commissioner Connell** mentioned that he did not hear that as part of the motion. He then asked if there were any staff members on that board. **CM Minner** answered no. They made the Center for the Arts Director the chairperson for that board. **Commissioner Connell** asked for an update once the city manager reached out to the members because he wanted to verify if they were even active, since it had been years since we had utilized them. **CM Minner** answered yes.

The roll call vote was:

Commissioner Pederson	Yes
Commissioner Berry	Yes
Commissioner Connell	Yes
Commissioner Reisman	Yes
Mayor Burry	Yes

Five yeas, no nays, the Commission tabled the resolution.

2. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute the Leesburg International Airport, Disadvantaged Business Enterprise (DBE) Program; and providing an effective date.

ADOPTED RESOLUTION 11,903

3. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Silver Lake Estates, Phase 1, a subdivision of the City of Leesburg, Florida, being a portion of Section 15, Township 19 South, Ranges 25 East, Lake County, Florida; and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Silver Lake Estates Phase 1 Plat)

ADOPTED RESOLUTION 11,904

4. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Leesburg Police Department to apply for and, if awarded, accept an Edward Byrne Grant (JAG Local) from the U.S. Department of Justice for $13,703.00 to defray costs associated with the purchase of department equipment; and providing an effective date.

ADOPTED RESOLUTION 11,905

5. Resolution of the City Commission of the City of Leesburg, Florida authorizing the designation of existing city staff to serve as the Clerk to the

Local Hearing Officer for the School Zone Speed Enforcement program; and providing an effective date.

ADOPTED RESOLUTION 11,906

6. Resolution of the City Commission of the City of Leesburg, Florida, appointing one member to the Library Advisory Board to a five-year term ending September 30, 2029; and providing an effective date.

ADOPTED RESOLUTION 11,907

7. Resolution of the City Commission of the City of Leesburg, Florida authorizing Corey Goepfert as the City of Leesburg Designated Representative on the Florida Gas Utility Board of Directors, and James "Jim" Williams as Alternate; and providing an effective date.

ADOPTED RESOLUTION 11,908

8. Resolution of the City Commission of the City of Leesburg, Florida, appointing three members to the Leesburg Planning Commission; and providing an effective date.

ADOPTED RESOLUTION 11,909

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

A. SECOND READING OF ORDINANCES

1. An Ordinance of the City of Leesburg, Florida; creating Section 2-8 of the City's Code of Ordinances; entitled control of access to City-Owned, controlled, and leased property; establishing a process to designate facilities as public forums, limited public forums or non-public forums; establishing trespass notice for public property; providing for severability; providing for conflicts; providing for codification; and providing for an effective date.

ADOPTED ORDINANCE 24-61

Commissioner Reisman introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only.

Commissioner Reisman made a motion to adopt the ordinance and Commissioner Pederson seconded the motion.

Mayor Burry stated they talked about this in depth at the last meeting. He asked the city attorney to provide a quick review for the public. **CA Watson** explained that this ordinance has the goal of establishing some limitations in terms of public property. There are obviously areas of city hall that are used for employee work spaces, and they are not necessarily open public forums for everyone to come to. The idea here was to get in line with what the city has been working on with the badges and setting up restrictions to access some areas of city facilities. It was to basically set that system up formally. This is a copy of what the county did with county facilities, so there is essentially no change or difference from what the county does. It also gives the city manager some authority to set up some limitations inside the buildings when public meetings are not going on. That way, people are not disrupted in their work and people can have meetings with city staff as needed. That is really what this ordinance is about. It also sets up a trespass process that would allow people to be trespassed from public property, and it gives procedures for appealing that process. They would have a process to come back and challenge anything they believe was wrongfully done in terms of removing them from any facilities. **Mayor Burry** asked if there were any questions or comments from the commission and the public. There were none.

The roll call vote was:

Commissioner Berry	Yes
Commissioner Connell	Yes
Commissioner Reisman	Yes
Commissioner Pederson	Yes
Mayor Burry	Yes

Five yeas, no nays, the Commission adopted the ordinance.

2. An Ordinance of the City of Leesburg, Florida; Amending Chapter 15, Article I "General Offenses" to create Section 15-7 Entitled "Public Camping or Sleeping" prohibiting unauthorized camping at any time within the City; providing for severability; providing for conflicts; providing for codification; and providing for an effective date.

ADOPTED ORDINANCE 24-62

Commissioner Reisman introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only.

Commissioner Reisman made a motion to adopt the ordinance and Commissioner Berry seconded the motion.

Mayor Burry requested the city attorney to provide a quick overview. **CA Watson** stated as they talked during the first reading, there is a new state law that does not allow a county or a city to authorize or otherwise allow public camping or sleeping to occur on public property. The city does not currently have any prohibition against public camping or sleeping on the books, so the purpose of this ordinance was to put something in the code that would allow the city to remain compliant with the new law. This is a slightly different flavor than what they had at first reading. The difference between this version and the first reading version is that they have built in a notice warning system as a first step to try and figure out a way to deescalate the situation and resolve it without resorting to any other means. From there, it would move into a citation, and the consequences could get harsher from there. The goal was to allow the city to be compliant with the state law requirements in terms of having a mechanism to prohibit or at least not allow or otherwise authorize public camping or sleeping. It also gives law enforcement as many options as we can to try and address the situation in as humane way as we can. **Commissioner Berry** wanted to

verify if this was for both public and private property. **CA Watson** responded that it would just cover public property.

Carmen Rogers of 128 North 7th Street, Leesburg wanted to know what the city was going to do to help alleviate the people who do not have a place to live. They do not have a house, so they are going to sleep on the sidewalk in the park. She could go to the park and take a nap right now, and she does not want to go to jail for it, but she could do it because she is tired. What are we putting in place to change the situation as opposed to making more ordinances to make the state law happen? What we need to do is find a way to get the people off the street. We need to put money to good use as opposed to taking up police jail space. We are going to incarcerate individuals who are homeless. How is that helping them? The taxpayers are still paying, but we will be paying more because we will have to give them medical care, three hot meals and a cot. We will have to pay someone to turn those keys. What are we going to do to alleviate the problem, because making more ordinances is not the way to help our situation in this city? Sitting there she was trying to be nice, but we have a homeless issue that needs to be addressed. We need to get the organizations that are already out there feeding, and we have the salt trailer. They need a comprehensive program to help get people off the street. Putting them in a jail cell is not going to fix the problem, because when they get out they will come right back. Let's talk about Diane Kojowski. She took her to Orlando and put her on an Amtrak train to New York City so she could be with her family. A month later, somebody called her saying Miss Diane was back in Leesburg. She said you have got to be joking because she personally put her on the Amtrak. So, what are we going to do to help because this is not helping? **Mayor Burry** pointed out that what they are addressing with this ordinance is a state law that went into effect October 1st. We are not going out on our own saying this is how we feel about it. We are trying to comply with the State of Florida. **Ms. Rogers** said with the city complying, the city is not helping. They need to help the people. We need to give the homeless some place to live. **Mayor Burry** commented that it was a good suggestion because in Lake County we have no beds for the homeless. **Ms. Rogers** said that was her point, so what are we going to do, as opposed to making ordinances that are not helping anybody? She appreciates the city obeying the state law, but she does not appreciate the city not fixing or giving a solution. The homeless population needs a solution.

Linda Gallet stated she has spent seven years working with the homeless in the community. She has done feeding programs, showers, clothing, and they have immunized hundreds of them against hepatitis, tetanus, the flu, and covid. They have done all kinds of things with the help of Lake County. She was concerned about this law. When the governor first signed, it was to provide for help and there was supposed to be a camp site within each town for people to go to. They would be able to put up their tents, and they would provide mental health assistance, drug assistance, and they would have porta potties. They would set up a camp for the homeless to stay, and it seemed like Leesburg was tweaking the rules, and she did not know if anyone had camped with families, because when the day comes to pack up and go home it takes more than sixty minutes to put away sleeping bags, air mattresses, tents and coolers. While the homeless put their stuff away, they wonder where they can go. In that report it said that Leesburg does not have any public spaces to set up a camp-type setting for them. So, when the police come by and say they have to move, where are they going to go? There are no spaces that can be used as a camp for them. Where are they going to go? Leesburg is a big city, but where are they going to go? Not all homeless people are scary, drug addicts, freaky people. There are some really charming people out there. There are people who work hard jobs, but their spouse gets sick and they leave their job. They then lose their house and end up on the street. It is sad, but to have sixty minutes to move on to nowhere, that needs more thought.

Kimberly DeRoche said the law the city was referring to is HB 1365. It does say that the city has to provide temporary shelters that are monitored by law enforcement. Homeless shelters will require the occupants to not use drugs, and they will receive substance abuse and mental health treatment. **Mayor**

Burry pointed out that is what it says, if the city is able to set up the shelter. It also says that as a city, if we set up a shelter, it cannot be contiguous to a neighborhood or any housing, and it cannot devalue anyone's property in the area. That is specific to the law, so those two things preclude Leesburg because we do not have unoccupied space that meets the criteria to have a camp. **Ms. DeRoche** mentioned that she has previously helped homeless people, but she also has a lot of problems with homeless people due to where she lives in the city. When they are kicked out of a place, they come and hang out at her house. She usually takes care of the problem herself, but she did have to call the police once. Also, the city wants to charge them a $500 fine. **CA Watson** clarified that there are different enforcement mechanisms and the $500 fine would come after they have not complied with a warning and cited. If they keep returning after that, they could be fined $500. It does take a little bit to get to that point because it would have to be the same exact location. **Ms. DeRoche** stated they do not have the ability to pay a $500 fine. Also, the police do not have the time to spend on this problem. She understands what has been said, but this needs to be taken to a higher level, like the county or state, because we need to figure out a proper facility so we can help and not hurt. What they are trying to do will not help anyone. She knows some businesses are having issues with the homeless and that is unacceptable, but she did not know what the solution was, but it is not pushing them outside the city and causing more problems for your residents.

Kelly Veilleux stated she worked with a guy named David. He comes to the little house every week to receive the services they provide. He is already suffering from anxiety and that is part of what is contributing to his homelessness. He told her last week that he could not sleep because he was over the top with anxiety because it was a matter of time before he has a flashlight in his face and is being told to move. However, he does not know where to go. Where do they go? It is sad that anyone has to live like that. Another man that she met was Mark, and him and his partner are going through a similar situation. He said it was interesting that they wanted him to work, but they did not want him to sleep. Put that into perspective, because if a person is trying to hold down a part-time job, where are they supposed to sleep? Where are they supposed to clean up, which is the reason why she felt the shower trailer ministry would be a great asset to the area. It is hard when they look at the whole picture, but we expect them to somehow be responsible in society, but yet we take away whatever little bit they have. They will have to pack their stuff up and leave. However, where are they going to go?

Elizabeth Vernon stated she has a ministry that tries to take care of some of the needs of the homeless. She is an animal lover, and we have provided for the animals in our county. If there is an animal in need, we do have a shelter for them. If we can do this for an animal, why can't we do this for a human being? These are human beings. We only have a small mental health clinic in our area, Life Stream. She is a retired nurse, and she has been in Life Stream, and they are overwhelmed. It is just a band-aid. We need more help for people. We need a wrap-around service where we can reach out to them, but just to close the doors of our city is not what we need. We need to care. Let it be known that Leesburg is a loving community. It is not only a beautiful community that reaches out to everyone, but it does something more than just what we are doing right now. Let's give them a safe place to go, whether it be a parking lot. Many of them work three jobs so they can buy a vehicle to live in, yet they have no place to park it because they have to keep moving it around. Think about how much you love your animals, love your human beings that are our neighbors.

Bonita Nestler of 1431 Beverly Point said she was a taxpayer. She moved here because it felt like a small community. It is beautiful and she loves the atmosphere. The homeless situation is heartbreaking. It is horrible and devastating for anyone that has that happen to them. Unfortunately, what is happening is the degradation of their lifestyle. She is in full support of what the city is doing and what Governor DeSantis has put in place. We provide so much with Life Stream. She was surprised at how much Life Stream offers. If people choose to do drugs and alcohol and not make lifestyle choices by changing their lives, she does not feel like she should be responsible for those who choose not to receive help, because we

have ministries in the city that provide help. Unfortunately, she saw someone swimming in Lake Griffin totally dazed and that person could have become alligator bait. They also leave all kinds of trash everywhere. Yes, it is a heartbreaking situation, but it is not right for the city and the taxpayers to condone this behavior. We are just feeding and providing housing, yet they are not giving them resources to change. The ministry of Jesus Christ will change their lives and that is what they need to do. **Mayor Burry** asked if there were any further comments from the public and the commission. There were none.

The roll call vote was:

Commissioner Connnell	Yes
Commissioner Reisman	Yes
Commissioner Pederson	Yes
Commissioner Berry	Yes
Mayor Burry	Yes

Five yeas, no nays, the Commission adopted the ordinance.

B. FIRST READING OF ORDINANCES

1. None

C. NON-ROUTINE ITEMS

1. None

7. INFORMATIONAL REPORTS:
The following reports are provided to the Commission in accordance with the Charter/Ordinances. No action required.

A. None

8. CITY ATTORNEY ITEMS:

CA Watson had no reports this evening.

9. CITY MANAGER ITEMS:

CM Minner wanted to update the commission and the public on the efforts to recover from Hurricane Milton. In almost eleven years, since he has been working at the city, Hurricane Milton has been the biggest storm. Also, some longtime employees say Hurricane Milton was the biggest storm that they have seen in this region. The next significant impact that we had was Hurricane Irma, which was in September 2017. There is no way to underscore the storm that Milton was for Leesburg. It was clearly a five hundred year storm, because we sustained significant winds, flooding in some isolated areas, along with a lot of different issues. It came up earlier about the flooding problem in the Talladega/Alabama area. Obviously, that was a very critical area and the city previously worked in that area in the earlier part of

the 2000s. It was far before his time in Leesburg. However, we did do some initial work in that area, and we received a CDBG grant for that. When we have a storm, which is a five hundred year storm, building a drainage system for a five hundred year storm is not practical. That is why, when these types of situations arise, it becomes so catastrophic. That does not underscore the calamity that the families felt and saw or the fear or the damage that was a result of that, but in our business as a municipal government it would be impractical to build a system that would absorb damage that is received once in a great while. The speaker said earlier that they have lived here for twenty some odd years and this was the biggest storm. He asked that they please hear those words because we are all struggling with that. The first thing that we will be doing as a result of Milton is to go back to the engineers to figure out how we can make a better solution for that area. The issues did not go unseen, and the city has invested in the properties through the home grant program. We want that area to be successful, and we know it has issues. No one suspected that we would get twelve inches of rain in six hours, that we would be problem free or see damage in a particular area that was catastrophic. We heard the speaker, and they would address it. The first way of addressing that would be to get with our engineer, which we will be doing this week. The process will be to contract with Keith Riddle and if the amount is under $50,000, it will not come before the commission because he would just approve it, but if it is over $50,000 they will see it come for approval. Keith Riddle is our design consultant in house, and it will save time so they can get a design started. Upon completion of that design, they will be back before the commission to figure out how to pay for the improvements. At this point, we do not know what the improvements are, but his knee-jerk reaction from experience and from talking with the public works director is for some sort of expanded retention area that we would have to design. The lakes in Berry Park were typically designed to hold this type of water, as well as the lakes that are behind the trail were designed for this type of water, but they were overwhelmed with the water. They will have to go back and look at different designs and ways that we can remove massive amounts of stormwater. It may be absorbing some empty properties and turning them into retention areas. The number one job post storm is figuring out a solution to that. With other flooding around the area, in the community, it was not as significant as that. Other than that area, we would probably have a pass as far as flooding goes.

The next significant issue was seen on Facebook. They spent about an hour with a reporter last night reviewing it, but there was a situation at the Canal Treatment Plant. He also provided the commission with a detailed report on that Friday or Saturday night. Again, he could not underscore how significant Hurricane Milton was. Twelve inches of rain in a four-hour span is a lot of rain. That was a catastrophic storm. It was a five hundred year storm. A five hundred year storm means we only see it once every five hundred years. Having said that the situation at the plant was two-fold. It took on too much water too fast and the Canal Treatment Plant capacity is 3.5 million gallons a day. We typically process about 2.2 million gallons of water a day at that plant, so obviously, our operating norms and capacity are significantly under, which means the plant operates correctly during normal times. Again, Hurricane Milton was not a normal time. About midnight, the power went out, and the generator kicked on and that information was put in the report. There was a picture of how everything flowed, so water comes into the plant at the head wall, which is right off US 441, so as you drive past the plant, and you see the business that sells cemetery stones, right next to that to the west is where the head wall to the plant is. So, all the wastewater from Core Leesburg and the west side of Leesburg goes into that plant, and that is about 2.2 million gallons a day. At midnight, the power went off, and the generator kicked on, but by midnight we were receiving so much rain to where the groundwater inundated the underground electric cables and those electric cables go from the generator to the switch box, which is in the building's basement and that was where we sustained flooding. The switch gear and underground wiring sustained masses of water, so the electric current from the generator could not get to the switch. We could not switch from online power to generator power because of the inflow and infiltration (I and I). That is why the plant kicked offline. When the plant kicked offline, the water built up and breached. It was not somebody pushing or pulling a valve saying we have too much water, so let's just dump it, the water breached at a peak of

about 7.5 to 8 MGD. Let's run these numbers again. The plant took in 7.5 to 8 MGD at one point when the power was off, and we process 2.2 with a name plate capacity of 3.5. That means over three times the amount of water hit the plant at a critical junction, so wastewater spewed out. He gave credit to the wastewater folks because they were right on the issue. They were handling the situation the best they could. As the water breached out of the head walls it flooded the building, then it moved to the north into a ditch and that ditch line carried it to the east towards Lake Griffin. The guys immediately got out hoses and pumped, and they tried to pump that water back into the headworks to try and repeat it as a cycle. They wanted to pump out and back overflow and that cycle repeated. In that process, we probably saved a couple of hundred thousand gallons of wastewater from going into the lake, but unfortunately, about 1.9 million did go in. By eight o'clock in the morning, power was restored, and the breach was stopped. They cleaned up the ground, and they put out lime. With the water that went into the lake, they could not do a lot with it, but they immediately self-reported. They immediately self-reported because there are state regulations for DEP, but he does not know what the litmus test for that is, because they changed those about three or four years ago to a certain gallon for where you have to report. However, we were way above that, so it was standard operating procedure that we self-report it.

The next problem that happened was that the crew started to go out and collect wastewater and get our lift stations back online. We found some of the other lift stations do not have generation power. Again, to build to this level of storm, we already complain about price tags, so if we were to build them to a level of a five hundred year storm, your hair would really be on fire. So, long story short, we go out and rotate and part of the standard operator procedures in an emergency situation is that they go from lift station to lift station to lift station around the community, and pump them down. As far as he knows, we had no lift station spillages, so that was good because he would colloquially call it the lift station rodeo because we go around the horn to pump. We did that successfully, but as more wastewater came in it was like a delayed flooding. If you are downstream, the flood is up, and it works down to you, which is the same at the plant. We ended up getting more water, but we balanced out with a peak capacity going into the plant at 7 MGD, which we held for a couple of days. Even though the plant got back up, and we did not breach the headworks anymore, the plant continued to process wastewater. When it works that fast, we cannot get to what we call the reuse quality of the reuse water. We have what we call a reject water, so reject water is pretty close to the quality of reuse water, but it is not quite there yet. In normal times, we take that reject water and put it in a big pond, and we feed it back into the plant. It then clears it and clears out, and then we can move it off. Now, how we move it off through a reuse process, and most of it now goes to The Villages, but that is the process. In this process, because the plant had so much wastewater in it, our reject pond began to build and there is a blow off inlet that is in the pond where, when it gets to a certain level, the reject water comes up into the pond, and it goes in that inlet through another pipe into the same ditch that was mentioned earlier, and it then goes out to the west. As water continued to come in from the system to be processed, we had excess reject water. So again, we reported it to the DEP. He would argue that reject water is really equivalent to regular storm water that hits the lakes. Again, we reported that to DEP, and it was about 1,400 hours yesterday that the plant settled out and started hanging around 5 MGD. At 5 MGD we are still double what we normally do but all the breaches and issues were stopped. At that point, everything was cleaned up. Overall, we lost about 1.9 million gallons of wastewater, and we saved a couple of hundred thousands. Then we lost a couple of hundred thousand gallons of reject water that went into the lake which was reported. One of the most important questions that the media asked was if wastewater contamination was a problem. The obvious answer to that is yes, wastewater is a contamination and that is a problem which is why we treat wastewater. However, at this level, he did not anticipate that we would see any punitive damage because it was a cataclysmic storm, and it was an act of God. Really, our crews did a great job balancing the emergency while keeping it as minimal as possible, but at those levels of wastewater that went outside the plant, no, he did not think they would see any contamination. It would be equivalent to a house if you had a 2,000 square foot house, and you spilled chocolate milk on the brand-new carpet, you clean it up. That is not an issue,

because it only hit a couple of square inches of your 2,000 square feet. However, if you continue to spill chocolate milk on your carpet, then yes, you will have a problem. The lake is the same way, at small incremental levels, mother nature takes care of itself. If we were to spill 1.9 million gallons of wastewater every day for a year, that would be a problem. However, at this level, the amount of contaminant that went into the lake was not catastrophic. We estimated that Lake Griffin has 3.8 billion gallons of water, and we put in about 1.9 million gallons, so that is 0.65%. That was important to bring up, because again, the guys did a great job. There is always alarm when those types of things happen, but with the calamity of the storm it was a big deal. He did not mean to keep going on, but these were two important issues that needed to be covered properly. At the end of the day, we will work with DEP to see if we find some other areas and, hopefully, we will receive about $19 million of funding. He was sure some of that $19 million would be spent at the Canal Wastewater Plant. Not that it is not functioning properly, but there are always things to do. He gave a lot of credit to the guys because of the calamity of the storm. He knows he threw out a lot of numbers, but the numbers are important for reference points.

The third thing would be electric recovery. Again, with the size of this storm and what makes Hurricane Milton special in a bad way, is how many onesies and twosies we got. At about seven o'clock we were down to about one hundred and fifty customers still out. A lot of credit needs to go to the electric department for getting everything back up. They will continue to keep in touch with you. A lot of credit for some of the resources that we received from mutual aid. If you are still without power, he apologized, but being fifty-seven hours into the event, we are about ninety percent complete and that is a significant sign of a great operation. So, again, a lot of credit to the electric director and his department personnel.

Finally, with debris, we started to pick it up. We need all the debris to be put in the right of way. If there are stumps from the big trees in the backyard, please try to get them to the right of way. Some of the extremities have already been picked up. In the city extremities, are Arlington Ridge and Legacy and some of the newer subdivisions around town have been picked up in the Silver Lake area and down in South Leesburg. The focus will be Core Leesburg and out. We started those operations today, and we will get everything picked up at first pass, and we will continue to pick stuff up. He encouraged everybody to get the debris placed in the right of way. Also, keep your debris pile segregated. If you have a damaged couch to throw out, we prefer you not do that, but if you do, please keep everything segregated. He could not thank the department heads, and again we were really well prepped. The Fire Chief did an excellent job as the Emergency Management Director. He could not name everyone, but everyone did a fantastic job of recovering. He would be available to answer any questions. He did not have the numbers as far as costs yet, but he understands the president declared our area a disaster area, so the next phase will be to start working on the paperwork to get the FEMA reimbursement. He would report accordingly.

10. ROLL CALL:

Commissioner Connell had no further comment.

Commissioner Reisman echoed the city manager's comments by thanking city staff and department heads. They all did a wonderful job. He asked if there were any updates for the security upgrades to the customer services department on the first floor. **CM Minner** replied that there would be a glass wall put up. It does not go all the way up to the ceiling, but it is in the works. **Commissioner Reisman** thanked John Christian of the CDC of Leesburg, Inc. for the informative update. As a city all the way around, things can always be improved. We have so many good things happening in our city, but we can always do better with getting information out because he had no idea about some of the stuff they did. With the wish list, he believed they could get some of the things done pretty quickly. Also, there is a football game after the meeting where the city is a sponsor, so if you have availability to come at halftime, they will

recognize them, and they will be able to go out on the field to accept a plaque. Lastly, this Saturday at the college is The Walk For Freedom Walk to bring awareness to human trafficking in our country.

Commissioner Pederson thanked all the city staff for all their efforts, especially the public works and electric departments.

Commissioner Berry stated she was absent at the last meeting, September 23, and there was discussion about CRA money being owed to the electric department. She knew nothing about the subject, and it was related to district one. Having that discussion when she was absent was not the best practice. She knows this is the only opportunity she has to share her feelings, but they should not have had that discussion without other CRA members or her being there. She understands it was about a note from some time ago when they built the Resource Center. She realizes that it is important, but she did not realize it was an emergency that needed to be discussed as soon as possible. The Resource Center was built between five and seven years ago. After reading the minutes and the discussion, she did not feel it was good practice to discuss processes and means of amending the budget they just approved without giving the CRA or herself an opportunity to discuss or share the desire to develop the community. She felt it was important to share because she believes in working together, and they are a great group. However, if she did not say something, they would never know where she stood, and she cannot have this discussion one on one, so she had to bring it to a public forum. She hoped this would not happen again because she would never do it to them. If a matter was up for discussion regarding another district, she would not discuss it without their presence. She gave kudos to all department heads and staff and a special thanks to the two Corey's at the gas department for assisting her with an issue on Saturday after hours. She thanked the city manager for the updates. She talked to him on Thursday, and she probably worked his nerves, but guess what, we got it done. She received responses from residents/constituents thanking her because their power was on. She knew she did not have any control, but she was informing residents about what the city was doing along with the process of how it worked. She had never experienced this before. It was a learning process for her, and it ran pretty smoothly. **Commissioner Reisman** mentioned that it was him that brought that up at the last meeting. It was a last minute thing because we were approving the budget, and he talked to the city manager about it. He apologized that she was not at the meeting, but we did decide to table it for a future discussion with the CRA and the Commissioners. **Commissioner Berry** thanked him for his apology. **Commissioner Pederson** commented that they are allowed to discuss issues outside their district because they represent the entire city, so there is a fine line. We have a right to talk about issues that are citywide even if the commissioner is absent. **Commissioner Reisman** said he respected her opinion on that and he did see her point. **Commissioner Berry** said it was a level of respect and that was where she was coming from.

Mayor Burry had nothing to comment on.

11. ADJOURN:

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." The City of Leesburg does not provide this verbatim record.

With a motion by Commissioner Reisman and a second by Commissioner Pederson, the meeting adjourned at 7:17 p.m.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.B.1.
Meeting Date:	October 28, 2024
From:	Maria Hritz, Senior Buyer
Subject:	Purchase request for the purchase of nine (9) new 2025 Ford Interceptor Utility AWD vehicles for the Police Department in the amount of $392,826.60 from Garber Fleet Sales, contract holder for the central Florida region under the Florida Sheriffs Association.

Staff Recommendation:
Staff recommends awarding approval of purchase nine (9) new 2025 Ford Interceptor Utility AWD to Garber Fleet Sales for the amount of amount of $392,826.60.

Analysis:
The purpose of this purchase is to allocate vehicles to new police officers.

Procurement Analysis:
The City is utilizing an existing Agreement (Piggyback) with the Florida Sheriffs Association, contract FSA24-VEL32.0, to purchase the following vehicles listed below. Staff obtained a quote fromGarber Fleet Sales in accordance with the Florida Sheriffs Association contract.

Nine (9) 2025 Ford Interceptor Utility AWD at $43,647.00 each. For a total of $392,826.60.

Options:
1. Approve the purchase from Garber Fleet Sales for $392,826.60; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
Funds are budgeted and available. Requisition No. 56957

LEESBURG POLICE DEPARTMENT

Specification #		205
Unit Description	POLICE INTERCEPTOR	K8A/99B

Prepared for:	Prepared by:
10/2/2024	***Garber Ford, Inc.***
LEESBURG POLICE DEPARTMENT	Todd Brandt
ATTN: LT CHRIS PARSONS	*(904) 264-2442 ext.2348 FAX: (904) 284-0054*
CHRIS.PARSONS@LEESBURGFLORIDA.GOV	*3380 Hwy 17 Green Cove Springs, FL 32043*
352.728.9786 XT 3887	tbrandt@garberautomall.com
ORDER	

Florida Sheriffs Association

Prices are published by the Florida Sheriffs Association (www.flsheriffs.org) Purchasing contract number is FSA24-VEL32.0 Pursuit, Administrative & Other Vehicles, expiring September 30th, 2025. If you have any questions regarding this quote please call!

NORTHERN ZONE

K8A/99B

2025 Ford Police Interceptor Utility AWD 3.3L Gas

$43,759.00

Codes	Optional Equipment	Unit Price		Net Price
500A	**POLICE PACKAGE**	0	$0.00	$0.00
99B	**3.3L V6 FLEX FUEL ENGINE**	0	$0.00	$0.00
44U	**10-SPEED AUTOMATIC TRANSMISSION**	0	$0.00	$0.00
YZ	**SOLID EXTERIOR PAINT: OXFORD WHITE**	0	$0.00	$0.00
9W	**CLOTH BUCKETS W/REAR VINYL: CHARCOAL BLACK**	0	$0.00	$0.00
D-51R	**DELETE DRIVERS SPOTLAMP**	-200	$4.00	($196.00)
60A	**GRILLE PREWIRING**	0	$0.00	$0.00
55F	**KEYLESS ENTRY PACKAGE**	0	$0.00	$0.00
55B	**BLIND SPOT INFORMATION SYSTEM**	0	$0.00	$0.00
86T	**PREDRILL HOLE IN TAIL LAMP:NOW STANDARD**	0	$0.00	$0.00
68G	**REAR DOOR CONTROL INOP**	80	($1.60)	$78.40
61B	**OBD-II SPLIT CONNECTOR: NO LONGER AVAILABLE**	0	$0.00	$0.00
76R	**REVERSE SENSING SYSTEM: NOW STANDARD**	0	$0.00	$0.00
17A	**REAR AC/HEAT: NOW STANDARD**	0	$0.00	$0.00
593	**PERIMETER ANTI-THEFT ALARM: NOW STANDARD**	0	$0.00	$0.00
	DEALER INSTALLED OPTIONS:	0		$0.00
	NOTHING	0		$0.00
TTAG/DEL	**TEMP TAG AND DELIVERY**	6		$6.00
				$ 43,647.40

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: October 28, 2024

From: Hosea Goodwyn, Senior Buyer

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with Ballfer Service Corp for services related to the Mispah Simmons Fence Replacement for an amount of $61,260.00; and providing an effective date.

Staff Recommendation:
Staff recommends awarding Invitation for Bid (IFB) 241401 to Ballfer Service Corp. and approval of the resolution authorizing execution of the Agreement for Fence Replacement Services.

Analysis:
This project consists of the replacement of the existing fence at the Mispah-Simmons Apartment Complex located at 2212 Mispah Avenue and 2213 Simmons Avenue in Leesburg, Florida 34748. The existing chain linked fence has significant damage and will be replaced with a commercial-grade fence.

Procurement Analysis:
The Procurement Division issued an Invitation for Bid (IFB) 241401 in accordance with Florida Statute 287.057 – Procurement of Commodities or Contractual Services that regulates the process that government entities must use to procure these services.

The City received three (3) responses to the IFB. After a thorough review of the submittals, Ballfer Service Corp. was deemed the most responsive and responsible vendor. A tabulation of the submittals is reflected below.

Vendors	Total Bid Amount
1. Ballfer Service Corp	$61,260.00
2. Tarpon Bay General Contractor dba Fence Dynamics	$128,801.00
3. Sterling Enterprises, LLC dba Perimeter Solutions Group	$149,104.83

Options:
1. Award IFB 241401 to Ballfer Service Corp. and approve the resolution authorizing execution of the Fence Replacement Services Agreement as present; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Fiscal Impact

The FY 24 budget included funds for this project. These funds will be rolled over into the current budget (FY 25). The project budget includes $59,682.00 of Community Development Block Grant (CDBG). The remaining funds will utilize available Carver Heights/Montclair CRA funds.

Account No.	017-6190-559-6310
Project No.	170001
WF No.	WF1478001/1
Requisition	56222
Budget	$107,182.00
Available	$88,412.58

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH BALLFER SERVICE CORP FOR SERVICES RELATED TO THE MISPAH SIMMONS FENCE REPLACEMENT FOR AN AMOUNT OF $61,260.00; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Ballfer Service Corp. whose address is 1517 South U.S. Highway 41 Suite 102, Ruskin, FL 33570, for Fence Replacement Services - Mispah Fence (IFB 241401).

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 28th day of October 2024.

_____
Mayor

ATTEST:

_____
City Clerk

AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made as of the 28th day of October in the year 2024, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **BALLFER SERVICE CORP.** whose address is 1517 South US Highway 41 Suite 102, Ruskin, FL 33570 (hereinafter referred to as the "CONTRACTOR").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Contract Documents.** The Contract Documents consist of:
   a. This Agreement; and
   b. Invitation to Bid (ITB) 241401 – Mispah Fence Replacement in its entirety, incorporated by reference and made a part hereof; and
   c. Addendum 1 of ITB 241401; and
   d. The CONTRACTOR'S response to ITB 241401, including additional information provided during evaluations, incorporated by reference and made a part hereof.

2. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **$61,260.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

3. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as the **MISPAH AND SIMMONS APARTMENT FENCE REPLACEMENT** (hereinafter referred to as the "Project") to the CITY as listed in the Contract Documents. Nothing herein shall limit the CITY's right to obtain bids or proposals for the services from other contractors for the same or similar work.

4. **Labor and Materials.** The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY's representative.

5. Professional License. The CONTRACTOR holds a Certified General Contractor License number CGC1533432 issued by the State of Florida. The name of the Qualifying Agent is Ricardo Rene Hernandez. CONTRACTOR must maintain this license during the full duration of this Agreement.

6. **Term of Agreement**. This Agreement shall commence upon the date of execution and shall remain in effect until such time as the contracted services have been completed, and accepted by the CITY's authorized representative, unless earlier terminated in accordance with its provisions. Those portions imposing warranty requirements on CONTRACTOR, together with any implied warranties under law, will continue to remain in effect until completion of the expressed and/or implied warranty periods.

7. **Commencement and Completion**. The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work no later than FIFTEEN (15) continuous calendar days after CITY issues a Notice to Proceed, and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Final Completion no later NINETY (90) continuous calendar days after CITY issues a Notice to Proceed, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

8. **Termination for Convenience or Cause.**

a. **For Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with SEVEN (7) calendar days advance notice in writing; delivery by email is acceptable. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written notice of termination.

b. **For Cause or Default.** If, through any cause, the CONTRACTOR should fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY will have the right to terminate this Agreement by providing a written notice (Show Cause Notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's Show Cause Notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the Show Cause Notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

In case of default by the CONTRACTOR, the CITY may procure the services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The CITY reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONTRACTOR without expense to the CITY.

In addition, in the event of default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY.

Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the CONTRACTOR has with the CITY, and debar the CONTRACTOR from doing future business with the CITY.

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

Upon receipt of a termination action, for convenience or cause, the CONTRACTOR shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the City all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the CONTRACTOR in performing this contract, whether completed or in process.

9. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

10. **Insurance Requirements.**

a. Scope of Insurance - The CONTRACTOR shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the Contract Documents.

i. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.

ii. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.

iii. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.

iv. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR's interests or liabilities, but are merely required minimums.

v. The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.

vi. All liability insurance, except professional liability, shall be written on an occurrence basis.

vii. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.

viii. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, Contract or lease.

b. Certificate of Insurance - The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, Contract or lease begins.

i. Except for workers' compensation and professional liability, the CONTRACTOR's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, Contract or lease.

ii. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.

iii. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.

iv. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.

v. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.

vi. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR's liability coverage(s).

c. Comprehensive General Liability - The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy

shall provide minimum limits of $1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent Contractors, Contractual liability covering the agreement, Contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).

i. For remodeling and construction projects, the CONTRACTOR shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY's acceptance of the project.

d. Business Automobile Liability - The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of $1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.

e. Workers' Compensation - The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee with $500,000 policy limit for disease.

11. **Waiver of Lien.** The CONTRACTOR agrees to make payment of all proper charges for labor and materials supplied and CONTRACTOR shall hold harmless the CITY against any claim arising out of any unpaid bills for labor, services, or materials furnished for the project covered by this Agreement.

12. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Agreement; or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Agreement, or through the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

If however, this Agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06, then the following shall apply in place of the aforementioned indemnification provision:

The CONTRACTOR shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to one million and 00/100 dollars ($1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

13. **Codes, Laws, and Regulations**. CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

14. **Permits, Licenses, and Fees.** CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. All permits and licenses required by law or requirements of the Request for Proposal will remain in force for the full duration of this Agreement and any extensions.

15. **Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR 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 CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

16. **Access to Records**. The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal

business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

17. **Contingent Fees Prohibited.** The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

18. **Acceptance of Goods or Services.** The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the CITY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the CITY for any contract or financial obligation.

This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

19. **Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another

PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

20. **Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

21. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

22. **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

23. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

24. **Contact Person**. The primary contact person under this Agreement for each party is listed here. Contact person and information may be updated as needed by written, electronic mail is acceptable, communication to the other party. Notifying party shall receive confirmation the other party has received the change to the Contact Person.

CONTRACTOR Contact Information
Name/Title: Joe R. Ballesteros, Vice President
Address: 1517 S US Highway 41, Suite 102
City, State & Zip: Ruskin, FL 33570
Telephone: 813-331-3323
Email Address: ballferservice@gmail.com

CITY Contact Information
Name/Title: Sandra Wilson
Telephone: 352-728-9765 ext. 1310
Email Address: Sandra.Wilson@leesburgflorida.gov

25. **Approval of Personnel**. The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this

Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

26. **Disclosure of Conflict.** The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

27. **Warranty.** The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose.

28. **Risk of Loss.** The CONTRACTOR assumes the risk of loss of damage to the CITY's property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the CITY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the CITY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

29. **Illegal Alien Labor** - CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor is in compliance with the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CONTRACTOR. Failure to meet this requirement may result in termination of the Agreement by the CITY.

30. **Counterparts.** Original signatures transmitted and received via facsimile or other

electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

31. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[*Signature page follows.*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

BALLFER SERVICE CORPORATION

By: Alvaro Campins (Oct 2, 2024 23:08 GMT+2)

Printed: Alvaro Campins

Its: Business Growth Strategist
(Title)

CITY OF LEESBURG, FLORIDA

_____
James A. Burry Jr., Mayor

ATTEST:

_____
J. Andi Purvis, City Clerk

Approved as to form:

_____
William Grant Watson, City Attorney

IFB NO. 241401 - Mispah Fence Replacement					
Item	Description	Estimated Quantity	Unit of Measure	Unit Cost	Total Cost
1	DEMOLIITION/REMOVAL OF EXISTING FENCE	1	LS	3408	$ 3,408.00
2	ALUMINUM FENCE MATERIALS (PER SPECIFICATIONS)	1	LS	29820	$ 29,820.00
3	CONCRETE AND BRICK COLUMNS (PER SPECIFICATIONS	1	LS	14400	$ 14,400.00
4	INSTALLATION OF NEW FENCE (PER SPECIFICATIONS)	1	LS	13632	$ 13,632.00
5	MOBILIZATION/SUPERVISION	1	LS	0	$ -
				TOTAL BID AMOUNT	$ 61,260.00

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.B.3.
Meeting Date:	October 28, 2024
From:	Maria Hritz, Senior Buyer
Subject:	Purchase request for twelve (12) M500- in car system with body worn camera for the Police Department's new police officers for the amount of $150,360.00 from Motorola Solutions, Inc.

Staff Recommendation:
Staff recommends awarding approval for the purchase of twelve (12) M500- in car system with body worn camera Police Department's new vehicles for the amount of $150,360.00 from Motorola Solutions, Inc.

Analysis:
The purpose of this purchase is to allocate these to new police officers.

Procurement Analysis:
The City is utilizing an existing Agreement with Motorola Solutions, Inc (WatchGuard Inc). Staff obtained a quote from Motorola Solutions.

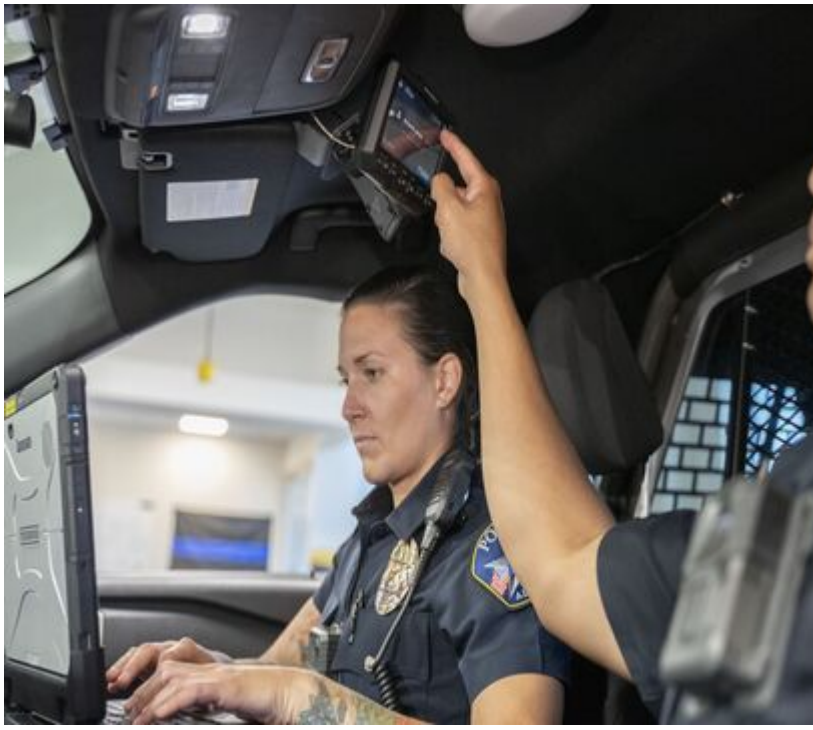
Twelve (12) M500- in car system with body worn camera at $12,530.00 each. For a total of $150,360.60.

Options:
1. Approve the purchase from Motorola Solutions, Inc for $15,0360.60; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
Funds are budgeted and available.
Requisition No. 56964

QUOTE-2711284

MOTOROLA SOLUTIONS



LEESBURG POLICE DEPT, CITY OF

M500 and V700 vaas

07/10/2024

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
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QUOTE-2711284

07/10/2024

LEESBURG POLICE DEPT, CITY OF
PO BOX 490630
LEESBURG, FL 34749

RE: Motorola Quote for M500 and V700 vaas
Dear Chris Parsons,

Motorola Solutions is pleased to present LEESBURG POLICE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide LEESBURG POLICE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Justin Dulgar at Justin.Dulgar1@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Justin Dulgar
Regional Sales Manager

Billing Address:
LEESBURG POLICE DEPT, CITY OF
PO BOX 490630
LEESBURG, FL 34749
US

Shipping Address:
LEESBURG POLICE DEPT, CITY OF
115 E MAGNOLIA ST
LEESBURG, FL 34748
US

Quote Date:07/10/2024
Expiration Date:12/20/2024
Quote Created By:
Justin Dulgar
Regional Sales Manager
Justin.Dulgar1@motorolasolutions.com
8124834183

End Customer:
LEESBURG POLICE DEPT, CITY OF
Chris Parsons

Payment Terms:10 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
	Video as a Service							
1	AAS-M5-BWC-5YR	M500 IN-CAR SYSTEM WITH BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	12	5 YEAR	$13,500.00	$12,150.00	$145,800.00	
2	WGC02002-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS VAAS	12	5 YEAR	Included	Included	Included	
3	WGB-0176AAS	VIDEO EQUIPMENT, V700 WIFI BASE FOR M500 VAAS	12		Included	Included	Included	
4	WGB-0703A	M500 ICV SYSTEM, V300 WIFI DOCK, SPS	12		Included	Included	Included	
5	WGW00502	M500 EXTENDED WARRANTY	12	5 YEAR	Included	Included	Included	

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
6	WGB-0189A	MTIK CONF KIT,802.11AC,M500POE, 5GHZANT	12		Included	Included	Included	
7	WGP01394-001	4RE/M500 RADIO ANTENNA CABLE, 17FT	12		Included	Included	Included	
8	WGP02225-130-KIT2	BRKT4RE DISP/VISTA/ CAMVR POST 2020+EXPL	12		Included	Included	Included	
9	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS	12	5 YEAR	Included	Included	Included	
10	WGB-0741A	V700 BODY WORN CAMERA FIRSTNET READY	12		Included	Included	Included	3 YEAR
11	LSV07S03512A	ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT	12	5 YEAR	Included	Included	Included	
12	SWV07S03593A	SOFTWARE ENHANCEMENTS	12	5 YEAR	Included	Included	Included	
13	WGP02798-KIT	V700 MAGNETIC MOUNT WITH BWC BOX	12		Included	Included	Included	
14	WGB-0138AAS	TRANSFER STATION, 8 SLOTS, FOR V300/V700 VAAS	1		Included	Included	Included	
15	AAS-BWC-WIF-DOC	V300/V700 WIFI CHARGE/UPLOAD DOCK - VIDEO-AS-A-SERVICE	12	5 YEAR	$300.00	$270.00	$3,240.00	
16	WGP02950	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	12		$137.50	$110.00	$1,320.00	

Grand Total $150,360.00(USD)

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Pricing Summary

		Payment Term		Upfront Sale Price
Upfront Costs*				
				$1,320.00
Upfront Subscription Fee				
	Video as a Service	Annually		$29,808.00
Sub Total:				**$31,128.00**

		Payment Term	Sale Price	Annual Sale Price
Year 2 Subscription Fee				
	Video as a Service	Annually	$29,808.00	$29,808.00
Year 3 Subscription Fee				
	Video as a Service	Annually	$29,808.00	$29,808.00
Year 4 Subscription Fee				
	Video as a Service	Annually	$29,808.00	$29,808.00
Year 5 Subscription Fee				
	Video as a Service	Annually	$29,808.00	$29,808.00
Sub Total:				**$119,232.00**
Grand Total System Price (Inclusive of Upfront and Annual Costs)				**$150,360.00**

**Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.*

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

VIDEO-AS-A-SERVICE OVERVIEW

Video-as-a-Service (VaaS) is a subscription-based solution that provides agencies with Motorola's industry-leading evidence collection and management tools. VaaS includes access to high definition camera systems and the VideoManager EL Cloud evidence management platform.

VideoManager EL Cloud automates data maintenance and facilitates administration of your department's devices in a Government cloud-based storage solution. Agencies can capture, record, store, and efficiently manage all evidentiary data with VideoManager.

In addition, the VaaS solution can be expanded with CommandCentral Evidence to provide a single, streamlined workflow in the industry's only end-to-end digital evidence management ecosystem.

When combined into a single solution, these tools enable officers in the field to easily capture, record, and upload evidence, as well as efficiently manage and share that evidentiary data. Because Video-as-a-Service requires no up-front purchase of equipment or software, it provides a simple way to quickly deploy and begin using a complete camera and evidence management solution for a per device charge, billed quarterly.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

VIDEOMANAGER EL CLOUD SOLUTION DESCRIPTION

VideoManager EL Cloud simplifies evidence management, automates data maintenance, and facilitates management of your department's devices, all in a cloud-based, off-premises storage solution.

It is compatible with V300 and VISTA body-worn cameras, as well as M500 and 4RE in-car video systems, enabling you to upload video evidence quickly and securely. It also allows live-streaming capabilities through the optional SmartControl and SmartConnect applications.

VIDEO EVIDENCE MANAGEMENT

Using VideoManager EL Cloud delivers benefits to all aspects of video evidence management. From streamlining the evidence review process to automatically maintaining your stored data, VideoManager EL Cloud makes evidence management as efficient as possible. With VideoManager EL Cloud, you minimize the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

Simplified Evidence Review

VideoManager EL Cloud makes evidence review easier by allowing users to upload evidence into cloud storage from their in-field devices. When evidence is uploaded, important information is sorted, which groups relevant evidence together. This information includes a recording's date and time, device used to capture, event ID, officer name, and event type. This allows you to view recordings of an incident that were taken from several devices simultaneously, eliminating the task of reviewing irrelevant footage during review.

Its built-in media player includes a visual display of incident data, allowing you to tag moments of interest, such as when lights, sirens, or brakes were activated during the event timeline.

Other relevant files, such as PDFs, spreadsheets, reports, third-party videos, audio recordings, pictures, and drawings, can also be grouped together and stored under a specific case entry, allowing all pertinent information to be stored together in VideoManager EL.

Easy Evidence Sharing

VideoManager EL Cloud allows you to easily share information in the evidence review or judiciary sharing process by exporting evidence data as MP4 files.

You can also find relevant evidence data using audit log filters, including criteria such as import, export, playback, download, share, and modify dates.

Automatic Data Maintenance

VideoManager EL Cloud lets you automatically organize the evidence data you store, allowing you to save time that would be spent manually managing it. It can schedule the automatic movement or purging of events on a daily, weekly, or monthly basis, based on how the user wants to configure the system.

Security groups and permissions are easily set-up in VideoManager EL Cloud, allowing you to grant individuals access to evidence on an as-needed basis.

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Integration with In-Car and Body-Worn Cameras

Officers on the road are able to automatically upload encrypted video from in-car systems and body cameras. This eliminates the need for trips to and from the station solely for uploading data into the system.

Video and audio captured by the M500, V300, 4RE and VISTA camera systems are automatically linked in VideoManager EL Cloud based on time and location. You can then utilize synchronized playback and export of video and audio from multiple devices in the same recording group, where video and audio streams can be matched together.

Optional Live Video Streaming

VideoManager EL Cloud integrates with SmartControl, an optional mobile application for Android or iOS that allows officers to complete evidence review work normally completed at their desk from their smartphone.

SmartControl also allows officers to categorize recordings using event tags, stream live video from, and change camera settings, such as adjusting field of view, brightness, and audio levels.

SmartConnect, an optional smartphone application, provides VISTA body-worn camera users with immediate in-field access to their body cameras. SmartConnect includes the ability to pair with VISTA cameras, adjust officer preferences, categorize recordings with incident IDs and case numbers, and play back recordings.

DEVICE MANAGEMENT

Agencies using VideoManager EL Cloud are able to assign users to devices, track them, and streamline shift changes. You can easily manage, configure, update firmware, and deploy in-car and body-worn cameras. Individual preference settings can be configured based on user profiles, allowing quick device transactions within a pooled device system. VideoManager EL Cloud also tracks devices and enables them to be quickly exchanged between officers during shift changes. This minimizes the amount of devices needed for your fleet.

Device Tracking

You can easily manage, configure, and deploy their in-car and body-worn cameras in VideoManager EL Cloud. Devices can be assigned to personnel within VideoManager EL Cloud and tracked, helping agencies keep track of which users have specific devices.

Faster Shift Changes

VideoManager EL Cloud’s Rapid Checkout Kiosk feature allows agencies to take advantage of a pooled camera system to utilize fewer cameras. Rapid Checkout Kiosk feature allows agencies using a pooled camera system to use fewer cameras. Cameras can be checked out at the start of a shift using an easy-to-use interface. At the end of the shift, the camera can be returned to its dock, where the video is automatically uploaded and the camera is made ready to be checked out and used for the next shift.

Devices can also be configured to remember individual preference settings for each user, including volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific officer. A variety of settings within VideoManager EL Cloud also enable you to configure devices to operate in alignment with your agency’s policies and procedures.

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1 V700 Body-Worn Camera Solution Description

The V700 body-worn camera captures clear video and audio of every encounter from the user's perspective. Its continuous- operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case-building and review. The V700 can stream live video and report real time GPS location through a built-in LTE modem, directly to the suite of CommandCentral applications.

The V700 is easy to operate, with four control buttons. Its innate Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats versus manually activating their camera.

1.1. Key Features of the V700

- **Detachable Battery** – The V700's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. Since the battery charges without being attached to the V700, the battery is kept fully charged in the dock ready for use. This feature is especially helpful for agencies that share body-worn cameras with multiple officers.
- **Wireless Uploading** – Recordings made by the V700 are uploaded to the agency's evidence management system via LTE. Upload over WiFi will be available soon. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Real-time Location and Video Streaming** – With built-in LTE connectivity, the V700 paired with CommandCentral Aware will send location updates and stream live video to a dispatch center or Real Time Crime Center (RTCC) giving the agency a complete and accurate view of their officers for better coordination and quicker response times.
- **LTE Service Ready** – The V700 is approved for use on Verizon and FirstNet networks in the U.S. and Bell Mobility in Canada. The V700 will ship with a pre-installed SIM from both carriers, ready for service activation upon arrival with a data plan that best suits the agency's needs. LTE service activation would be on the agency's carrier account. Motorola Solutions does not provide LTE service for the V700 camera.
- **Data Encryption** – The V700 uses FIPS-140-2 compliant encryption at-rest and in-transit. This ensures recordings made by the agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** – Our patented Record-After-the-Fact® technology captures footage even when the recording function is not engaged. The camera user or admin can request video footage from a specific point in the past to be uploaded to the evidence management system, hours or even days after the event occurred.
- **Natural Field of View** – The V700 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process. The V700's high quality, low light sensor captures an accurate depiction of recorded events, even in challenging lighting conditions.
- **SmartControl Application** – To maximize efficiency in the field, the Motorola Solutions SmartControl app enables V700 users to preview video recordings, add or edit tags, change camera settings and view live video from the camera. The app is available for both iOS and Android phones.
- **In-Field Tagging** – The V700 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the body-worn camera or via the SmartControl app.
- **Auto Activation** – The V700 body-worn camera(s) paired with an M500 or 4RE in-car video system(s) can form a recording group, which automatically starts recording when one of the devices begins to

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record. Each device can be configured to initiate a group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V700s can form a recording group and collaborate on recordings, without a corresponding in-car video system, using similar triggers. Group recordings are uploaded and automatically linked to the evidence management system as part of one event.

1.2. V700 and In-Car Video Integration

The V700 integrates seamlessly with the M500 or 4RE in-car video systems, capturing video of an incident from multiple vantage points. This integration includes the following features:

- **Distributed Multi-Peer Recording** – Multiple V700 body-worn cameras and in-car video systems can form a recording group and based on the configuration, automatically start recording when one of the devices begins to record. Group recordings are uploaded and automatically linked to the evidence management system as part of one incident.
- **Automatic Tag Pairing** – Recordings captured by integrated V700 body-worn cameras and in-car video systems can be uploaded to the evidence management system with the same tags. From the in-car video system's display, videos can be saved under the appropriate tag category. The tag is then automatically shared with the V700 video and uploaded as part of one incident along with the officer's name.
- **Evidence Management Software** – When V700 body-worn cameras and in-car video systems record the same incident, the Motorola Solutions evidence management software automatically links those recordings based on officer name, date, and time overlap.
- **Additional Audio Source** – The V700 can serve as an additional audio source when integrated with the in-car video system. The V700 also provides an additional view of the incident and inherits the event properties of the in-car video system's record, such as officer name, event category, and more, based on configuration.

1.3. V700 and APX Radio Integration

Motorola Solutions' APX two-way radios can pair with V700 body-worn cameras to automate video capture through Bluetooth. When the APX's emergency mode button is pressed, or the ManDown feature is activated, the V700 is triggered to start recording immediately. The recording will continue until manually stopped by the officer via the start/stop button on the V700 or group in-car video system.

1.4. Holster Aware™ Integration

The V700 integrates with a Holster Aware™ sensor through Bluetooth. If configured, the sensor automatically prompts the V700 to record the moment the holstered equipment is drawn. The holster sensor information is stored with the V700 user profile and uploaded to the evidence management system. If the user is assigned to a different camera, the hoster sensor information will be applied to the new camera. The holster sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V700.

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1.5. Docking Stations

The V700 has three docking options:

Transfer Station – The Transfer Station is built for large, multi-location agencies with large numbers of V700 cameras in service at any given time. It can charge up to eight fully assembled body-worn cameras or individual batteries. The eight docking slots include an LED indication of a battery charging and upload status. While the V700 charges, the Transfer Station can automatically offload recordings from the camera to the evidence management system via an integrated 2.5Gb switch. The Transfer Station connects directly to the LAN for fast offload of recorded events to storage, while charging the body-worn camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.

USB Base – The USB Base charges the battery of a single V700 or standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer with 12V or USB connection for power. The USB Base has LED indications for battery charging status and upload, and an ambient light sensor for optimal LED brightness control from bright sunlight to the dim interior of a patrol car. When connected to a laptop or desktop computer, the USB Base can be used to upload recordings to the evidence management system, as well as, receive firmware and configuration updates.

Wi-Fi Base – The Wi-Fi Base is mounted in a vehicle. It facilitates V700 upload of video evidence to the evidence management system, firmware updates, communication between V700 and in-car video system group devices and charges fully assembled V700s or individual battery packs. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from bright sunlight to the dim interior of a patrol car.

1.6. Mounting Solutions

V700 is compatible with the entire line of V300 mounting solutions as depicted below.

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M500 In-Car Video System

Solution Description

The M500 In-Car Video System is the first AI-enabled in-car video solution for law enforcement. It combines Motorola's powerful camera technology with our industry-leading digital evidence management software, VideoManager, to deliver high-quality digital evidence and real-time analytics.

The M500 offers the following benefits:

- Delivers exceptionally clear, evidence-grade video, from inside and outside the vehicle

  The M500 has three high-definition cameras, mounted on the front and rear windshield and in the cabin. The front camera has a 4K sensor, with an ultra high-definition recording resolution that captures both wide-angle and focused video streams. The cabin camera's infrared illumination allows backseat recording in total darkness, and a built-in microphone captures audio in the vehicle during recording.

- Works reliably, even in challenging situations

  The cameras and processor are small, rugged devices, easily and securely installed where they do not hinder any line of sight. They are tamper proof and built to withstand significant impact and severe weather conditions. Even if a vehicle is in a serious collision, the Uninterruptible Power Supply automatically kicks in to continue capturing evidence for those critical extra seconds.

- Protects video data, whether in transit or at rest

  The powerful core processor, with a 1 terabyte drive, securely stores all video footage, encrypting the data to prevent cyber threats.

- Provides users a reliable, easy-to-learn system

  Ease of use is at the heart of the M500. The interface is highly intuitive, and any feature can be accessed with no more than three touches of the control panel. Users can start a recording manually or program sensors to activate a recording when triggered – such as a siren, blue lights, vehicle speed, crash detection, wireless microphones, and more. After the recording starts and is categorized, everything is automated, including the uploading of footage to the system's evidence management software, VideoManager. There, recordings are easily managed, redacted, organized, and shared with all authorized parties, including first responders, fleet managers, investigative officers, supervisors, prosecutors, and legal teams.

- Increases efficiency

  The system's software makes it easy to search and analyze video footage, which can save countless hours for users and minimize human error.

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- Promotes trust

  By providing a clear record of incidents that occur while officers are on duty, the M500 promotes trust between public safety agents and the communities they serve.

- Integrates seamlessly with other Motorola technologies

  The M500 offers additional benefits when working in conjunction with Motorola's V700 Body-Worn Camera or L5M License Plate Recognition camera and VehicleManager.

  When used with the V700, the M500 in-car video system triggers the V700 to record at the same time. Officers can focus on the situation at hand, while the cameras – working together as a seamless system – capture synchronized recording from multiple vantage points. The footage is uploaded to and can be reviewed on the same system.

  When used with the L5M, both the LPR camera and the M500 feed their collected license plate data into Vigilant VehicleManager and display the information on a single interface. Working together, the systems increase coverage while maintaining ease of use through a shared user interface and database.

  The M500 is a reliable and comprehensive mobile video solution that will enhance safety, promote accountability, and improve efficiency. It ensures that you always have the critical information needed for smarter, faster decisions to help keep officers and the communities they serve safe.

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MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of body-worn camera(s) and/or in-car video system(s) and your digital evidence management solution. For the purpose of this SOW, the term “Motorola” may refer to our affiliates, subcontractors, or certified third-party partners. A third-party partner(s) (Motorola-certified installer) will work on Motorola’s behalf to install your in-car video system(s) (if applicable).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours based on the Customer’s time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola’s Master Customer Agreement and applicable addenda (“Contract”).

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola’s Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer’s PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

CJIS Security Policy Compliance

Motorola does not believe our Mobile Video offerings (i.e. in-car/body-worn cameras) require compliance with the FBI-CJIS Security Policy (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL

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security controls as a guide. Motorola's Mobile Video system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

Personnel Security – Background Screening

Motorola will assist the Customer with completing the CJIS Security Policy Section 5.12 Personnel Security related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring CJIS Section 5.12 Personnel Security screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

Third Party Installer

The Motorola-certified third party installer will work independently with the Customer to complete the Section 5.12 Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.

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SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. The provision and use of the subscription service is governed by the Contract.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola PM. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory if applicable.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct daily status calls with the Customer during Go-Live.

Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- Discovery validation.
- System provisioning.
- Covers the IT portion of the Project Kickoff Call with the Customer.
- Contracted data migration between two disparate digital evidence management systems (if applicable).

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System Technologist (ST)

The ST will work with the Customer's Project Team on:

- Configure Customer's digital evidence management system.
- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola's digital evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola's digital evidence management system and the Customer's third-party software (e.g. CAD).
- Work with the Customer to access required systems/data.

Application Specialist (if applicable)

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.
- Provide on-site training based on the products the Customer purchased.

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

Motorola-Certified Installer

The Motorola-certified installer is primarily responsible for installing in-car video systems (ICVs) into Customer vehicles. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include the following:

- **Required Training**
  - WTG0501 - M500 Vehicle Installation Certification (Remote) or WTG0503 - M500 Vehicle Installation Certification (Live)
    - Needs to be renewed yearly.
    - Needs to be submitted to the PM by the technician completing the installation no less than thirty (30) days prior to the installation.
  - Review of any previous Motorola Solutions Technical Notifications (MTNs).
- **Optional Training**
  - WGD00186 - M500 Installation Overview and Quick Start (NA)
    - Not required for installation. Available for the installing technician.
  - WGD00177 - M500 In-Car Video System Installation Guide
    - Not required for installation. Available for the installing technician.
  - MN010272A01 - M500 In-Car Video System Basic Service Manual

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- Not required for installation. Available for the installing technician.

Other responsibilities the Motorola-certified installer may be involved in include the installation of cellular routers or Access Points. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.

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- Assume responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

Video Management Point of Contact (POC)

The Video Manager POC will educate users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with Motorola when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.

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General Customer Responsibilities (if applicable)

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Motorola-certified installers must be certified through LXP for remote or in person installation training. The Customer is responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.

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PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

PROJECT PLANNING SESSION

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high level review of the following project elements:
  - Contract documents.
  - A summary of contracted applications and hardware as purchased.
  - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
  - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in LXP.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

Motorola Deliverables

- Project Kickoff Meeting Agenda.

PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.

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Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at the time of offer acceptance. Delay in completing the IT Questionnaire may delay shipment of equipment. Motorola will not be responsible for any delays associated with or related to the completion of the IT Questionnaire.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss vehicle equipment installation activities and responsibilities.
- Discuss the equipment inventory process (if applicable).
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purpose of deployment and maintenance).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

Motorola Responsibilities

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.

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- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no later than five (5) business days after the conclusion of the Discovery Teleconference.

Motorola Deliverables

- Completed BPR Workbook.

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PROJECT EXECUTION

HARDWARE PROCUREMENT AND INSTALLATION

Motorola will procure contracted hardware as part of the ordering process. The hardware will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference for installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location (if applicable).
- Install backend server in Customer's designated area (if applicable).
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to hardware.
- For an on-site deployment, Motorola will be responsible for verifying the body-worn camera Transfer Stations are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- The installer will be responsible for installing the Access Point(s) (APs) if provided by Motorola (if applicable).
- The ST will verify whether the AP(s) are properly installed and connected to the network (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

Customer Responsibilities (if applicable)

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection (if applicable).
- Install Customer-supplied APs (if applicable).
- Verify APs are properly installed and connected to the network (if applicable).
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

Motorola Deliverables

- Contracted Equipment.

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- Equipment Inventory (if applicable).

In-Car Video System Configuration (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) within the Customer-provided vehicle(s). The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's digital evidence management system.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of ICVs. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of ICV configurations completed. If the Customer requires the ST to complete the full contractual number of ICVs at a later date and time, additional cost may be incurred. **Table 1-1** shows the number of ICVs an ST is contractually obligated to configure and test based on the number of ICVs purchased.

Table 1-1: Number of Contractual ICV Configurations

Number of ICV Purchased	Number of ICV to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

Motorola Responsibilities

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of ICVs.
- Complete ICV configuration on a single vehicle, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed ICV hardware configurations.

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- For Motorola-certified installer, complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- The Motorola-certified installer will install Customer-provided SIM card into cellular router and connect cellular router to ICV (if applicable).
- Activities surrounding ICV (M500) interface to Automatic License Plate Recognition (ALPR) (if applicable).
  - Install Car Detector Mobile MDC Software on Customer-provided mobile data terminal (MDT) within the vehicle.
  - Configure MDC Network Card.

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for ICV hardware configuration(s).
- Make ICV hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of vehicle installation.

Motorola Deliverables

- Complete Functional Validation Plan as it applies to the proposed solution.

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If a Motorola-certified installer is not used to install the ICV(s), Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing the ICV(s) through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For ALPR installations, an MDT is required for all vehicles (if applicable).

Body Worn Camera Configuration (if applicable)

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the Customer's digital evidence management system. The table below shows the number of body-worn cameras an ST is contractually obligated to configure and test based on the number of body-worn cameras purchased.

Table 1-2: Number of Contractual Body-Worn Camera Configurations

Number of BWC Purchased	Number of BWC to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10

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Number of BWC Purchased	Number of BWC to Test
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the digital evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the digital evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked in a Transfer Station or USB dock.
- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

Automatic License Plate Recognition (ALPR) Commissioning (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an in-car video system interfaces with the Law Enforcement Archival Report Network (LEARN) database.

Motorola Responsibilities

- Create a Customer account in the LEARN system with user emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the Vigilant LEARN Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlists.

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SOFTWARE INSTALLATION AND CONFIGURATION

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- Delivery and installation of server hardware (if applicable).
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.

VideoManager EL (if applicable)

The VideoManager EL software is an on-premises solution that requires an onsite server and supports both body worn cameras and in-car video systems.

Motorola Responsibilities

- Install software on a specified number of customer workstations and/or mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager EL software.
- Test software using applicable portions of the Functional Validation Plan.
- Provide instruction on client software USB utility.

Customer Responsibilities

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola’s access will be revoked upon conclusion of the installation).
- For Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access (if applicable).
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

VideoManager ELC (if applicable)

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both body-worn cameras and in-car video systems.

Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Based on Customer feedback, perform the following activities:

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  - Create users, groups, and setup permissions.
  - Create event categories.
  - Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

CloudConnect Installation and Configuration (applicable for CommandCentral Aware purchase)

Motorola Responsibilities

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.
- Create an IPSEC tunnel.
- Provide Customer with the information for setting up the IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP for the CloudConnect Virtual Machine and the Cloud Anchor Server.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Completion Criteria

- CloudConnect Virtual Machine configuration is complete and accessible throughout the network.

CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure optimal configuration of your CommandCentral Evidence solution.

Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.

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DATA MIGRATION SERVICES (IF APPLICABLE)

The Customer is responsible for partitioning data to be converted from a legacy or on-premises digital evidence management system to an on-cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete.

Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

Customer Responsibilities

- Provide remote access to partitioned data to be migrated.
- Validate migrated dataset, and provide Motorola with feedback within ten (10) business days.

Completion Criteria

- A migrated dataset as defined in the Contract.

DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's digital evidence management system and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

- Develop and configure interface(s) to support the functionality described in the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the digital evidence management system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between digital evidence management system and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.

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SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote) depending on what is purchased. Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

ONLINE TRAINING (IF APPLICABLE)

Online training is made available to the Customer through LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During onboarding, assist the Customer with LXP usage.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.

INSTRUCTOR-LED TRAINING (ON-SITE AND REMOTE, IF APPLICABLE)

Instructor-led courses are based on products purchased and the Customer's Education Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.

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- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.

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PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

Provide Customer with survey upon closure of the project.

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ASSUMPTIONS

This SOW is based on the following list of assumptions (if applicable):

- Videomanager EL Cloud (VMELC) must be connected to the Microsoft Entra ID (formally known as Microsoft Azure Active Directory) for user authentication to the VMELC application. Microsoft Entra ID can be synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.
- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements for Hardware Devices
  - 5 Mbps + 3 Mbps per additional device.
    - This assumes it will take 8 hours to upload 5 GB of video on a device.
  - 40-50 Mbps per concurrent uploading device.
    - This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.
- If the Customer is supplying an upload server to temporarily store video, please verify the server complies with the specifications provided in the Solutions Description.
- By default, M500 ICVs and V300/V700 BWCs do not need an upload server for cloud deployments. An upload server may be required depending on how many devices are uploading concurrently and the need for the Customer to upload video evidence at a given speed.
- Upload appliance required if using 4REs or VISTA body worn cameras connected to VideoManager EL Cloud
- Cellular upload of ICVs and BWCs (if applicable) requires an Ethernet connection to an LTE modem in the vehicle.
- If the Customer is supplying a server for VideoManager EL (On-premises) solution, the Customer must verify the server is not a Domain Controller.
- VideoManager EL for on-premises cannot be installed on a server running Active Directory or Exchange applications on the Customer’s network.
- The ICVs are configured with a hidden SSID and WPA2-AES Security with a 128-bit Pre-shared Key. If another type of security is desired, the Customer will be responsible for configuring these security requirements into the ICVs. This information must be supplied through the IT Questionnaire in order for the factory to configure the correct security requirements.
- If the Customer is supplying their own Access Point, it must be 5 GHz 802.11n compatible.

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Essential Service for V700 Body Worn Camera Device (North America)

This Statement of Work ("SOW") is subject to the terms and conditions of the Motorola Solutions Service Agreement or other applicable agreement in effect between the parties ("Agreement"). The terms of this SOW are an integral part of an Agreement with the Customer to which this SOW is appended and is made a part thereof by this reference. In the event of a conflict between the terms and conditions of an Agreement and the terms and conditions of this SOW, this SOW will control the inconsistency only. This SOW applies to the Device(s) specifically named in the Agreement.

1.1. Description of Services and Obligations

The term "Customer" refers to any end-user who has a purchase agreement with Motorola Solutions.

Essential Service provides either three (3) or five (5) years of coverage, as selected by the Customer, and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements
- Hardware Repair for manufacturing defects

Motorola Solutions includes three (3) years of Essential Service with each Body Worn Camera (BWC) device purchase, with optional service upgrades to extend and/or provide additional coverage for the device.

1.2. Essential Service

1.2.1. Remote Technical Support

Remote Technical Support is provided for device issues related to software and/or hardware that require troubleshooting expertise. Motorola Solutions' System Support Center (SSC) and Technical Support Operations (TSO) center are staffed with highly trained technologists who specialize in the diagnosis and resolution of product issues. Motorola Solutions' SSC and TSO are continuously monitored against stringent, industry recognized incident and problem management processes.

Motorola Solutions will respond to calls, e-mails, and web portal submissions during normal support hours, five (5) business days per week, excluding holidays, and weekends. In addition, Customers may contact the Motorola Service Desk and a Motorola Solutions representative will log a technical request on Motorola Solutions' Case Management System.

1.2.1.1 Technical Problem Isolation, Analysis and Resolution.

A Motorola Solutions representative or technologists will:

- Work to isolate the problem/issue
- Analyze and determine the cause of the problem/issue
- Work to achieve problem/issue resolution

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1.2.2. Software Maintenance

Software maintenance is important for ensuring device performance and operation. Essential Service provides the Customer with access to the latest available Body Worn Camera (BWC) device operating system (OS) software, device firmware, and application software. Device software releases maintain the device software performance such that the Device operates in accordance with its specifications and documented functionality, and is aligned with the applicable Motorola Solutions infrastructure platform lifecycle. Each release may include bug fixes, security patches, and/or new feature activation enablements.

Configuration of the Body Worn Camera (BWC) device is made possible through the use of the VideoManager EL On-Premise, or VideoManager EL Cloud, solution.

Access to software updates will remain available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial Essential Service term, availability of software updates will terminate, unless the Customer renews Essential Service.

1.2.3. Software Enhancements

Software Enhancements are included with all BWC devices that have a valid Essential Service Package. Software Enhancements may include, or introduce, new device features, functionality, or capabilities, that were not available at time of device purchase. Availability of software enhancements depends on the device hardware and software capability to work with the new enhancements. Certain enhancements, not included with Essential Service Packages, may only be available as an additional purchase.

Motorola Solutions, at its discretion, reserves the right to add new software enhancements, or remove existing software enhancements, from any of its Essential Service Package. Please contact your Motorola Solutions Sales associate, or visit the Motorola Solutions' Web portal, for additional information regarding device features and capabilities.

Software Enhancements for the device will be continuously available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial term of Essential Service, availability of Software Enhancements will terminate, unless the Customer renews Essential Service.

1.2.4. Device Hardware Repair

Essential Service provides the Customer with repair services at a Motorola Solutions owned and operated, supervised, or certified Repair Center that employs the latest test equipment and original or certified replacement components used in the manufacturing of the BWC device. Device Hardware Repair provides the Customer with repair services for internal and external device components that are damaged as a result of manufacturing defects and defects due to normal wear and tear. With this Service, the device is repaired to ensure full compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device via:

- Repairs, adjustments and restorations, if appropriate, of any device that malfunctions while being used within the operational and environmental parameters specified by Motorola Solutions.
- Device updates, if applicable, as may be released, from time to time, by Motorola Solutions in accordance with an Engineering Change Notice.

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At the discretion of Motorola Solutions, if the device is considered “un-repairable”, for technical or economic reasons, Motorola will replace the device with a new or refurbished device.

1.2.5. Essential Software Service

If for any reason the Customer declines or chooses to exclude the hardware repair option that is included with the three (3) year Essential Service Package, the Customer will automatically default to, and be entitled to, three (3) years of Essential Software Service and one (1) year of hardware repair against manufacturing defects, as covered by the standard product warranty.

Essential Software Service provides three (3) years of coverage and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements

1.2.6. Scope of Products or Services included

Essential Service, and optional Service upgrades, are currently available for all V700 Body Worn Camera devices. Check with your Motorola Solutions’ Sales representative if you have a question about the eligibility of your device.

1.3. Motorola Solutions Responsibilities

Software Release Availability. Motorola Solutions will provide access to the latest BWC device software and firmware releases via the VideoManager EL On-Premise, or VideoManager EL Cloud, solution. For customers using the VideoManager EL Cloud, software and firmware upgrades will occur automatically when the Body Worn Camera device connects to the agency’s VideoManager EL Cloud instance. If using the VideoManger EL On-Premise solution, the on-prem server will periodically connect to the VideoManager EL Cloud database to check for new software and firmware versions, download the latest version, and apply the new software and/or firmware automatically to the BWC device when it connects to the server.

Software Release Notes. Motorola Solutions may, from time to time, provide release notes for the BWC Device software release. Information regarding training material will be posted on the Learning Experience Portal (LXP) at https://learning.motorolasolutions.com

Hardware Repair. Motorola Solutions will provide repair or replacement of a device, at its option, with a five (5) business day in-house turnaround time, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Business days do not include holidays or weekends. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions’ option, with functionally equivalent, reconditioned parts, boards, or with a new or refurbished replacement device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

LTE/4G Service. Motorola Solutions supports the operation of the V700 BWC device on multiple approved LTE/4G Carrier Networks. Based on the Customer’s selection of a Carrier during the initial ordering process,

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Motorola Solutions will install, in the device, the Customer's selected Carrier SIM, before the device is shipped to the Customer. The Customer is responsible for contacting the Carrier and activating the LTE/4G data service.

Shipping. For devices repaired under Essential Service, Motorola Solutions will provide one-way shipping, from an Authorized Motorola Repair Center to the Customer. The Customer is responsible for the shipping method and any shipping costs incurred when returning the faulty device to an Authorized Motorola Solutions repair center. Based on the country of purchase, Motorola Solutions may also cover, or include, two-way shipping for the damaged or defective device. Eligibility for two-way shipping will be confirmed during the repair submission process.

1.4. Customer Responsibilities

Serial Numbers. If device orders are submitted via Motorola Solutions' Partner Hub, OCC, or CPQ ordering systems, the hardware serial number(s) for three (3) year Essential Service and Essential Software, as well as five (5) year Essential Service, and three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement, will be automatically captured and included in the Service Agreement.

If five (5) year Essential Service or three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

Initiating Repair. When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

Device software releases. The Customer will be responsible for updating each eligible BWC device with the latest available software and/or firmware, and of advising users of any operational changes that may have been introduced as a result of the new software or firmware.

LTE/4G Service. The Customer is responsible for selecting a Motorola Solutions approved LTE/4G Carrier/Provider during the initial ordering process, and for contacting the Carrier and activating LTE service for the device. The Customer is solely responsible for all financial obligations with the selected LTE Carrier.

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WiFi Connectivity. The Customer is responsible for providing all WiFi connectivity to the device.

Removing Customer Data. The Customer is responsible for removing, from the device, any data, video, or other information that the Customer wishes to retain or destroy, prior to sending the device to a Motorola Solutions Repair Center for repair.

Motorola Solutions may provide a Video Evidence Recovery Service for the BWC device, as an additional charge. Video Evidence Recovery is a best effort service that is dependent on the condition of the device. This service, if applicable, will have a separated Agreement, with Terms and Conditions, outside the scope of this Statement of Work (SOW). Please contact your Motorola Solutions Representative for more information regarding the Video Evidence Recovery Service.

1.5. Essential Service Limitations and Restrictions

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, mounts, or clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repaired by a third party.
- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases, except as provided for under the responsibilities outlined in this document.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, unless the Customer has purchased the optional Essential Service with Accidental Damage and Advanced Replacement package.
- Cosmetic imperfections that do not affect the functionality of the device.

Where a Body Worn Camera device is submitted for repair that is outside the scope of Service, such repair may be quoted by Motorola Solutions for additional cost in accordance with Motorola Solutions' standard Time and Materials (T&M) rates and terms and conditions. Motorola Solutions will notify the Customer of any incremental charges related to the aforementioned exclusions prior to completing the repair and said repair will be subject to acceptance of the quotation by the Customer.

Software support for unauthorized modifications, or other misuse of the device software, is not covered under this Agreement.

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Access to the software and firmware releases for updating the device under this SOW is available only for the device named in the Agreement. Software updates to any additional devices are expressly excluded and prohibited. Notwithstanding the foregoing, Motorola Solutions may, at its sole discretion, include coverage for other devices.

Any implementation tools not required to support the device software and firmware updates are excluded from coverage.

1.6. Motorola Solutions is not obligated to provide support for any Device:

- That has been repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- That has been subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If Customer fails to comply with the obligations contained in the product purchase agreement and/or the applicable software license agreement and/or Motorola Solutions terms and conditions of service.

1.7. Essential Service with Accidental Damage Repair and Advanced Replacement

1.7.1. Description of Services and Obligations

Accidental Damage coverage is an optional, prepaid service that adds coverage for accidentally damaged BWC devices. Accidental Damage coverage must be purchased together with, or within 90 days of, a qualifying Motorola Solutions device purchase. This three (3) or five (5) year service offer reduces unexpected expenses related to the repair of the device. Accidental Damage and Advanced Replacement coverage includes all services provided under Essential Service, plus additional coverage for Accidental Damage and Advanced Replacement of the damaged device.

Examples of repairs covered under Accidental Damage include:

- Electrical repair for failures caused by accidental water or chemical damage
- Electrical repair for accidental internal damage
- Replacement of accidentally cracked or broken housings.
- Replacement of accidentally cracked or broken camera lens or displays.
- Replacement of accidentally cracked or broken or missing buttons, knobs, or keypads

Repair or Replacement. Motorola Solutions will provide repair or replacement of a BWC device, at its option, with a five (5) business day in-house turnaround time, excluding weekends and holidays, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions option, with functionally equivalent, reconditioned parts, boards, or with a new replacement or refurbished device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

Serial Numbers. If the Accidental Damage Service is purchased with the device, in the same order, using Motorola Solutions' Partner Hub Portal, OCc, or CPQ when ordering, the hardware serial number(s) are

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automatically captured and included in the Service Agreement. If Accidental Damage Service is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

Initiating Repair. When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

Advanced Replacement. Under Accidental Damage and Advanced Replacement Service, Motorola Solutions will provide Advanced Replacement for the damaged device. Motorola Solutions will ship a new or refurbished replacement device to the Customer within two (2) business days of receiving the Customer repair request, subject to availability of replacement devices. Business days do not include weekends or holidays.

The Customer must return the defective or damaged device to a Motorola Solutions Repair Center within 60 days after receiving the replacement device. Failure to return the damaged device to Motorola Solutions will result in an additional Customer charge for the replacement device.

When returning a device for Advanced Replacement, device accessories should not be included. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.

Motorola Solutions is not responsible for any accessories that are shipped with the device.

1.8. Accidental Damage and Advanced Replacement Limitations and Restrictions

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, chargers, charging stations, mounts, and clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repair by a third party.

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- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases except as provided for under the responsibilities outlined in this document.

There is a maximum limit of one (1) Body Worn Camera device repair, per contract year, for Essential Service with Accidental Damage and Advanced Replacement.

Where ongoing “Accidental Damage” repair is deemed by Motorola Solutions to be excessive, systemic, or the result of device mishandling, the Customer may be subject to an additional charge. Should the accidental damage continue unabated, the Customer will incur repair charges at Motorola Solutions’ discretion and prevailing charges for devices deemed by Motorola Solutions to have been damaged through improper handling, carelessness or reckless use.

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City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.B.4.
Meeting Date:	October 28, 2024
From:	Cliff Kelsey, (Public Works Director)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with TFR Enterprises, Inc. for Hurricane Milton Vegetative Debris Grinding; and providing an effective date.

Staff Recommendation:
Staff recommends approving an Agreement with TFR Enterprises, Inc. for Hurricane Milton Vegetative Debris Grinding for a Not to Exceed (NTE) amount of $90,000.

Analysis:
The vegetative debris collected from Hurricane Milton is being staged at the closed Leesburg Landfill. The landfill has been filling up fast due to the large amount of debris being collected by both TRF Enterprises, Inc., our contracted debris hauler, and City resources. In order to make room for additional debris the City has to reduce the footprint of the collected debris by either burning the debris or grinding the debris. Since the vegetative debris is rather green and due to the close proximity of Leesburg Elementary School, grinding would be the preferred method of reduction. Additionally, the reduction of vegetative debris is eligible for FEMA reimbursement.

Procurement Analysis:
The City of Leesburg has an existing Fixed Unit Price Agreement for Contract Services with TFR Enterprises, Inc.

Options:
1. Approve the Agreement with TFR Enterprises, Inc. for Hurricane Milton Vegetative Debris Grinding; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
Funds for this agreement are available in Account # 04651445343410 and are eligible for FEMA reimbursement.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH TFR ENTERPRISES, INC. FOR HURRICANE MILTON VEGETATIVE DEBRIS GRINDING; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with TFR Enterprises, Inc., whose address is 601 Leander Drive, Leander, Texas, 78641 for Hurricane Milton Vegetative Debris Grinding.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 28th day of October 2024.

_____
Mayor

ATTEST:

_____
City Clerk

FIXED UNIT PRICE AGREEMENT
FOR CONTRACTOR SERVICES

THIS AGREEMENT is made as of the 26th day of November in the year 2018, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **TFR ENTERPRISES, INC.** whose address is 601 Leander Drive, Leander, Texas 78641 (hereinafter referred to as the "CONTRACTOR").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Contract Documents.** The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.
   a. This Agreement; and
   b. Invitation for Bid (IFB) package 180462 – Emergency Debris Collection and Management Services in its entirety; and
   c. The CONTRACTOR'S response to IFB 180462 made electronically on August 30, 2018; and
   d. The Supplemental Conditions titled "Required Federal Compliance Regulations" included herein as EXHIBIT 'A'

2. **Services.** The CONTRACTOR shall provide Emergency Debris Collection and Management Services to the CITY as listed in Invitation for Bid 180462 as described in EXHIBIT 'B'. The unit costs of the service shall not exceed those stated in EXHIBIT 'B' except where the cost adjustment clause has been exercised following the initial Performance Period. Nothing herein shall limit the CITY'S right to obtain proposals or services from other contractors for same or similar work.

3. **Labor and Materials.** The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY's representative.

4. **Initial Term of Agreement.** The initial term of the Agreement shall commence on the date stated in the preamble to this Agreement and be effective through **December 31, 2021**.

5. **Renewal.** The CITY may renew the Agreement for an additional term or terms not to exceed a total of three (3) additional years, if mutually agreed upon by the CONTRACTOR and the CITY.

6. **Payment**. All invoices shall contain the purchase order number, date and location of services provided quantity of services, CITY pay item number, item description and confirmation of acceptance of the services by the appropriate CITY representative. Failure to submit invoices in the prescribed manner will delay payment. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

7. **Firm Fixed Price Period.** All pricing will be firm and fixed through September 30, 2021. Following the initial performance period the CONTRACTOR may request a price adjustment as provided for in the Cost Adjustments section.

8. **Successive Year Cost Adjustments.** Prices shall remain firm during the initial year of the contract; price escalation may be allowed only in accordance with the following provision.

a. **Cost Adjustments.** The cost for all items as contained herein shall remain firm for the first year of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases cannot exceed 5% per year. Any requested cost increase will be fully documented and submitted to the CITY at least ninety (60) days prior to the end of the then-current term, December 31st. Any approved cost adjustments shall become effective upon the anniversary date of the contract. The CITY may, after examination, refuse to accept the requested Cost Adjustment if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the requested Cost Adjustment and the matter cannot be resolved to the satisfaction of the CITY either Party, the contract can be cancelled by the CITY upon giving thirty (30) days written notice to the Contractor.

9. **Termination of Agreement**

a. **For Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with FIFTEEN (15) calendar days advance notice in writing. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.

b. **For Default.** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (show cause notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY' show clause notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the show cause notice. Should

the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined. In case of default by the CONTRACTOR, the CITY may procure the services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The CITY reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONTRACTOR without expense to the CITY. In addition, in the event of default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY. Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the CONTRACTOR has with the CITY, and debar the CONTRACTOR from doing future business with the CITY. The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

10. **Insurance.** The CONTRACTOR will maintain throughout this Agreement the following insurance:

a. The original of each such policy of insurance, or a complete duplicate, shall be delivered to the CITY by CONTRACTOR prior to starting work, together with evidence that the premiums have been paid.
b. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."

c. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
d. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
e. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR'S interests or liabilities, but are merely required minimums.
f. All liability insurance, except professional liability, shall be written on an occurrence basis.
g. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
h. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
i. Except for works' compensation and professional liability, the CONTRACTOR'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.
j. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

   City of Leesburg
   Attention: Mike Thornton, Purchasing Manager
   P.O. Box 490630
   Leesburg, Florida 34749-0630
k. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
l. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
m. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
n. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR'S liability coverage(s).

11. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Agreement; or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers,

agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Agreement, or through the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

12. **Codes, Laws, and Regulations.** CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

13. **Licenses, and Fees.** CONTRACTOR will obtain and pay for all licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. All licenses required by law or requirements of the Invitation to Bid will remain in force for the full duration of this Agreement and any extensions.

14. **Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 1 1 9, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR 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 CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

15. **Access to Records.** The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

16. **Contingent Fees Prohibited.** The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

17. **Acceptance of Goods or Services.** The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the CITY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the CITY for any contract or financial obligation.

This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

18. **Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

19. **Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

20. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

21. **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

22. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

23. **Contact Person.** The primary contact person under this Agreement for each party is listed here. Contact person and information may be updated as needed by written, electronic mail is acceptable, communication to the other party. Notifying party shall receive confirmation the other party has received the change to the Contact Person.

CONTRACTOR Contact Information

Name/Title:	Tiffany Jean, Contract Administrator
Address:	601 Leander Drive
City, State & Zip:	Leander, Texas 78641
Telephone:	512-565-0710
Email Address:	tiffany@tfrinc.com

CITY Contact Information

Name/Title:	Neil Gaines, Deputy Director of Public Works
Telephone:	352-728-9786 Mobile: 352-571-0989
Email Address:	Neil.Gaines@leesburgflorida.gov

24. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

25. **Disclosure of Conflict.** The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

26. **Risk of Loss.** The CONTRACTOR assumes the risk of loss of damage to the CITY's property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the CITY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the CITY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

27. **Guaranty of Faithful Performance and Payment.** Within three (3) calendar days after commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the CONTRACTOR shall supply to the CITY and keep in force a payment and performance bond in the amount of **Five Hundred Thousand Dollars ($500,000.00).**

Performance and Payment Bonds, written by a Surety firm satisfactory to the City of Leesburg on forms acceptable to the CITY which comply with Section 255.05(1), Florida Statutes, will be required of the successful Bidder to guarantee that he will deliver a complete project under task orders issued under this Agreement in strict accordance with the Agreement Documents and that he will pay promptly all persons supplying him with labor or materials for the work.

The bonds shall be written by a qualified Surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida and Lake County and meet the following requirements:

a. The Surety must be rated as "A" or better as to strength by Best's Insurance Guide, published by Alfred M. Best Company, Inc., 75 Fulton Street, New York, New York.
b. Bonding Limit. Any One Risk: The Bonding Limit of the Surety shall not exceed ten (10) percent of the policy-holders surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide. The completed Bonds shall be executed in four (4) counterparts and delivered to the City of Leesburg with the required Power-of-Attorney and executed Agreement.

28. **Illegal Alien Labor.** CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor is in compliance with the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CONTRACTOR. Failure to meet this requirement may result in termination of the Agreement by the CITY.

29. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

30. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[*Signature page follows.*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

THE CITY OF LEESBURG, FLORIDA

By: _____
H.D. Robuck, III, Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

TFR ENTERPRISES, INC.

eSigned via SeamlessDocs.com
Tipton F. Rowland
Key: 08bb8ec7dc174e2c35a9e53c957d7300

By: _____

Printed: Tipton F. Rowland

Its: CEO
(Title)

EXHIBIT 'A'

REQUIRED FEDERAL COMPLIANCE REGULATIONS FOR EMERGENCY RELIEF PROGRAM DEBRIS REMOVAL MONITIORING AGREEMENTS

Federal regulations apply to all City of Leesburg contracts using Federal funds as a source for the solicitation of goods and services. Respondents shall not take exception to any part of these regulations. Doing so shall result in rejection of their response. Contract awardees must comply with the following Federal requirements:

1. **ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL**
   The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

2. **AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**
   The Contractor shall ensure compliance with all requirements imposed by ADA, and regulations of the federal government issued there under.

3. **CLEAN AIR AND WATER ACTS**
   The Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub grants of amounts in excess of $100,000).

4. **CONTRACT WORK HOURS AND SAFETY STANDARDS**
   The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and sub grantees in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers).

5. **CONVICT LABOR**
   Ensure compliance with the Convict Labor prohibition in 23 U.S.C. 114 whereby Convict Labor cannot be used in Emergency Relief Programs subject to FHWA funding.

6. **COPELAND ANTI-KICKBACK ACT**
   The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub grants for construction or repair).

7. COPYRIGHTS

The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support, by grant number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

8. DISADVANTAGED BUSINESS ENTERPRISES (DBE) CONTRACTORS

The contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 C.F.R., Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.

9. ENERGY POLICY AND CONSERVATION ACT

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

10. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall ensure compliance with all requirements of Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60) and orders of the U.S. Secretary of Labor and imposed pursuant to 23 U.S.C. 140.

11. SUSPENDED AND DEBARRED CONTRACTORS

FHWA and FEMA prohibit contracts with debarred contractors. Recipients of Federal funds are prohibited from doing business with contractors who have been suspended or debarred. Contractors debarred, suspended, or proposed for debarment are excluded from receiving contracts, and agencies shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors. Contractor awardees shall ensure they solicit offers from, award contracts to, and consent to subcontracts with responsible contractors only.

12. REPORTING

Reports Submission: Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) Financial performance or Progress Report; (2) Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable); (3) Final request for payment (SF-270) (if applicable); (4) Invention disclosure (if applicable); and (5) Federally-owned property report.

Reports Acceptance: FEMA shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee's and FEMA's records, and close out the grant in writing.

13. RETENTION OF ALL RECORDS

The Contractor is required to retain all records for seven (7) years after grantees or sub grantees make final payments and all other pending matters are closed.

[END OF EXHIBIT 'A']

EXHIBIT 'B'

CORE ITEMS PRICE LIST - UNIT RATE PRICE SCHEDULE

#	ITEM DESCRIPTION	UNIT	UNIT PRICE
1	Mobilization and Demobilization	Lump Sum (LS)	$ 500.00
2	Management of TDSRS	Cubic Yard	$ 0.10
3	Vegetative Debris Removal from ROW (0-15 Miles)	Cubic Yard	$ 6.75
4	Vegetative Debris Removal from Roadway (0-15 Miles)	Cubic Yard	$ 6.75
5	Personal Property Debris Removal (0-15 Miles)	Cubic Yard	$ 7.40
6	Removal of Eligible Hazardous Trees: 6-inch to 12.99-inch diameter.	Each	$ 210.00
7	Removal of Eligible Hazardous Trees: 13-inch to 24.99-inch diameter.	Each	$ 360.00
8	Removal of Eligible Hazardous Trees: 25-inch to 36.99 inch diameter.	Each	$ 575.00
9	Removal of Eligible Hazardous Trees: 37-inch to 48.99-inch diameter.	Each	$ 690.00
10	Removal of Eligible Hazardous Trees: 49-inch and larger diameter.	Each	$ 765.00
11	Removal of Eligible Hazardous Limbs (More than 2-inches in diameter)	Each	$ 195.00
12	Eligible ROW Non-Refrigerant White Goods Removal	Each	$ 30.00
13	Eligible Refrigerant ROW White Goods Removal	Each	$ 40.00
14	Eligible E Removal	Each	$ 10.00

ADDITIONAL ITEMS PRICE LIST - UNIT RATE PRICE SCHEDULE

#	ITEM DESCRIPTION	UNIT	UNIT PRICE
1	Removal of Eligible Hazardous Stumps: 24-inch to 35.99-inch diameter.	Each	$ 400.00
2	Removal of Eligible Hazardous Stumps: 36-inch to 47.99-inch diameter.	Each	$ 600.00
3	Removal of Eligible Hazardous Stumps: 48-inch to 59.99-inch diameter.	Each	$ 800.00
4	Removal of Eligible Hazardous Stumps: 60-inch to 71.99-inch diameter.	Each	$ 900.00
5	Removal of Eligible Hazardous Stumps: 72-inch and larger diameter.	Each	$ 950.00
6	Eligible Household Hazardous Waste Removal, Transport and Disposal.	Pound (lbs.)	$ 3.00
7	Eligible Abandoned Vehicle Removal	Each	$ 400.00
8	Eligible Dead Animals	Each	$ 100.00
9	Reduction of Debris at TDSRS (Work consists of reducing debris by grinding).	Cubic Yard	$ 2.90
10	Reduction of Debris at TDSRS (Work consists of reducing debris by open burning).	Cubic Yard	$ 1.35
11	Reduction of Debris at TDSRS (Work consists of reducing debris by air curtain incineration).	Cubic Yard	$ 2.10
12	LABOR: Administrative Assistant	Hour	$ 50.00
13	LABOR: Bonded and Certified Security Personnel	Hour	$ 50.00
14	LABOR: Clerical/Individual	Hour	$ 50.00
15	LABOR: Crew Foreman with Cell Phone and Truck	Hour	$ 60.00
16	LABOR: Hazardous Materials Removal and Disposal Worker with Gear	Hour	$ 55.00
17	LABOR: Inspector with Vehicle	Hour	$ 50.00
18	LABOR: Laborer with Small Tools	Hour	$ 50.00
19	LABOR: Mechanic with Truck and Tools	Hour	$ 75.00
20	LABOR: Operator with Chainsaw	Hour	$ 60.00
21	LABOR: Operations Manager with Cell Phone and Truck	Hour	$ 60.00

EXHIBIT 'B'

ADDITIONAL ITEMS PRICE LIST - UNIT RATE PRICE SCHEDULE (Continued)

#	ITEM DESCRIPTION	UNIT	PRICE
22	LABOR: Superintendent with Truck	Hour	$ 60.00
23	LABOR: Survey Person with Truck	Hour	$ 60.00
24	LABOR: Traffic Control Personnel or Flag Person	Hour	$ 50.00
25	LABOR: Tree Climber with Chainsaw and Gear	Hour	$ 90.00
26	LABOR: Ticket Writers/Individuals	Hour	$ 50.00
27	LABOR: Wheel Loader, 2.5-cubic yard, with Operator, Foreman with support vehicle and small equipment, Laborer with chainsaw and (2) laborers with small tools.	Hour	$ 375.00
28	EQUIPMENT: Vactor/Vacuum Truck 3,500 gallon with Operator(s)	Hourly	$ 400.00
29	Demolish/Dispose of Predominately Wood Frame Structure NOT on concrete slab	Square Foot	$ 9.75
30	Demolish/Dispose of Predominately Wood Frame Structure on concrete slab	Square Foot	$ 9.75
31	Demolish/Dispose of Predominately Concrete Block Structure assumes Concrete Slab	Square Foot	$ 9.75
32	Demolish/Dispose of Predominately Metal/Steel Structure	Square Foot	$ 8.75
33	Demolish and Remove Wood Fencing	Linear Foot	$ 7.75
34	Demolish and Remove Metal Fencing to include Chain Link	Linear Foot	$ 6.75

RESOLUTION NO. 10,310

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A FIXED UNIT PRICE AGREEMENT WITH TFR ENTERPRISES, INC. AS A PRIMARY CONTRACTOR FOR EMERGENCY DEBRIS COLLECTION AND MANAGEMENT SERVICES; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with TFR ENTERPRISES, INC. whose address is 601 Leander Drive, Leander, Texas 78641 (email: tiffanyw@tfrinc.com) for Emergency Debris Collection and Management Services pursuant to RFP 180462.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 26th day of November 2018.

H.D. Robuck, III, Mayor

ATTEST:

City Clerk

AGENDA MEMORANDUM

Item No: 4.B.1.

Meeting Date: November 26, 2018

From: Mike Thornton, CPPO – Purchasing Manager for
DC Maudlin, Director of Public Works

Subject: Resolutions authorizing execution of a primary and secondary agreement with the named companies for Emergency Debris Collection and Management Services.

Staff Recommendation:
Staff recommends award of Request for Proposals (RFP) 180462 and approval of two resolutions authorizing execution of an agreement with TFR Enterprises, Inc as the primary contractor and DRC Emergency Services, LLC as the secondary Contractor.

Analysis:
As a Florida municipality, the City is susceptible to emergency events such as hurricanes, tropical storms and tornadoes. All of these events can cause significant property damage and create a significant amount of debris. The City is responsible for the removal and clean-up of debris on City property and City right-of-way (ROW). The City has also executed Inter-local Agreements with the County, State and Federal Governments to act as first push responders for debris on roadways falling under the jurisdiction of the listed governments.

Provided the event is a declared event, the City is eligible to receive reimbursement for qualifying costs associated with removal, clean-up and disposal of the debris. The City must bear the costs upfront and apply for reimbursement from the Federal Emergency Management Administration (FEMA) or the U.S. Department of Transportation, Federal Highway Administration (FHWA).

One of the requirements for incurred costs to be eligible for reimbursement is the City must have competitively bid the debris removal services and have contracts in place for those services in advance of the eligible event.

Procurement Analysis:
The Purchasing Division issued Request for Proposals (RFP) on August 2, 2018. Staff advertised in newspapers and directly notified known companies to participate through Negometrix.com. On August 30, 2018, the Purchasing Division received responses from nine (9) companies. During Purchasing's evaluation, one company was deemed non-responsible for not supplying pricing on all items which would include a majority of the services required for contract.

The City's evaluation committee selected TFR Enterprises, Inc. as the primary contractor and DRC Emergency Services, LLC for secondary contractor for emergency debris collection and

management services based on their excellent qualifications, pre-storm mobilization plan, and favorable pricing. The full ranking of all firms is provided here.

Summary of Bids

#	CONTRACTOR NAME	LOCATION (Corporate Office)	TOTAL BID PRICE	QUALITY SCORE
1	**TFR Enterprises**	**Leander, TX**	**$243,575.00**	**88.69%**
2	**DRC Emergency Services, LLC**	**West Palm Beach, FL**	**$282,950.00**	**85.75%**
3	Ceres Environmental Services, Inc.	Sarasota, FL	$301,548.80	87.75%
4	KDF	Springville, AL	$303,065.00	80.38%
5	Custom Tree Care, Inc.	Topeka, KS	$229,375.00	58.38%
6	Aftermath Disaster Recovery, Inc.	Prosper, TX	$315,950.00	75.38%
7	Grubbs Emergency Service, LLC	Aripeka, FL	$313,150.00	73.13%
8	Facility Services Management, Inc.	Clarksville, TN	$681,745.00	54.38%

Local Vendor Preference (LVP) was not applicable in this procurement as federally funded or reimbursable contract do not allow geographic preference be applied to evaluation.

Options:

1. Approve the resolution authorizing execution of each of the agreements with the respective contracts; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

No expenses are associated with this item unless the contractor(s) are mobilized in response to a declared event. All costs would be borne by the City and reimbursement requests would be submitted for qualifying expenses. Reimbursement is not guaranteed.

Submission Date and Time: 11/20/2018 3:25 PM

Department:	Public Works	**Reviewed By**		Account No.:	N/A
Prepared by:	Lisa Wolfkill	Department Head:	**DCM**	Project No.:	N/A
Attachments:	X Yes ___ No	Finance Department:		WF/Job No.:	N/A
Advertised:	X Yes ___ Not Required	Deputy City Manager:		Req. No.:	N/A
Dates:	July 22, 2018	**Submitted by:**		Budget:	
Attorney Review:	___ Yes ___ No	City Manager:		Available:	

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.B.5.
Meeting Date:	October 28, 2024
From:	Cliff Kelsey, (Public Works Director)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with Missing Link Mitigation Preserve, LLC. for 0.12 Dual Freshwater Forested and .4 Dual Herbaceous wetland mitigation credits for the Susan Street Sports Complex Project; and providing an effective date.

Staff Recommendation:
Staff recommends executing an Agreement with Missing Link Mitigation Preserve, LLC. for 0.12 Dual Freshwater Forested and .4 Dual Herbaceous wetland mitigation credits for the Susan Street Sports Complex Project.

Analysis:
In order to develop the Susan Street Sports Complex in accordance with the selected design, wetland mitigation is required. The project will eliminate established wetlands on the project site which can be mitigated by purchasing wetland mitigation credits in an established wetland mitigation bank within the same drainage basin. Missing Link has the only available mitigation bank within the Southern Ocklawaha/Palatakahaha Basin.

Procurement Analysis:
In accordance with state statute F.S 373.4136 Establishment and Operation of Mitigation Banks and the fact that Missing Link has the only available credits within the Southern Ocklawaha/Palatakahaha Basin, Sole Source Procurement is justified.

Options:
1. Execute the Agreement with Missing Link Mitigation Preserve, LLC. for 0.12 Dual Freshwater Forested and .4 Dual Herbaceous wetland mitigation credits; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
The cost of executing this agreement is $140,400.

Funds are available in:
Acct # 03181255723110

Project # ARPACT
WF# 1471073/1

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH MISSING LINK MITIGATION PRESERVE, LLC. FOR 0.12 DUAL FRESHWATER FORESTED AND .4 DUAL HERBACEOUS WETLAND MITIGATION CREDITS FOR THE SUSAN STREET SPORTS COMPLEX PROJECT; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Missing Link Mitigation Preserve, LLC., whose address is 15315 Indian Head Drive, Tampa, Florida 33618, for wetland mitigation credits for the Susan Street Sports Complex Project.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 28th day of October 2024.

_____
Mayor

ATTEST:

_____
City Clerk

Missing Link Mitigation Preserve, LLC
15315 Indian Head Drive
Tampa, FL 33618
(813) 264-4324

INVOICE

Missing Link Mitigation Bank

DATE	**10/7/2024**
INVOICE	**336-1-133s**
PO	
DUE DATE	**10/22/2024**
CURRENT DUE	**$21,060.00**

PROJECT
Susan Street Sports Complex

BILL TO

City of Leesburg
550 S 14th Street
Leesburgh, Florida 34748

c/o AParker@Halff.com, Steffen@Halff.com

INSTRUCTIONS

Please pay via wire transfer or check.

Thank you!

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
0.12	Dual Palustine Forested Credits	$ 270,000.00	$ 32,400.00
0.4	Dual Palustine Emergent Credits	$ 270,000.00	$ 108,000.00
		Subtotal	**$ 140,400.00**

DEPOSITS

Total Deposits	**$**	**-**
Remaining Balance	**$**	**140,400.00**

Current Due		
Deposit	**$**	**21,060.00**

PAYMENT OPTIONS

Wiring instructions:

Due to increased fraud, please confirm wiring instructions with Nancy Mansfield at (813) 264-4324 or NMansfield@GreenSourceEP.com

Please make all checks payable to:

Missing Link Mitigation Preserve, LLC
15315 Indian Head Drive
Tampa, FL 33618

MISSING LINK MITIGATION BANK
WETLAND MITIGATION CREDIT PURCHASE AND SALE AGREEMENT

This Wetland Mitigation Credit Purchase and Sale Agreement ("Agreement") is made and entered into this 7th day of October, 2024, ("Effective Date") by and between Missing Link Mitigation Preserve, LLC, a Florida limited liability company, having an address of 15315 Indian Head Drive, Tampa, Florida 33618 ("Seller"), and City of Leesburg, having an address of 550 S 14th Street, Leesburgh, Florida 34748 ("Buyer").

RECITALS

WHEREAS, Seller has obtained authorization to establish, construct, and operate the Missing Link Mitigation Bank ("Mitigation Bank") located in Polk County, Florida; and

WHEREAS, the Mitigation Bank has generated mitigation credits ("State Credits") as determined by the Uniform Mitigation Assessment Method ("UMAM") pursuant to Environmental Resource Permit ("ERP") No. 43044171.002 ("State Mitigation Bank Permit"), as modified from time to time, issued by the Southwest Florida Water Management District ("SWFWMD") and mitigation credits ("Federal Credits") as determined by UMAM pursuant to Mitigation Banking Instrument No. SAJ-2017-02025 ("Federal MBI"), as modified from time to time, issued by the United States Army Corps of Engineers ("ACOE") (SWFWMD, ACOE, and the Florida Department of Environmental Protection ("DEP") are collectively referred to herein as "Agency"); and

WHEREAS, Buyer has applied for a permit for a project known as Susan Street Sports Complex located in Lake County, Florida ("Project") from St John's River Water Management District ("SJRWMD") identified by ERP Application No. 216770-2 ("Buyer's State Permit"), and the United States Army Corps of Engineers ("ACOE") identified by Section 404 of the Clean Water Act Permit/Application Number SAJ-2024-04265-THE ("Buyer's Federal Permit"). Buyer's County Permit, Buyer's State Permit and Buyer's Federal Permit are collectively referred to herein as "Buyer's Permits"); and

WHEREAS, it is anticipated by Buyer that Agency will approve the use of mitigation credits from the Mitigation Bank to fulfill the mitigation requirements of the Buyer's Permits; and

WHEREAS, Seller desires to sell mitigation credits to Buyer for the purpose of meeting the requirements of Buyer's Permits and Buyer has determined that the quantity, type, methodology, service area, and usability of the mitigation credits available from Seller pursuant to this Agreement will meet the requirements of Buyer's Permits and Buyer therefore desires to acquire mitigation credits from Seller; and

WHEREAS, mitigation credits can be purchased from the Mitigation Bank in any combination of: (1) State Credits not paired with Federal Credits ("State-only Credits"); (2) Federal Credits not paired with State Credits ("Federal-only Credits"); or (3) State Credits and Federal Credits paired together ("Dual Credits"); and

WHEREAS, if Buyer purchases State-only Credits from Seller, as part of the purchase, Buyer represents to Seller that the Project does not require corresponding Federal Credits, and furthermore, if Buyer purchases Federal-only Credits from Seller, as part of the purchase, Buyer represents to Seller that the Project does not require corresponding State Credits.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Seller and Buyer agree as follows:

1. Recitals. The recitals set forth in the whereas clauses above are material parts of this Agreement and are incorporated herein by reference.

2. Credits Purchased. Subject to the terms and conditions of this Agreement, Buyer shall purchase from Seller and Seller shall sell to Buyer:

a) 0 State-only Freshwater Forested Credits at $_____ per credit; and

b) 0 State-only Freshwater Herbaceous Credits at $_____ per credit; and

c) 0 Federal-only Freshwater Forested Credits at $_____ per credit; and

d) 0 Federal-only Freshwater Herbaceous Credits at $_____ per credit; and

e) 0.12 Dual Freshwater Forested Credits at $270,000.00 per credit; and

f) 0.4 Dual Freshwater Herbaceous Credits at $270,000.00 per credit.

The mitigation service area for the Mitigation Bank is the Ocklawaha River Basin of Florida (HUC 03080102). For the purposes of this Agreement, "Credits" shall mean the quantity and type of mitigation credits, as described above in this Section, that Buyer requests to purchase from Seller to meet the requirements of Buyer's Permits.

3. Purchase Price. In exchange for the Credits being purchased hereunder, Buyer shall, subject to the terms and conditions of this Agreement, pay to the Seller a sum total of One Hundred Forty Thousand Four Hundred Dollars ($140,400.00) ("Purchase Price").

4. Payment of Deposit. On or before October 22, 2024, Buyer may elect to reserve Credits, in which case Buyer shall pay to Seller a fifteen percent (15%) **nonrefundable** deposit in the amount of $21,060.00 ("Deposit"), applicable to the Purchase Price, in exchange for a ninety-day (90) reservation period ("1st Reservation Period"). If Buyer wishes to extend the 1st Reservation Period by another ninety-day (90) period, Buyer shall pay to Seller an additional fifteen percent (15%) **nonrefundable** deposit on or before January 20, 2025 in the amount of $21,060.00 ("Second Deposit"), applicable to the Purchase Price, for an additional ninety-day (90) reservation period ("2nd Reservation Period"), at the end of which, April 20, 2025, the balance of the Purchase Price less the Deposit(s), $98,280.00, is due from Buyer to Seller.

In the event that fewer than 0.52 Credits are required by Buyer's Permits, the Purchase Price shall be adjusted to reflect only the number of Credits required by Buyer's Permits at the rate of $270,000.00 per Credit or pro rata share there of and the amount of the Purchase Price shall be adjusted accordingly. In the event that fewer than 0.52 Credits are required by Buyer's Permits, after Buyer has paid the Purchase Price, Seller will purchase back the Credits not required by Buyer's Permits, at the rate of $270,000.00 per Credit or pro rata share thereof.

5. Payment of Balance of Purchase Price. If Buyer fails to pay the balance of Purchase Price by the end of the 1st Reservation Period, October 22, 2024, or 2nd Reservation Period, January 20, 2025, if exercised by Buyer, then Seller may terminate this Agreement, retain all Deposits, and refuse to transfer any of the Credits to Buyer. Seller will not release any Credits to Buyer as a result of payment of the Deposit(s) unless the balance of the Purchase Price is paid to Seller. If Buyer elects not to reserve Credits as provided in Section 4, then the entire Purchase Price shall be paid to Seller on or before April 20, 2024. **Seller will not withdraw Credits in favor of Buyer or Buyer's Permits unless the entire Purchase Price is paid to Seller.**

a) Payment Method. All payments hereunder shall be made to Missing Link Mitigation Preserve, LLC. Buyer shall pay all Deposit(s), Purchase Price, balance of Purchase Price, and any other payments to Seller by either wire transfer or certified check.

b) Reservation Letter. Upon execution of this Agreement and the receipt of the Deposit, Seller will convey a letter to Buyer indicating that the Credits have been reserved by Buyer for the purpose of Buyer's Permits for the applicable ninety-day (90) reservation period ("Reservation Letter").

c) Transfer of Credits. Upon execution of this Agreement and the receipt of the full Purchase Price, Seller will convey a letter to Buyer indicating that the Credits have been purchased by Buyer for the purpose of Buyer's Permits. On or before the date that is 30 days after the latest to occur of 1) Buyer's full payment of the Purchase Price to Seller; 2) receipt by Seller of Buyer's Permits; and, 3) receipt by Seller of notarized proof of publication of Buyer's Permits, Seller shall promptly initiate minor modifications of the State Mitigation Bank Permit and Federal MBI to withdraw Credits in favor of Buyer's Permits ("Permit Modifications"). Seller shall provide a copy of the Permit Modifications to Buyer within 30 days of issuance of the Permit Modification. **In no instance shall Credits be transferred by Seller prior to Seller having received full payment of the Purchase Price.** The Credits are nonrefundable and nontransferable, unless specifically provided for herein.

d) Termination. If Buyer does not pay the Deposit(s), Purchase Price, or any other applicable payments as provided in this Agreement, then this Agreement shall terminate upon notice by Seller to Buyer, and Seller shall retain the Deposit(s). If this Agreement is terminated as provided in this subsection, neither party shall have any further rights or obligations hereunder, except as expressly provided herein.

6. Acceptance of Agreement. Buyer shall execute and return this Agreement to Seller by October 22, 2024 ("Agreement Acceptance Date"). If Buyer fails to execute and return this Agreement by the Agreement Acceptance Date, then Seller may withdraw its offer to enter into this Agreement with Buyer.

7. Effect of Condemnation or Regulatory Action.

a) Condemnation. If the Mitigation Bank property or any part thereof is involuntarily taken prior to full payment of the Purchase Price pursuant to eminent domain proceedings, or if such involuntary proceedings are commenced prior to full payment of the Purchase Price, and as a result Seller determines that Seller will be unable to transfer any or all of the Credits to Buyer as specified in this Agreement, then Seller may terminate this Agreement by providing written notice at any time prior to full payment of the Purchase Price and Buyer's Deposit(s) shall be refunded. If this Agreement is terminated as provided in this subsection, neither party shall have any further rights or obligations hereunder, except as expressly provided herein.

b) Seller Regulatory Action. If Seller is unable to transfer the Credits to Buyer as provided in this Agreement because of the action or order of any regulatory agency, regardless of whether or not Seller has contested or challenged such action or order, Seller may terminate this Agreement by providing written notice to Buyer. If this Agreement is terminated as provided in this subsection, the Deposit(s) shall be refunded to Buyer and neither party shall have any further rights or obligations hereunder, except as expressly provided herein.

8. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties:

a) This Agreement has been duly authorized, executed, and delivered by all necessary action on the part of Seller, and constitutes the binding agreement of Seller and is enforceable in accordance with its terms.

b) The State Mitigation Bank Permit issued by the SWFWMD and the Federal MBI issued by the ACOE are valid and in effect as of the Effective Date.

c) As of the Effective Date, the Seller has enough Credits to satisfy Seller's obligations under this Agreement. During the period beginning on the Effective Date and ending upon: (i) full payment of the Purchase Price, or (ii) the passing of the applicable reservation period without full payment of the Purchase Price, Seller will not sell, or contract for the sale of, mitigation credits from the Mitigation Bank in an amount that would cause the Mitigation Bank's outstanding mitigation credits balance at full payment of the Purchase Price to be less than the number of mitigation credits necessary to satisfy Seller's obligations under this Agreement. Seller shall take all actions reasonably necessary both before and after full payment of the Purchase Price to enforce, defend, and maintain the Credits and Buyer's right thereto.

d) Seller shall be responsible for the development and maintenance of the Credits and the Mitigation Bank in accordance with the requirements of the State Mitigation Bank Permit and Federal MBI.

9. Buyer's Representations and Warranties. Buyer hereby makes the following representations and warranties.

a) This Agreement has been duly authorized, executed, and delivered by all necessary action on the part of the Buyer, and constitutes the valid and binding agreement of the Buyer and is enforceable in accordance with its terms.

b) In entering into this Agreement, Buyer has not been induced by, and has not relied upon, any representations, warranties, or statements, whether expressed or implied, made by the Seller or any agent, employee, or other representative of the Seller, which are not expressly set forth herein.

c) Buyer has solely determined and verified that the quantity, type, methodology, service area, and usability of the Credits meets the regulatory requirements of Buyer's Permits.

10. Notices. Any notices required or permitted hereunder ("Notice") shall be sufficiently given if in writing and delivered by overnight courier; by United States mail, return receipt requested; or by electronic mail to the parties hereto as follows:

SELLER: **Missing Link Mitigation Preserve, LLC**
Pamela E. Harris
PHarris@GreenSourceEP.com
15315 Indian Head Drive
Tampa, Florida 33618

BUYER: **City of Leesburg**
Clifford Kelsey
Cliff.Kelsey@LeesburgFlorida.gov
550 S 14th Street
Leesburgh, Florida 34748

WITH A COPY TO BUYER'S CONSULTANT:
Halff
Austin Parker - AParker@Halff.com
Martin Steffen - Martin Steffen@Halff.com
1000 N. Ashley Drive
Tampa, florida 33602

Any Notice given pursuant to overnight courier service or U.S. mail shall be effective as of delivery. Any Notice given pursuant to email transmission shall be effective as of the date and time shown in the delivery confirmation report generated by the sending party's email system. For example, if the sending party is utilizing Microsoft Outlook to provide Notice,

an "Outlook Delivery Receipt" shall be deemed sufficient proof of delivery of Notice to the receiving party; however, an "Outlook Read Receipt" is not required. Each party agrees to immediately notify the other party of any changes to its contact information as provided above.

11. Breach, Default and Exclusive Remedies. In the event of Buyer's breach or default hereunder, Seller's exclusive remedy shall be to terminate the Agreement and retain the Deposit(s). In the event of Seller's breach or default hereunder, Buyer's exclusive remedy shall be to terminate the Agreement and receive a refund of the Deposit(s). Neither Buyer nor Seller shall have recourse to any other remedies nor shall either party be liable for any consequential, special, punitive, or exemplary damages of any nature under this Agreement. The parties agree and acknowledge that the SWFWMD and ACOE have exclusive jurisdiction to enforce Seller's compliance with the terms and conditions of its respective permits authorizing the Mitigation Bank, and Buyer hereby covenants not to sue Seller, to enforce compliance with the terms and conditions of the State Mitigation Bank Permit and Federal MBI. The provisions of this Section shall survive the termination of this Agreement.

12. **Non-Disclosure. Buyer and Seller agree that the pricing and terms of this Agreement are confidential and may not be disclosed to third parties, including, but not limited to, the Agencies, except as provided by law or with the written permission of Buyer and Seller. The provisions of this Section shall survive the termination of this Agreement.**

13. Attorneys' Fees. In connection with any legal proceeding between Buyer and Seller brought to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs, expenses, and reasonable attorneys' and paralegals' fees incurred by said prevailing party in such proceedings, including all costs, expenses, and reasonable attorneys' and paralegals' fees incurred on appeal, in administrative proceedings, or in any mediation or arbitration. The provisions of this Section shall survive the termination of this Agreement.

14. Severability. If any provisions of this Agreement are held to be illegal or invalid, the other provisions shall remain in full force and effect.

15. No Third Party Beneficiaries. This Agreement does not confer any benefit to persons or entities who are not either (a) parties to this Agreement, or (b) successors and permitted assigns of the parties to this Agreement.

16. Captions. The captions for each paragraph of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of the provisions of this Agreement.

17. Construction. This Agreement shall not be construed more strictly against one party than the other by virtue of the fact that it was prepared by counsel for one of the parties.

18. Venue. The sole and exclusive venue for any litigation resulting out of this Agreement shall be in Hillsborough County, Florida, and if in federal court, shall be exclusively in the Middle District of Florida, Tampa Division. Buyer hereby expressly waives

any right it has to object to the venue of any action commenced in any courts in Hillsborough County, Florida or the Middle District of Florida, Tampa Division.

19. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida subject to the requirements of any applicable federal laws or regulations. Changes in federal, state, or local laws, which might have otherwise impacted this Agreement, shall not be enforced retroactively after execution of this Agreement. Each party shall be held harmless for damages sustained by the other party as a result of changes_in federal, state, or local laws pertaining to this transaction or the interpretation or enforcement of said changes.

20. **Waiver of Jury Trial. Buyer and Seller agree with each other that each knowingly, voluntarily, and intentionally waives the right it may have to a trial by jury in respect to any litigation based hereon, or arising out of, under or in connection with this Agreement, or any document contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statement (whether oral or written) or action of the other party.**

21. Entire Agreement and Amendments. The terms and conditions of this Agreement constitute the sole and entire agreement between the parties hereto with respect to the subject matter hereof. This Agreement supersedes any and all previous oral or written agreements and understandings relating to the subject matter hereto. This Agreement may be amended, modified, or altered only by the written agreement of the parties.

22. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs, administrators, and assigns of the parties hereto. This Agreement may be assigned by Buyer to another party, only upon prior written consent of the Seller, which consent shall not be unreasonably withheld, conditioned, or delayed. Seller shall have the right, upon Notice to Buyer, but without consent of Buyer, to assign its interest under this Agreement.

23. Waiver. No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.

24. Time of the Essence. Time is of the essence of this Agreement and each and every provision hereof.

25. Calendar Days. References to "day" or "days" in this Agreement will mean calendar days, provided that if the last day for performance falls on a Saturday, Sunday, or legal holiday, then the day of performance will be the next business day. As used in this Agreement, the term "business day" shall mean Monday through Friday, except legal holidays, and the term "legal holiday" shall mean holidays recognized by the State of Florida.

26. Counterparts; Electronic Signature. This Agreement, and any modification, may be executed in one or more counterparts and by electronic signature, each of which shall be deemed an original, but all of which taken together shall constitute one and the same

instrument. Signatures may be delivered electronically or by facsimile, and such copies shall be treated as originals for all purposes.

27. Survival. All covenants, agreements, representations and warranties, indemnification and defense obligations, confidentiality obligations, and any other provisions of this Agreement that are required to ensure the parties may fully exercise their rights and perform their obligations herein shall survive termination of this Agreement.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date by and through their undersigned authorized representatives.

SELLER:

Missing Link Mitigation Preserve, LLC

By: _____
Name: Pamela E. Harris
Title: Manager

Date: October 7, 2024

BUYER:

City of Leesburg

By: _____
Name: Clifford Kelsey
Title: Public Works Director

Date: _____

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.C.1.
Meeting Date:	October 28, 2024
From:	Joe Iozzi, (Police Chief)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Amendment to Agreement for Professional Services with Kimberly A. Schulte to include services as the City's Local Hearing Officer for the City's School Zone Speed Enforcement Program; and providing an effective date.

Staff Recommendation:
Staff recommends accepting and approving the Resolution.

Analysis:
Kimberly A. Schulte is the City's current Special Magistrate for Code Enforcement cases and has agreed to act as the City's Local Hearing Officer in connection with the City's School Zone Speed Enforcement Program. The amendment simply includes those services as services to be provided by Ms. Schulte and confirms that her rate of compensation will be the same for those services. No other changes to the Agreement for Professional Services are being proposed.

Procurement Analysis:
N/A

Options:
1. Adopt the Resolution approving the Amendment as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
N/A

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES WITH KIMBERLY A. SCHULTE TO INCLUDE SERVICES AS THE CITY'S LOCAL HEARING OFFICER FOR THE CITY'S SCHOOL ZONE SPEED ENFORCEMENT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the City hereby approves an amendment to the Agreement for Professional Services with Kimberly A. Schulte to include services as the City's Local Hearing Officer for the City's School Zone Speed Enforcement Program. The Mayor and City Clerk are authorized to execute the Amendment with Kimberly A. Schulte, whose address is 127 N. 7th Street, Leesburg, Florida 34748.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 28th day of October 2024.

_____
Mayor

ATTEST:

_____
City Clerk

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES (the "Amendment") is hereby entered into between **THE CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation, 501 W. Meadow Street, Leesburg, Florida 34748 (the "City") and **KIMBERLY A. SCHULTE**, 127 N. 7th Street, Leesburg, Florida 34748 ("Professional").

WHEREAS, the City and Professional are parties to a written Agreement for Professional Services, dated September 9, 2013, whereby Professional agreed to serve as the City's Special Magistrate for code enforcement issues in the City for a fee (the "Agreement for Professional Services");

WHEREAS, on July 22, 2024, the City adopted Ordinance 24-48 which authorized the use of speed detection systems in certain school zones within the City and established administrative procedures related to enforcement of violations (the "School Zone Speed Enforcement Procedures");

WHEREAS, on July 22, 2024, the City also adopted Resolution 11,861, and has designated the City's Special Magistrate for code enforcement issues to act as the Local Hearing Officer in connection with the School Zone Speed Enforcement Procedures; and

WHEREAS, the City and Professional wish to amend the Professional's existing scope of work to also include Professional's service as the Local Hearing Officer.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises and covenants of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Professional hereby agree to amend the existing Agreement for Professional Services as follows:

1. The above recitals are true and correct and are hereby incorporated herein for all purposes.

2. In addition to serving as the Special Magistrate for code enforcement issues in the City, Professional shall also serve as the Local Hearing Officer in connection with the City's School Zone Speed Enforcement Procedures. Such services will be conducted in accordance with City Ordinance 24-48, which Ordinance is attached hereto as **Exhibit "A"** and is incorporated herein.

3. Professional will be compensated and reimbursed for time spent performing the duties associated with the Local Hearing Officer at the same hourly rate as Professional is compensated for services provided in connection with code enforcement issues and proceedings.

4. Except as modified hereby, all other terms, conditions, and provisions of the Agreement for Professional Services shall remain in full force and effect. This Amendment shall become effective upon execution by the City.

[Intentionally Blank. Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Amendment on the date indicated below.

THE CITY OF LEESBURG, FLORIDA

_____
James A. Burry, Jr., Mayor

ATTEST:

Date:_____

_____
J. Andi Purvis, City Clerk

Approved as to form and content:

_____
William Grant Watson, City Attorney

_____
Kimberly A. Schulte

Date: October 14, 2024

ORDINANCE NO. 2024-48

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA ENACTING ARTICLE VII – "SCHOOL ZONE SPEED ENFORCEMENT," CHAPTER 21 OF THE CITY'S CODE OF ORDINANCES; PROVIDING FOR PURPOSE, INTENT, AND DEFINITIONS; ESTABLISHING A SCHOOL ZONE SPEED ENFORCEMENT PROGRAM AND AUTHORIZING THE USE OF SPEED DETECTION SYSTEMS WITHIN THE CITY; PROVIDING FOR PROGRAM IMPLEMENTATION REQUIREMENTS AND DESIGNATION OF SCHOOL ZONES; PROVIDING FOR ENFORCEMENT AND ADMINISTRATIVE PROCEDURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Chapter 166 of the Florida Statutes and Article VIII of the Florida Constitution authorizes the legislative body of each municipality to enact ordinances to protect the health, safely, and welfare of its residents; and

WHEREAS, on July 1, 2023, House Bill 657 (HB 657), as codified under Chapter 2023-174 of the Laws of Florida, went into effect, authorizing municipalities to use speed detection systems in accordance with certain technical specifications established by the Florida Department of Transportation to enforce the speed limit in a school zone at specified periods; and

WHEREAS, prior to utilizing speed detection systems to enforce eligible school zone speeding violations within its jurisdiction, municipalities are required to adopt an ordinance authorizing the placement and installation of speed detection systems and creating administrative and enforcement procedures for the use of speed detection systems at designated school zones; and

WHEREAS, prior to utilization of the speed detection system in any particular school zone, HB 657 also requires the governing body of the municipality to first determine whether a school zone constitutes a heightened safety risk that warrants additional traffic enforcement measures based on traffic data collected; and

WHEREAS, HB 657 provides that a municipality may issue notices of violation and may authorize a law enforcement officer or traffic infraction enforcement officer to issue uniform traffic citations for violations of sections 316.1895 and 316.183, Florida Statutes, that are captured by speed detection systems during specified time periods and further provides for notice to the registered owner of the subject vehicle, hearing procedures, appellate remedies, and the assessment and remittance of civil penalties and cost; and

WHEREAS, HB 657 requires municipalities that elect to operate school zone speed detection systems to implement a public awareness campaign at least 30 days before commencing with the enforcement of violations and to annually report information about the program to both the public and the Florida Department of Highway Safety and Motor Vehicles; and

WHEREAS, HB 657 restricts the location and use of speed detection systems to school zones that the municipality determines constitute a heightened safety risk warranting additional enforcement measures based on data or other evidence presented at a public hearing; and

WHEREAS, the City of Leesburg (the "City") wishes to deter drives from speeding through school zones and provide a supplemental means for the enforcement of unlawful speed violations by enacting an ordinance to implement a school zone speed enforcement program; and

WHEREAS, HB 657 requires that before the City contracts or renews a contract with a vendor to place or install speed detection systems, the City must approve the contract or contract renewal at a regular or special commission meeting; the vendor contract may not be considered as part of the consent agenda as public input must be allowed; and

WHEREAS, at the time of adoption, the City has considered the relevant traffic data and other evidence presented, incorporated by reference, and submitted to the City Clerk as supplemental information to this Ordinance at the time of adoption, supporting the installation and operation of speed detection systems for certain school zones within City limits; and

WHEREAS, based upon the relevant traffic data and other evidence presented, the City has determined that each school zone where a speed detection system is to be placed or installed constitutes a heightened safety risk that warrants additional enforcement measures; and

WHEREAS, the City finds that motor vehicles speeding on a roadway maintained as a school zone during specified periods is an unacceptable hazard that threatens the health, safely, and welfare of students and pedestrians in the City and that enforcement of applicable speed limits in school zones during specified periods through the use of a speed detection system may reduce safety risks in school zones, which warrants implementation of school zone speed detection enforcement pursuant to the rules and regulations of Chapters 2023-174, Laws of Florida, and other applicable state law.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are adopted and incorporated herein by reference.

Section 2. Text Amendment. Chapter 21, Article VII, of the City of Leesburg Code of Ordinances is hereby created to read as follows:

ARTICLE VI. – SCHOOL ZONE SPEED ENFORCEMENT

Sec. 21-84 — Purpose and Intent

The purpose and intent of this Article is to protect the health, safety, and welfare of City residents by authorizing the placement or installation and use of speed detection systems on roadways maintained as a school zone within City limits, to promote compliance with speed limits in school zones, and to adopt a quasi-judicial system to enforce violations. This Article provides a supplemental means of enforcing unlawful speed violations in school zones and shall not prohibit a law enforcement officer from issuing a uniform traffic citation for a traffic violation in accordance with Chapter 316, Florida Statutes

Sec. 21-85 – Definitions

The terms below shall, for purposes of this article, have the meanings indicated:

Hearing procedures shall mean the procedures set forth under section 316.1896, Florida Statutes, governing noticing, scheduling, and conducting hearings before a Local Hearing Officer.

Law Enforcement officer shall mean, as defined by section 943.10(1), Florida Statutes, any person who is elected, appointed, or employed full time by a municipality or the state or any political subdivision thereof, who is vested with authority to bear arms and make arrests; and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state.

Local hearing officer shall mean the City Code Enforcement Board, Special Magistrate, or other City appointee as permitted by law and as established by the City Commission through a resolution.

Motor vehicle shall mean, as defined by section 316.003, Florida Statutes, a self-propelled vehicle not operated upon rails or guideway, but not including any bicycle, electric bicycle, motorized scooter, electric personal assistive mobility device, mobile carrier, personal delivery device, swamp buggy, or moped.

Notice of violation shall mean the written notification sent to the registered owner of a vehicle after a school zone speed infraction by that vehicle has been captured by a speed detection system and thereafter reviewed and approved by a law enforcement officer or traffic infraction enforcement officer. A notice of violation must be in the form and include the contents prescribed by section 316.1896, Florida Statutes, as it may be amended.

School zone shall mean that portion of a street or highway established as a school zone pursuant to section 316.1895, Florida Statutes, as it may be amended.

School zone speed enforcement program shall mean the regulations and procedures governing the use of speed detection systems on roadways maintained as a school zone within the jurisdiction of the City, as provided for by applicable law and established by this Ordinance.

School zone speed infraction shall mean a violation of section 316.183 or 316.1895, Florida Statutes, captured by a speed detection system on a roadway maintained as a school zone during the hours provided for by applicable law and set forth in this Ordinance.

School zone speed limit shall mean the regularly posted or reduced posted speed limit within a school zone pursuant to section 316.1895, Florida Statutes.

Speed detection system shall mean a portable or fixed automated system used to detect a motor vehicle's speed using radar or LiDAR and to capture a photograph or video of the rear of a motor vehicle that exceeds the speed limit in force at the time of the violation. This term is synonymous with the term "Speed Detection System" defined in section 316.003(83), Florida Statutes, as it may be amended.

Traffic infraction enforcement officer shall mean a person who meets the qualifications established by section 316.640, Florida Statutes, as it may be amended.

Uniform traffic citation shall mean the citation issued to the registered owner of a vehicle for a school zone speed infraction, in the form and including the contents prescribed by sections 316.1896 and 316.650, Florida Statutes, as it may be amended.

Sec. 21-86 – Use of Speed Detection Systems

Pursuant to section 316.008(9), Florida Statutes, the City hereby elects to use speed detection systems on roadways properly maintained as a school zone to enforce speed limits within the City's jurisdiction. The City may utilize speed detection systems as a supplemental means of assisting law enforcement personnel in the enforcement of compliance with state law related to unlawful speed in school zones, in accordance with Chapter 316, Florida Statutes.

Sec.21-87 – Program Administration

(a) The City Manager or City Manager's designee, in cooperation with the Leesburg Police Department and any necessary City staff as determined by the City Manager or City Manager's designee, is empowered to administer, and assist with the City's school zone speed enforcement program, consistent with the provisions of Chapter 2023-174, Laws of Florida, subject to any other applicable state law, this Article, and all corresponding City resolutions.

(b) As permitted and defined by applicable law and corresponding resolution adopted by the City Commission, the City may designate its City Code Enforcement Board, Special Magistrate, or other City appointee as its Local Hearing Officer, who shall have jurisdiction to conduct proceedings in accordance with Chapter 2023-174, Laws of Florida, and section 316.1896, Florida Statutes, as such may be amended from time to time.

(c) In accordance with Chapter 2023-174, Laws of Florida, and section 316.1896, Florida Statutes, as may be amended, the City Commission shall designate by resolution existing City staff to serve as the clerk to the Local Hearing Officer.

Sec. 21-88 – Program Implementation Requirements

(a) Vendor Contract. Pursuant to section 316.0776, Florida Statutes, before the City contracts or renews a contract to place or install a speed detection system in a school zone, the contract or contract renewal must be approved by the City Commission at a regular or special City Commission meeting. The contract or contract renewal may not be heard on the consent agenda and the public must be allowed to comment pursuant to the City's public comment policies.

(b) Installation and Operation of Speed Detection Systems. Pursuant to sections 316.008 and 316.0776, Florida Statutes, speed detection systems may be installed and operated only in the school zones designated by this Ordinance and/or subsequent amendments thereto.

(c) Signage Requirements. The installation and operation of speed detection systems, including required signage, shall be in accordance with Chapter 316, Florida Statutes, all applicable regulations of the Florida Department of Transportation and the Florida Department of Highway Safety and Motor Vehicles, and the terms of any Memorandum of Understanding or other written agreement that may be entered into between Leesburg Police Department and/or the City and its vendor(s).

(d) Public Awareness. Pursuant to section 316.0776, Florida Statutes, before notices of violation for school zone speed infractions may be issued, a public announcement and 30-day public awareness campaign of the initial proposed use of speed detection systems must be conducted. During the 30-day public awareness campaign, only a warning may be issued to the registered owner for a school speed zone infraction and a fine shall not be imposed.

Sec. 21-89 – Designation of School Zones

The City Commission finds that based upon the traffic data and other evidence presented at the public hearing this date of adoption, the school zones on the roadways surrounding the following schools constitute a heightened safety risk that warrants additional enforcement measures by installation or placement of speed detection systems pursuant to section 316.008, Florida Statutes. Subsequent speed detection systems may be approved for inclusion or removal via amendment to this Ordinance in accordance with applicable law.

Leesburg Elementary School
2229 South Street
Leesburg, Florida 34748

Oak Park Middle School
2101 South Street
Leesburg, Florida 34748

Carver Middle School
1198 Beecher Street

Leesburg, Florida 34748

Beverly Shores Elementary School
1108 Griffin Road
Leesburg, Florida 34748

Leesburg High School
1401 Yellow Jacket Way
Leesburg, Florida 34748

St. Paul's Catholic School
1330 Sunshine Avenue
Leesburg, Florida 34748

Lake Montessori
415 Lee Street
Leesburg, Florida 34787

Sec. 21-90 – Enforcement Procedures

(a) General Powers. The Leesburg Police Department shall be authorized to enforce the applicable speed limit on a roadway properly maintained as a school zone pursuant to Chapter 2023-174, Laws of Florida, for violations of sections 316.183 and 316.1895, Florida Statutes, through the use of a speed detection system for the detection of speed and capturing of photographs or videos for violations in excess of 10 miles per hour over the speed limit in force at the time of the violation. The Leesburg Police Department Chief of Police or designee is responsible for establishing the business rules of procedure between the vendor and the City necessary for implementing this Section.

(b) Review of Speed Detection System Information. Pursuant to section 316.1896, Florida Statutes, as may be amended, information captured by a speed detection system shall be reviewed by a law enforcement officer or traffic infraction enforcement officer.

(c) School Zone Speed Detection System Violations. The applicable speed limit on a roadway properly maintained as a school zone may be enforced through the capturing of a violation by a speed detection system as follows:

(i) For a violation of section 316.1895, Florida Statutes, in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the start of a regularly scheduled breakfast program.

(ii) For a violation of section 316.1895, Florida Statutes, in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the start of a regularly scheduled school session.

(iii) For a violation of section 316.183, Florida Statutes, in excess of 10 miles per hour over the posted speed limit during the entirety of a regularly scheduled school session.

(iv) For a violation of section 316.1895, Florida Statutes, in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the end of a regularly scheduled school session.

(d) Notice of Violation. A notice of violation must be sent to the registered owner of the motor vehicle involved in the violation as provided under section 316.1896, Florida Statutes.

(e) Hearing Procedures and Appeals. Hearings to contest notices of violations shall be held in accordance with the requirements of Chapter 2023-174, Laws of Florida, and sections 316.0083(5) and 316.1896, Florida Statutes. An aggrieved party may appeal a final administrative order of the Local Hearing Officer in accordance with section 316.1896, Florida Statutes.

(f) Defenses and Penalties. The enforcement of school zone speed infractions including the issuance of notices of violation and uniform traffic citations, the processing of affidavits to assert an exception to liability, and the assessment of fines and costs must comply with section 316.1896, Florida Statutes. In accordance with section 316.1896(14)(e), Florida Statutes, the Local Hearing Officer must assess the statutory authorized penalty if the registered owner is found in violation and may also require the registered owner to pay municipal costs not to exceed $250 per violation. A registered owner who receives a notice of violation may, within 30 days:

(i) Pay the fine of $100.00, as fixed by section 318.18(3)(d), Florida Statutes, as it may be amended; or

(ii) Submit an affidavit establishing an exception to liability pursuant to section 316.1896(8), Florida Statutes, as it may be amended; or (iii) Request a hearing.

(g) Issuance of a uniform traffic citation. A law enforcement officer or traffic infraction enforcement officer shall be authorized, pursuant to section 316.1896, Florida Statutes, to issue a uniform traffic citation for violations of sections 316.1895 or 316.183 as authorized by section 316.008(9), Florida Statutes. If the registered owner of a vehicle does not timely pay the fine reflected on the notice of violation,

submit a sufficient affidavit, or request a hearing, a uniform traffic citation must be issued by a law enforcement officer or a traffic infraction enforcement officer to the registered owner and transmitted to the Lake County Clerk of the Court for disposition by the county court.

Sec. 21-91— Collection of Evidence, Public Records, and Retention Requirements

In accordance with section 316.1896, Florida Statutes, a speed detection system in a school zone may not be used for remote surveillance. The collection of evidence by a speed detection system to enforce school zone speed infractions, or user-controlled pan or tilt adjustments of speed detection components, do not constitute remote surveillance. Recorded video or photographs collected as part of a speed detection system in a school zone may only be used to document school zone speed infractions and for purposes of determining criminal or civil liability for incidents captured by the speed detection system incidental to the permissible use of the speed detection system. Any recorded video or photograph obtained via a speed detection system must be destroyed within 90 days after the final disposition of the recorded event, pursuant to section 316.1896, Florida Statutes. Written notice that such records have been destroyed must be provided by December 31st of each year to the City by its speed detection system vendor. All public records related to the administration of this Section must be maintained in accordance with Florida law and all requests for such records must be addressed in accordance with Chapter 119, Florida Statutes, and any other applicable state law.

Sec. 21-92 – Annual Reporting Requirements

The City, with the assistance of Leesburg Police Department and/or the vendor, will annually report on the City's school zone speed enforcement program to the public and to the Florida Department of Highway Safety and Motor Vehicles in accordance with sections 316.0776 and 316.1896, Florida Statutes, as they may be amended.

Pursuant to section 316.0776 (3)(c), the compliance or sufficiency of compliance with this requirement may not be raised in a proceeding challenging a notice of violation for a school zone speed infraction.

Sec. 21-93 – Collected Fines and Costs

All fines and costs collected pursuant to this Article must be remitted in accordance with sections 316.1896 and 318.18, Florida Statutes, and any other relevant state law.

Sec. 21-94 – School Crossing Guard Recruitment and Retention Program

Pursuant to section 316.1894, Florida Statutes, as may be amended, the law enforcement agency having jurisdiction over a municipality conducting a school zone speed detection system program authorized by section 316.008(9), Florida Statutes, must use funds generated pursuant to section 316.1896(5)(e), Florida Statutes, from the school zone speed detection system program to administer the School Crossing Guard Recruitment and Retention Program. Such program may provide recruitment and retention stipends to crossing guards at K-12 public schools, including charter schools, or stipends to third parties for the recruitment of new crossing guards. The School

Crossing Guard Recruitment and Retention Program must be designed and managed at the discretion of the law enforcement agency.

Section 3. Severability and Conflicts. The provisions of this ordinance are severable, and it is the intention of the City Commission of the City of Leesburg, Florida, to confer the whole or any part of the powers herein provided. If any court of competent jurisdiction shall hold any of the provisions of this ordinance unconstitutional, the decision of such court shall not impair any remaining provisions of this ordinance.

Section 4. Code Inclusion. The provisions of this Ordinance shall become and be made part of the City of Leesburg Code of Ordinances, that the sections of this Ordinance may be renumbered to accomplish such intention, and that the word Ordinance shall be changed to Article, Section, Subsection, or other appropriate word as may be applicable.

Section 5. Effective Date. This Ordinance shall take effect five (5) days after its final adoption by the City of Leesburg Commission.

PASSED AND ADOPTED this 22 day of July, 2024 by the City Commission of the City of Leesburg, Florida.

James A. Burry, Jr., Mayor

ATTEST:

City Clerk

Approved as to form:

William Grant Watson, City Attorney

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.C.2.
Meeting Date:	October 28, 2024
From:	Dan Miller, (Planning and Zoning Director)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida, approving a Proportionate Share Mitigation Agreement entered into by and between the School Board of Lake County, Florida, Kolter Group Acquisitions, LLC, and the City of Leesburg, Florida, to allow for payment of Lake County School Impact Fees; and providing an effective date. (Bar Key Reserve Phase 1)

Staff Recommendation:
Planning and Zoning Staff recommend approval of the attached Proportionate Share Mitigation Agreement.

Analysis:
A proportionate share agreement is a method of paying for student station costs to assist in future funding of additional student stations created by a new development. This Proportionate Share Mitigation agreement requires a payment of $2,403,352.00, payable to the Lake County School board, prior to recording the plat for each phase of the property in the Public Records of Lake County. This agreement runs with the land, and shall therefore be binding on all successors and assigns of the Applicant/Contract Purchaser. The City of Leesburg does not assume duties under this agreement, nor does it undertake any liability. It joins as a party only in its capacity as the local government having jurisdiction over the development.

Procurement Analysis:
N/A

Options:
1. Approve the attached Proportionate Share Mitigation Agreement as presented; or
2. Other action as the Commission may choose.

Fiscal Impact:
No fiscal impact on the City of Leesburg is anticipated as a result of this agreement.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, APPROVING A PROPORTIONATE SHARE MITIGATION AGREEMENT ENTERED INTO BY AND BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA, KOLTER GROUP ACQUISITIONS, LLC, AND THE CITY OF LEESBURG, FLORIDA, TO ALLOW FOR PAYMENT OF LAKE COUNTY SCHOOL IMPACT FEES; AND PROVIDING AN EFFECTIVE DATE. (BAR KEY RESERVE PHASE 1)

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute a Proportionate Share Mitigation Agreement, under Lake County School Concurrency Case Number 2024-01, for the Project known as Bar Key Reserve Phase 1, as attached hereto, between the Lake County School Board, whose address is 201 West Burleigh Avenue, Tavares, Florida, 32778, and Kolter Group Acquisitions LLC, a Florida limited liability corporation, whose address is 14025 Riveredge Drive, #175, Tampa, Florida, 33637, and the City of Leesburg, whose address is 501 West Meadow Street, Leesburg, Florida, 34748.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 28th day of October 2024.

_____
Mayor

ATTEST:

_____
City Clerk

Return to:
Lake County Schools – Growth Planning Dept.
201 W. Burleigh Blvd.
Tavares, FL 32778

PROPORTIONATE SHARE MITIGATION AGREEMENT

Project Name: Bar Key Reserve Phase 1
School Concurrency Case# 2024-01

THIS PROPORTIONATE SHARE MITIGATION AGREEMENT, is entered into by and between School Board of Lake County, Florida, a political subdivision of the State of Florida, whose address is 201 West Burleigh Boulevard, Tavares, Florida 32778 ("**School Board**"), Kolter Group Acquisitions LLC, a Florida Limited Liability Company, whose address is 14025 Riveredge Drive, #175, Tampa, Florida 33637 (**Applicant/Contract Purchaser**), and City of Leesburg, a Florida municipal corporation, whose address is 501 West Meadow Street, Leesburg, Florida 34748 ("**Local Government**"). School Board, Applicant/Contract Purchaser, and Local Government may also be referred to herein each as a "**Party**".

WHEREAS, School Board, the municipalities located within Lake County, Florida, and the Board of County Commissioners of Lake County, Florida ("**County**") entered into that certain First Amended Interlocal Agreement For School Facilities Planning and Siting recorded June 23, 2008 in Official Records Book 3644, Page 1, in the public records of Lake County, Florida (the "**Interlocal Agreement**").

WHEREAS, pursuant to Section 5 of the Interlocal Agreement an application for a subdivision, site plan, or plat for residential dwelling units that will generate students in a Concurrency Service Area in which there is insufficient School Capacity to accommodate the anticipated students must enter into a Proportionate Share Mitigation Agreement to mitigate the school overcrowding attributable to the anticipated students, all as specified in the Interlocal Agreement.

WHEREAS, Applicant is the contract purchaser of those certain tract(s) of land located in Leesburg, Florida, commonly identified by Alternate Key(s) 1210259, 1780951, 3884286, 1302226 and more particularly described on **Exhibit "A"** attached hereto, and illustratively depicted on **Exhibit "B"** attached hereto (the "**Property**").

WHEREAS, Applicant has requested Local Government approval to allow development of five hundred fifty-six (556) total dwelling units (the "**Total Units**") on the Property (the "**Project**"), as depicted on the site plan attached hereto as **Exhibit "C"**.

WHEREAS, based on the current adopted Level of Service standards of the Concurrency Service Area in which the Property is currently located, School Board has determined existing school capacity is insufficient for the number of students anticipated to be generated by the Project.

WHEREAS, the School Board has determined the anticipated deficit created by the Project as of the date of School Board's capacity review is fifty-six (56) high school students (the "**Capacity Deficit**").

WHEREAS, Local Government's approval of the final site plan or plat without requiring mitigation of the Capacity Deficit will either create or worsen school overcrowding.

WHEREAS, the Applicant has agreed to enter into this Agreement to provide mitigation proportionate to the demand on Public School Facilities created by the actual development of the Project.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, School Board, Applicant and Local Government hereby agree as follows:

1. **Recitals**. The above recitals are true and correct and fully incorporated herein.

2. **Definitions**. Any capitalized terms used but not defined herein shall have the same meaning as set forth in the Interlocal Agreement.

3. **Term**. The term of this Agreement shall commence on the date this Agreement is recorded in the Public Records of Lake County, Florida (the "**Effective Date**") and, unless earlier terminated in accordance herewith, shall end on the date that is two (2) years after the Effective Date (the "**Expiration Date**"). The term of this Agreement may be extended once for a period of one (1) year if (i) requested by Applicant by delivering a sworn affidavit to School Board, no later than thirty (30) days prior to the Expiration Date, that demonstrates Applicant's good faith efforts to obtain all development approvals required to proceed with the Project, and (ii) School Board and Local Government agree to extend the term of this Agreement. Any extension of this Agreement shall be evidenced by an Amendment to this Agreement signed by Applicant, School Board, and Local Government and recorded, at Applicant's sole expense, in the public records of Lake County, Florida.

4. **Mitigation Payment**. Applicant shall pay to School Board the cost to mitigate the Capacity Deficit as follows:

   a. **Amount**. Applicant's proportionate share mitigation payment is Two Million, four Hundred Three Thousand Three Hundred Fifty-Two and 00/100 Dollars ($2,403,352 USD) (the "**Mitigation Payment**"). The Mitigation Payment is the product of the Capacity Deficit multiplied by the applicable Cost of Student Station (i.e. 56 x $42,917.00 = $2,403,352.00).

   b. **Due Date**. The Mitigation Payment shall be made prior to recording of a plat for each phase approved by Local Government for the Project (the "**Due Date**"). This provision shall survive the expiration of this Agreement.

      In the event that the final plat approved by LOCAL GOVERNMENT results in less than five hundred and fifty-six residential single family dwelling units, then the estimated Proportionate Share Mitigation set forth above will be adjusted accordingly based on the final number of residential dwelling units (lots) approved for the Project by LOCAL GOVERNMENT.

   c. **Delivery Instructions**. Applicant shall deliver the Mitigation Payment with the completed payment form, a copy of which is attached hereto as **Exhibit "D"**, to School Board's Growth Planning Department at 201 West Burleigh Boulevard, Tavares, FL 32778.

5. **Mitigation Payment Credit.** The Mitigation Payment shall be credited against the total educational impact fees due for the Project. Applicant shall remain obligated for payment of all remaining educational impact fees due after application of the Mitigation Payment credit in accordance with the Lake County Impact Fee Ordinance. Notwithstanding anything contained herein to the contrary, Applicant shall not be entitled to a credit for the Mitigation Payment unless and until such payment is actually made and delivered to School Board. School Board will notify all applicable local governments once the Mitigation Payment is received by School Board.

6. **Termination.** This Agreement shall be terminated at the School Board's option if (a) Local Government does not issue final development approval for Phase 1 of the Project, or (b) Applicant fails to fully pay the Mitigation Payment when due hereunder and such breach remains uncured for a period of thirty (30) days. Provided, however, with respect to clauses (a) and (b) of the preceding sentence (collectively, the "Termination Conditions"), prior to exercising the termination right set forth herein, the School Board shall provide written notice of its election to terminate this Agreement as a result of the failure of the foregoing Termination Conditions, and provide Applicant with the reasonable opportunity to cure the same for a period of not less than thirty (30) days, following which, and provided that the Termination Conditions remain unsatisfied, the School Board may terminate this Agreement upon written notice to Applicant.

7. **Effect of Termination.** Except as otherwise provided for herein, if this Agreement is terminated, then Applicant and School Board shall have no further duties or obligations hereunder and Applicant shall (a) forfeit all administrative or application fees paid to School Board, (b) forfeit the current school concurrency reservation associated with the Project, (c) cease all construction activities associated with the Project, and (d) re-apply for any future school concurrency reservation associated with the Project.

8. **Acknowledgements.** Applicant, School Board, and Local Government each hereby acknowledge and agree that (a) this Agreement constitutes a legally binding commitment, pursuant to Section 163.3180, Florida Statutes, to provide mitigation proportionate to the demand for public school facilities to be created by actual development of the Project, (b) this Agreement does not constitute, and shall not be construed as, a development permit, development agreement, development order, or any other instrument or governmental act permitting the development of the Property, and (c) development of the Property and the Project is and shall remain subject to all land development rules, regulations, and approvals of Local Government and all other governmental bodies, agencies, or authorities having jurisdiction over development of the Property or the Project.

9. **Assignability.** This Agreement shall run with the land and be binding on and shall inure to the benefit of Applicant, School Board, Local Government, and their respective successors and assigns. Notwithstanding anything contained herein to the contrary, Applicant may assign its rights or obligations contained herein to a successor to the Property upon the execution of a written instrument memorializing the same, provided that the parties shall provide timely notice of any such assignment to the School Board. Any such assignment shall be evidenced by an instrument signed by Applicant, accepted by Applicant's assignee, and thereafter recorded, at Applicant's sole expense, in the public records of Lake County, Florida.

10. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to be given if delivered by hand, sent by United States registered or certified mail (return receipt requested), sent by recognized overnight courier, or sent by email addressed as follows:

If to School Board:	School Board of Lake County Attn: Superintendent of Schools 201 West Burleigh Blvd. Tavares, FL 32778 Email contact – lavalleyh@lake.k12.fl.us
If to Local Government:	City of Leesburg Attn: City Manager 501 W. Meadow Street Leesburg, FL 34748
If to Applicant:	Kolter Group Acquisitions LLC Attn: James Harvey 14025 Riveredge Drive, #175 Tampa, FL 33637

Notices shall be deemed effective only if sent to each address listed for the intended recipient Party, or such other address as may be subsequently provided by that Party in writing. Notices personally delivered, sent by United States registered or certified mail, or sent by overnight courier shall be deemed given on the date of receipt. Notices sent by e-mail shall be deemed sent upon transmission if sent to the recipient Party's e-mail address shown above and the e-mail message is not returned to the sender as being undeliverable.

11. **Incorporation.** All exhibits attached hereto are fully incorporated herein and made a part hereof.

12. **Recording of this Agreement.** Applicant shall submit this Agreement to the Lake County Clerk of Court for recording, at Applicant's sole expense, in the public records of Lake County, Florida within ten (10) days after full execution by Applicant, School Board, and Local Government. Failure to timely submit this Agreement for recording shall render it null and void.

13. **Recording Notice of Satisfaction.** Within thirty (30) days after receiving the final Mitigation Payment, School Board, at School Board's sole expense, shall record a notice of satisfaction, which references the recording information of this Agreement and acknowledges receipt of the Mitigation Payment, in the public records of Lake County, Florida.

14. **Entire Agreement.** This Agreement, including all exhibits attached hereto, constitutes the entire agreement between and among Applicant, School Board, and Local Government, and replaces all prior communications, understandings, representations, arrangements, and agreements, whether oral or written, between or among them, related to the terms and subject matter of this Agreement that were not otherwise reduced to writing and incorporated herein.

15. **Construction.** This Agreement shall be construed as if Applicant, School Board, and Local Government jointly prepared this Agreement, and any uncertainty or ambiguity shall not be construed against any one Party. Whenever applicable in this Agreement, the use of the singular shall include the plural and the use of the plural shall include the singular. The headings used in this Agreement are solely for convenience of reference and shall not control the meaning or interpretation of this Agreement.

16. **Modification; Waiver.** This Agreement may not be modified or amended nor shall any provision of this Agreement be waived except in writing signed by Applicant, School Board, and Local Government or their respective agents acting under express written authority to do so. No oral agreement, statement, promise, undertaking, understanding, arrangement, act, or omission of any Party, occurring after the date hereof may be deemed an amendment or modification to this Agreement unless reduced to writing and signed by Applicant, School Board, and Local Government or their respective agents acting under express written authority to do so.

17. **Counterparts.** This Agreement may be executed in as many counterparts as may be required, each of which when so executed shall be deemed an original, but all of which when taken together shall constitute a single agreement. An electronic or facsimile copy of this Agreement and any signatures hereon shall be considered for all purposes as originals.

18. **Severability.** If for any reason any of the covenants, agreements, terms, or provisions contained herein shall be determined or declared to be invalid or unenforceable by a court of competent jurisdiction, then the validity and enforceability of the remaining covenants, agreements, terms, and provisions hereof shall be in no way affected, prejudiced, or disturbed by said determination or declaration and this Agreement shall be automatically conformed to the law and shall continue in full force and effect.

19. **Governing Law.** The laws of the State of Florida shall apply to and control any dispute concerning the interpretation, construction, performance, or enforcement of this Agreement. Applicant, School Board, and Local Government each hereby agree that the exclusive jurisdiction for any legal proceeding arising out of or relating to this Agreement shall be the courts serving Lake County, Florida and Applicant, School Board, and Local Government hereby waive any challenge to personal jurisdiction or venue in such courts.

20. **Prevailing Party Attorney's Fees.** If Applicant, School Board, or Local Government brings a legal action or proceeding arising out of or relating to this Agreement or because of an alleged dispute, breach, default, or misrepresentation hereof or for a declaration of the rights and obligations in connection with this Agreement, then the prevailing Party shall be entitled to reasonable attorney's fees and other costs incurred in that action or proceeding in addition to any other relief to which the prevailing Party may otherwise be entitled.

21. **Change in Circumstances.** If, prior to the Due Date, the Total Units or any other part of the Project is altered or amended in a manner that increases the Capacity Deficit, then Applicant shall submit a separate application for such increase, which shall be subject to a separate review for school concurrency purposes.

22. **Time of the Essence.** Time is of the essence as to all due dates, deadlines, and time periods set forth herein.

23. **Authority.** Each person signing below represents and warrants they possess full authority to enter into this Agreement and to lawfully and effectively bind the entity they purport to represent.

IN WITNESS WHEREOF, Applicant/Contract Purchaser, School Board, and Local Government have executed this Agreement as of the dates set forth below.

Kolter Group Acquisitions LLC

By: _____

Print Name: James P. Harvey

Date: August 30, 2024

The School Board of Lake County, Florida

By: _____
Mollie Cunningham, Board Chair

Date: 9-23-2024

Approved as to form:

_____
School Board Attorney

Attest:

_____
Diane S. Kornegay, Superintendent

City of Leesburg, Florida

By: _____
Jimmy Burry, Mayor

Date: _____

Approved as to form:

_____
City Attorney

Attest:

_____
City Clerk

Exhibit A – Legal Description

PHASE 1 DESCRIPTION

A PORTION OF LAND LYING IN SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, THENCE ON A BEARING RELATED TO FLORIDA STATE PLANE COORDINATES, EAST ZONE, RUN SOUTH 89°35'47" EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 668.45 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°25'25" EAST A DISTANCE OF 378.31 FEET; THENCE RUN NORTH 80°18'59" EAST A DISTANCE OF 482.30 FEET; THENCE RUN NORTH 09°41'01" WEST A DISTANCE OF 861.09 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 850.00 FEET, A CHORD BEARING OF NORTH 74°23'39" WEST, A CHORD LENGTH OF 200.68 FEET, THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°33'31" AN ARC LENGTH OF 201.14 FEET; THENCE RUN NORTH 67°36'54" WEST A DISTANCE OF 445.54 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 450.00 FEET, A CHORD BEARING OF NORTH 83°37'28" WEST, A CHORD LENGTH OF 248.22 FEET, THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°01'07" AN ARC LENGTH OF 251.47 FEET; THENCE RUN SOUTH 80°21'59" WEST A DISTANCE OF 112.52 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF SOUTH 40°31'36" WEST, A CHORD LENGTH OF 32.03 FEET, THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79°40'45" AN ARC LENGTH OF 34.77 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE RUN NORTH 00°41'14" EAST, ALONG SAID WEST LINE, A DISTANCE OF 239.45 FEET; THENCE DEPARTING SAID WEST LINE, RUN NORTH 66°27'18" EAST A DISTANCE OF 45.28 FEET; THENCE RUN SOUTH 76°23'46" EAST A DISTANCE OF 48.64 FEET; THENCE RUN SOUTH 81°43'18" EAST A DISTANCE OF 68.91 FEET; THENCE RUN SOUTH 74°02'14" EAST A DISTANCE OF 59.44 FEET; THENCE RUN SOUTH 65°24'46" EAST A DISTANCE OF 44.23 FEET; THENCE RUN NORTH 89°06'11" EAST A DISTANCE OF 251.02 FEET; THENCE RUN NORTH 23°47'41" EAST A DISTANCE OF 22.18 FEET; THENCE RUN NORTH 13°22'59" EAST A DISTANCE OF 27.94 FEET; THENCE RUN NORTH 13°21'56" WEST A DISTANCE OF 53.55 FEET; THENCE RUN NORTH 08°43'23" WEST A DISTANCE OF 44.86 FEET; THENCE RUN NORTH 02°26'12" WEST A DISTANCE OF 88.49 FEET; THENCE RUN NORTH 08°54'39" EAST A DISTANCE OF 34.45 FEET; THENCE RUN NORTH 28°46'09" EAST A DISTANCE OF 48.46 FEET; THENCE RUN NORTH 19°05'24" EAST A DISTANCE OF 64.30 FEET; THENCE RUN NORTH 05°04'34" WEST A DISTANCE OF 73.67 FEET; THENCE RUN NORTH 02°31'44" EAST A DISTANCE OF 61.57 FEET; THENCE RUN NORTH 14°14'41" EAST A DISTANCE OF 57.14 FEET; THENCE RUN NORTH 03°57'49" EAST A DISTANCE OF 133.09 FEET; THENCE RUN NORTH 08°48'02" EAST A DISTANCE OF 79.64 FEET; THENCE RUN NORTH 13°25'00" EAST A DISTANCE OF 70.88 FEET; THENCE RUN NORTH 45°12'52" EAST A DISTANCE OF 74.81 FEET; THENCE RUN NORTH 47°35'43" EAST A DISTANCE OF 71.67 FEET TO THE NORTH LINE OF GOVERNMENT LOT 5, ALSO BEING THE SOUTH LINE OF GOVERNMENT LOT 4 OF SAID SECTION 6; THENCE RUN NORTH 89°26'56" WEST, ALONG SAID NORTH AND SOUTH LINE, A DISTANCE OF 690.48 FEET TO THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 5, ALSO BEING THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 4; THENCE RUN NORTH 00°54'04" EAST, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 804.54 FEET TO THE SOUTH LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3466, PAGE 1626, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°27'50" EAST ALONG SAID SOUTH LINE A DISTANCE OF 1784.85 FEET TO THE EAST LINE OF SAID PROPERTY, ALSO BEING THE WEST LINE OF THE EAST 660

FEET OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE RUN NORTH 00°42'44" EAST ALONG SAID EAST LINE A DISTANCE OF 695.93 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°19'50" EAST A DISTANCE OF 760.00 FEET; THENCE RUN NORTH 00°42'44" EAST A DISTANCE OF 61.94 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 350.00 FEET, A CHORD BEARING OF NORTH 45°36'19" EAST, A CHORD LENGTH OF 494.05 FEET, THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°47'11" AN ARC LENGTH OF 548.47 FEET; THENCE RUN SOUTH 89°30'05" EAST A DISTANCE OF 365.22 FEET; THENCE RUN NORTH 00°15'26" WEST A DISTANCE OF 570.08 FEET; THENCE RUN NORTH 00°29'47" EAST A DISTANCE OF 30.00 FEET; THENCE RUN SOUTH 89°30'13" EAST A DISTANCE OF 368.15 FEET; THENCE RUN SOUTH 89°25'34" EAST A DISTANCE OF 613.65 FEET; THENCE RUN SOUTH 03°37'24" WEST A DISTANCE OF 30.04 FEET; THENCE RUN SOUTH 81°30'37" WEST A DISTANCE OF 55.35 FEET; THENCE RUN SOUTH 63°41'18" WEST A DISTANCE OF 72.73 FEET; THENCE RUN SOUTH 47°04'45" WEST A DISTANCE OF 72.73 FEET; THENCE RUN SOUTH 29°15'27" WEST A DISTANCE OF 72.73 FEET; THENCE RUN SOUTH 12°38'54" WEST A DISTANCE OF 72.73 FEET; THENCE RUN SOUTH 02°39'16" EAST A DISTANCE OF 50.33 FEET; THENCE RUN SOUTH 00°29'55" WEST A DISTANCE OF 285.00 FEET; THENCE RUN SOUTH 05°04'21" WEST A DISTANCE OF 20.00 FEET; THENCE RUN NORTH 84°55'39" WEST A DISTANCE OF 153.61 FEET; THENCE RUN NORTH 89°30'05" WEST A DISTANCE OF 80.28 FEET; THENCE RUN SOUTH 00°29'55" WEST A DISTANCE OF 100.00 FEET; THENCE RUN NORTH 89°30'05" WEST A DISTANCE OF 330.67 FEET; THENCE RUN SOUTH 00°29'55" WEST A DISTANCE OF 105.31 FEET; THENCE RUN SOUTH 09°07'44" EAST A DISTANCE OF 123.56 FEET; THENCE RUN SOUTH 06°53'30" EAST A DISTANCE OF 111.81 FEET; THENCE RUN SOUTH 05°46'56" EAST A DISTANCE OF 145.43 FEET; THENCE RUN SOUTH 09°40'33" EAST A DISTANCE OF 545.54 FEET; THENCE RUN SOUTH 40°24'53" EAST A DISTANCE OF 45.53 FEET; THENCE RUN SOUTH 00°24'17" WEST A DISTANCE OF 35.15 FEET; THENCE RUN SOUTH 28°21'47" EAST A DISTANCE OF 217.93 FEET; THENCE RUN SOUTH 44°50'49" EAST A DISTANCE OF 52.91 FEET; THENCE RUN SOUTH 50°21'26" WEST A DISTANCE OF 11.46 FEET; THENCE RUN NORTH 72°48'24" WEST A DISTANCE OF 64.73 FEET; THENCE RUN SOUTH 85°22'26" WEST A DISTANCE OF 45.18 FEET; THENCE RUN SOUTH 68°50'54" WEST A DISTANCE OF 28.79 FEET; THENCE RUN SOUTH 77°46'52" WEST A DISTANCE OF 37.58 FEET; THENCE RUN SOUTH 28°47'53" WEST A DISTANCE OF 18.86 FEET; THENCE RUN SOUTH 55°58'23" WEST A DISTANCE OF 42.30 FEET; THENCE RUN SOUTH 76°46'41" WEST A DISTANCE OF 35.56 FEET; THENCE RUN SOUTH 55°28'22" WEST A DISTANCE OF 52.54 FEET; THENCE RUN SOUTH 37°01'23" WEST A DISTANCE OF 37.87 FEET; THENCE RUN SOUTH 41°08'44" WEST A DISTANCE OF 74.53 FEET; THENCE RUN SOUTH 32°35'58" WEST A DISTANCE OF 45.04 FEET; THENCE RUN SOUTH 29°03'01" WEST A DISTANCE OF 54.88 FEET; THENCE RUN SOUTH 16°36'30" WEST A DISTANCE OF 11.37 FEET; THENCE RUN SOUTH 42°07'58" WEST A DISTANCE OF 31.83 FEET; THENCE RUN SOUTH 11°01'13" WEST A DISTANCE OF 6.70 FEET; THENCE RUN SOUTH 40°20'41" WEST A DISTANCE OF 41.87 FEET; THENCE RUN SOUTH 06°16'22" EAST A DISTANCE OF 37.37 FEET; THENCE RUN SOUTH 31°13'31" WEST A DISTANCE OF 16.19 FEET; THENCE RUN SOUTH 62°11'14" WEST A DISTANCE OF 15.45 FEET; THENCE RUN SOUTH 57°33'22" WEST A DISTANCE OF 24.02 FEET; THENCE RUN NORTH 82°41'38" WEST A DISTANCE OF 60.98 FEET; THENCE RUN SOUTH 66°47'51" WEST A DISTANCE OF 21.98 FEET; THENCE RUN SOUTH 84°40'21" WEST A DISTANCE OF 40.57 FEET; THENCE RUN SOUTH 87°43'22" WEST A DISTANCE OF 31.81 FEET; THENCE RUN SOUTH 81°08'56" WEST A DISTANCE OF 38.48 FEET; THENCE RUN SOUTH 46°53'51" WEST A DISTANCE OF 3.11 FEET; THENCE RUN NORTH 87°18'02" WEST A DISTANCE OF 72.60 FEET; THENCE RUN SOUTH 74°35'59" WEST A DISTANCE OF 68.01 FEET; THENCE RUN SOUTH 50°56'00" WEST A DISTANCE OF 25.15 FEET; THENCE RUN SOUTH 61°36'45" WEST A DISTANCE OF 80.61 FEET; THENCE RUN SOUTH 45°22'28" WEST A DISTANCE

OF 20.81 FEET; THENCE RUN SOUTH 58°44'46" WEST A DISTANCE OF 23.08 FEET; THENCE RUN SOUTH 52°49'19" WEST A DISTANCE OF 19.43 FEET; THENCE RUN SOUTH 49°03'42" WEST A DISTANCE OF 74.73 FEET; THENCE RUN SOUTH 35°42'25" WEST A DISTANCE OF 126.98 FEET; THENCE RUN SOUTH 16°37'02" WEST A DISTANCE OF 114.89 FEET; THENCE RUN SOUTH 11°06'23" EAST A DISTANCE OF 136.99 FEET; THENCE RUN SOUTH 06°54'33" EAST A DISTANCE OF 159.43 FEET; THENCE RUN SOUTH 37°03'23" EAST A DISTANCE OF 122.17 FEET; THENCE RUN SOUTH 26°45'42" EAST A DISTANCE OF 112.05 FEET; THENCE RUN SOUTH 11°25'45" WEST A DISTANCE OF 181.38 FEET; THENCE RUN SOUTH 23°22'00" WEST A DISTANCE OF 126.18 FEET; THENCE RUN SOUTH 33°32'12" WEST A DISTANCE OF 85.08 FEET; THENCE RUN SOUTH 15°19'22" WEST A DISTANCE OF 14.32 FEET; THENCE RUN SOUTH 62°41'43" WEST A DISTANCE OF 35.23 FEET; THENCE RUN SOUTH 47°54'16" WEST A DISTANCE OF 45.08 FEET; THENCE RUN SOUTH 41°37'56" WEST A DISTANCE OF 81.41 FEET; THENCE RUN SOUTH 53°11'30" WEST A DISTANCE OF 48.96 FEET; THENCE RUN SOUTH 24°34'10" WEST A DISTANCE OF 95.24 FEET; THENCE RUN SOUTH 04°48'32" EAST A DISTANCE OF 103.92 FEET; THENCE RUN SOUTH 01°00'01" EAST A DISTANCE OF 140.57 FEET; THENCE RUN SOUTH 02°06'52" WEST A DISTANCE OF 252.24 FEET; THENCE RUN SOUTH 01°09'59" WEST A DISTANCE OF 53.60 FEET; THENCE RUN SOUTH 00°43'44" EAST A DISTANCE OF 46.23 FEET; THENCE RUN SOUTH 01°55'54" EAST A DISTANCE OF 21.93 FEET; THENCE RUN SOUTH 02°54'35" EAST A DISTANCE OF 22.42 FEET; THENCE RUN SOUTH 19°00'47" EAST A DISTANCE OF 209.90 FEET; THENCE RUN SOUTH 35°07'50" EAST A DISTANCE OF 35.63 FEET; THENCE RUN SOUTH 28°21'24" EAST A DISTANCE OF 57.08 FEET; THENCE RUN SOUTH 25°32'25" EAST A DISTANCE OF 27.61 FEET; THENCE RUN SOUTH 34°30'02" EAST A DISTANCE OF 85.21 FEET; THENCE RUN SOUTH 61°36'20" EAST A DISTANCE OF 218.89 FEET; THENCE RUN SOUTH 17°01'46" EAST A DISTANCE OF 49.59 FEET; THENCE RUN SOUTH 03°36'53" WEST A DISTANCE OF 64.51 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 770.00 FEET, A CHORD BEARING OF NORTH 83°29'06" WEST, A CHORD LENGTH OF 77.93 FEET, THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°48'03" AN ARC LENGTH OF 77.96 FEET; THENCE RUN NORTH 80°35'04" WEST A DISTANCE OF 207.46 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 830.00 FEET, A CHORD BEARING OF NORTH 81°55'29" WEST, A CHORD LENGTH OF 38.83 FEET, THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°40'51" AN ARC LENGTH OF 38.84 FEET; THENCE RUN SOUTH 06°44'05" WEST A DISTANCE OF 80.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 750.00 FEET, A CHORD BEARING OF NORTH 86°25'51" WEST, A CHORD LENGTH OF 82.83 FEET, THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°19'52" AN ARC LENGTH OF 82.87 FEET; THENCE RUN NORTH 89°35'47" WEST A DISTANCE OF 27.95 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE RUN SOUTH 00°24'13" WEST ALONG SAID EAST LINE A DISTANCE OF 5.00 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE RUN NORTH 89°35'47" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 1770.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,972,788.33 SQUARE FEET, (228.94 ACRES), MORE OR LESS.

Exhibit B – Location Map

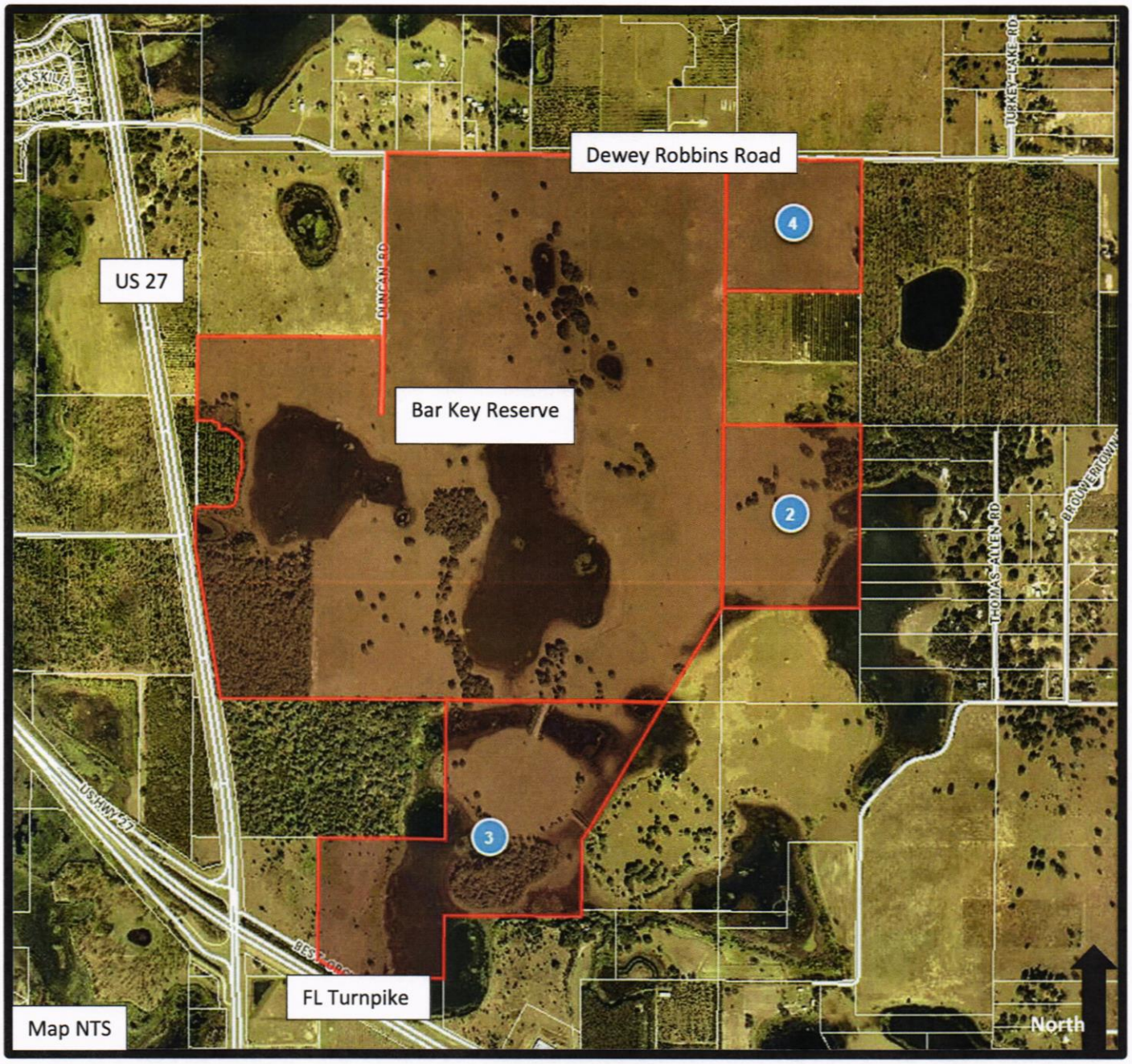


Exhibit C – Master Plan

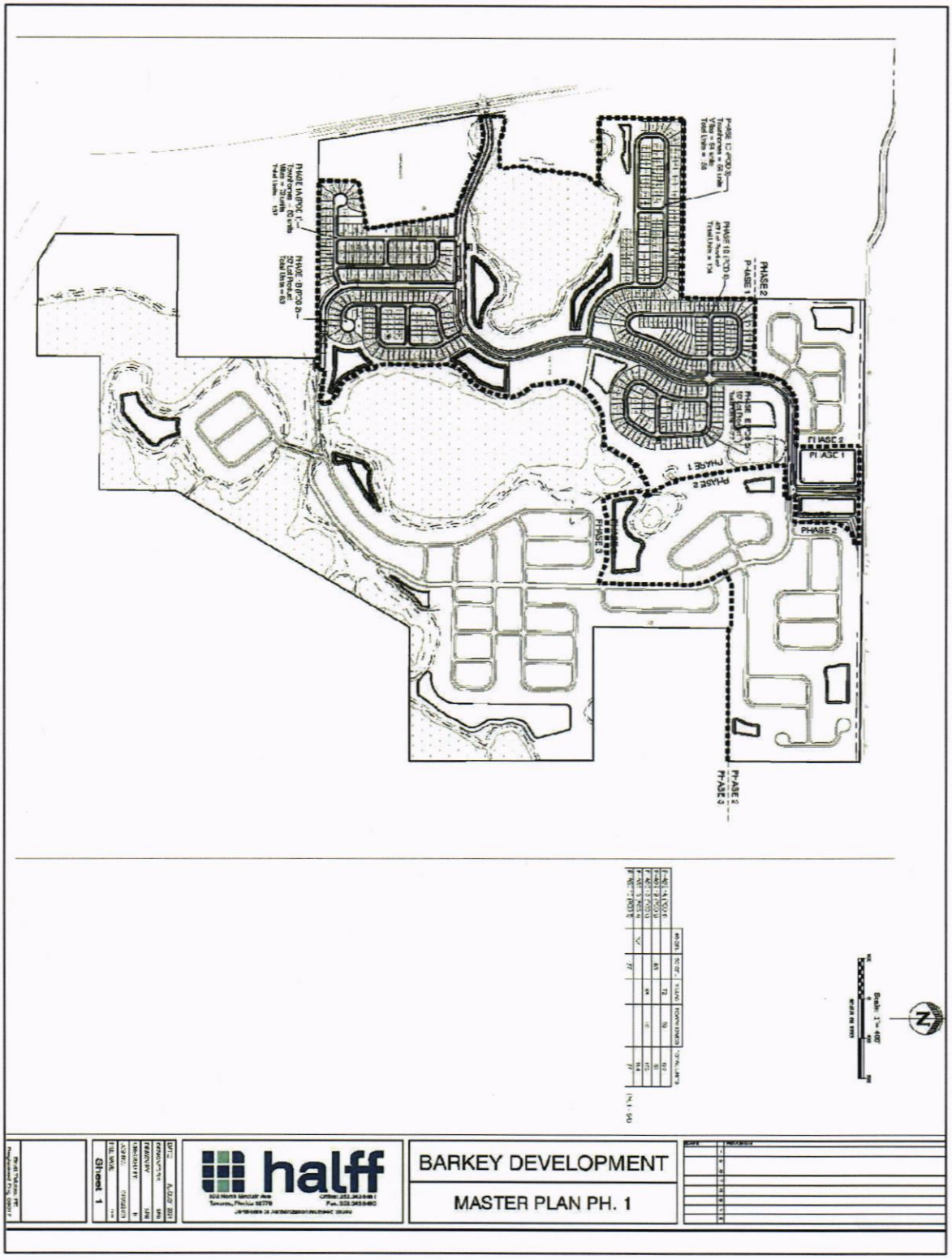


Exhibit D – Proportionate Share Mitigation Payment Form

Proportionate Share Mitigation Payment Form

Section 1	Proportionate Share Mitigation Information
LCS#:	2024-01
Project Title:	Bar Key Reserve Phase 1
Local Jurisdiction:	Leesburg
Parcel ID's/Alt Keys: (list all parcel identification numbers or alternate keys that apply to this agreement project boundaries)	1210259, 1780957, 3884286, 1302226
Permit Type: (Plat, preliminary plat or site plan, final subdivision plan, etc.)	Final Plat(s) or Final Site Plan(s)
Section 2	**Applicant Information** **(to be completed by Applicant for each payment)**
Date:	
Name:	
Company/Firm:	
Contact phone number:	
Email Address:	
Section 3	**Residential Development Project Information**
Plat/Site Plan Title: (as it appears on the document)	Bar Key Reserve Phase 1
Total Units:	556 SF
Unit Type: SF, MF, MH	Single-Family
Section 4	**Payment Information**
Payment Amount:	$
Mitigation Review Fee (if applicable):	N/A Previously paid
Total Amount of This Payment	$

LAKE COUNTY SCHOOLS

Instructions
Complete form and return with payment to: Lake County Schools Growth Planning Department – Attn: Helen LaValley 201 West Burleigh Boulevard Tavares, FL 32778 For more information contact Helen LaValley, Growth Planning Department at 352-253-6694 or by email at lavalleyh@lake.k12.fl.us

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.C.3.
Meeting Date:	October 28, 2024
From:	Corey Goepfert, (Gas Director)
Subject:	Resolutions authorizing the execution of Gas Service Agreements between the City of Leesburg and Aguia Marina, LLC, to the developments known as Terra Vista Phase 1, Terra Vista Phase 2, and Terra Vista Phase 3.

Staff Recommendation:
Staff recommends accepting and approving the Resolutions authorizing the Mayor and City Clerk to execute gas service agreements between the City of Leesburg and the Aguia Marina, LLC.

Analysis:
The City of Leesburg is agreeing to provide natural gas service to the Aguia Marina, LLC, for the developments known as Terra Vista-Phase 1, Terra Vista-Phase 2, and Terra Vista-Phase 3, pursuant to the terms of the Gas Service Agreements.

Procurement Analysis:
N/A

Options:
1. Adopt the Resolutions accepting and approving the Gas Service Agreements as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

RESOLUTION NO. _____

RESOLUTIONS OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A GAS SERVICE AGREEMENT BETWEEN THE CITY OF LEESBURG AND AGUIA MARINA, LLC, REGARDING OFFSITE DEVELOPMENT FOR THE PROVISION OF NATURAL GAS SERVICE TO THE DEVELOPMENTS KNOWN AS TERRA VISTA PHASE 1; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized and directed to execute a Gas Service Agreement between the City of Leesburg and Aguia Marina, LLC, whose address is P.O. Box 11374, San Juan, PR 00922-1374, regarding offsite development for the provision of natural gas service to the development known as Terra Vista-Phase 1.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 28th day of October 2024.

_____
Mayor

ATTEST:

_____
City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 9 day of September, 2024 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as "City"), and Aguia Marina, LLC PO Box 11374 San Juan, PR 00922-1374 (hereinafter jointly referred to as "Owner"), sometimes collectively referred to as "Party" or "Parties".

WITNESSETH:

WHEREAS, Owner is the current owner of the following real property located in Leesburg, Lake County, Florida (the "Property"):

See Schedule "A" attached hereto

Parcel Identification Number(s): 27-20-24-0004-000-01100, 34-20-24-0001-000-00100

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for "Terra Vista – Phase 1" (the "Development"); and

WHEREAS, Section 22-7 of the Code of Ordinances of the City of Leesburg, Florida, requires that Owner utilize natural gas in connection with development of the Property; and

WHEREAS, the City has agreed to provide natural gas service to the Property under the terms and conditions set forth below.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, City and Owner do agree as follows:

1. The City shall, subject to the provisions of this Agreement, supply natural gas service which shall include main, service and meter installations, to the Property. Owner shall be responsible for installing and connecting all natural gas appliances to the outlet of City gas meters. A map of the Development is attached hereto as Exhibit "B" and by reference is made a part hereof. City shall provide such natural gas service from the supply line, including the gas meter.

2. Owner shall ensure that not less than eighty percent (80%) of the planned (120) units within the Development are equipped with:

A. A natural gas water heater, and a natural gas furnace or Hydro-heat; or

B. A natural gas water heater, and natural gas stove, and natural gas dryer.

3. The Parties understand that the City is relying upon the assurances from Owner as the primary consideration for the execution of this Agreement.

4. The Owner is obligated to pay the full cost of the infrastructure required to serve the Property and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The Owner's estimated costs of the infrastructure to be funded by Owner as set forth below, is Three Hundred Ninety Three Thousand Six Hundred and Five dollars and Seventy cents ($393,605.70). Fifteen (15) days prior to construction, Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development and Property.

5. The City will contract for, or at its option, have done by in house personnel, the actual installation of the infrastructure. The City will follow all legal requirements for bidding and award of the contract. If at any time the City reasonably anticipates that the cost of construction will exceed the original estimate, it shall notify Owner in writing as soon as practicable. In turn, Owner shall within 15 days of such notice, place into the escrow account an amount sufficient to cover the increased costs of the construction. If Owner fails to place the additional funds into the escrow account, the City at its option may halt construction of the infrastructure until Owner deposits the additional funds, together with any other costs incurred as a result of the cessation of construction, into the escrow account.

6. The City shall both own and maintain the natural gas system on the Property up to and including the natural gas meter. The natural gas system from the outlet of the gas meter to the appliance utilizing the natural gas shall be maintained by the Owner and Owner's heirs, successors, or assigns. Notwithstanding anything to the contrary contained herein, to the extent the natural gas system owned and

maintained by the City or any part thereof is damaged as a result of the acts, conduct, or failure to act of Owner and/or Owner's agents, employees, representatives, members, managers, shareholders, officers, directors, tenants, contractors, laborers, or material suppliers, or in the event of any deviation from standard service to any existing or proposed natural gas infrastructure occurs, then Owner shall be responsible for paying for all costs, charges, and expenses whatsoever associated with any repairs, reconstruction, and replacements to the natural gas system, including but not limited to, all costs of gas loss resulting from the damage.

7. The Owner shall grant to the City all easements needed to install, operate, maintain, repair, and replace the natural gas pipelines on the Property, including minimum five foot (5') side lot easements, and shall dedicate or otherwise convey those easements to the perpetual use of the City and its successors in interest for the purpose of laying, installing, operating, maintaining, repairing and replacing the natural gas pipelines. In addition, the Owner shall provide a location and easement, agreed to by the City for the purpose of installation, maintenance, repair, and replacement of any necessary regulator stations and all associated equipment on the Property.

8. The Owner shall locate natural gas service meters on the side of each building in a manner to allow for two buildings to be serviced by one service line wherever possible. The City may require that these services be located on the same side of the building as the electric or water service.

9. The City shall bear responsibility for installing all gas piping and other gas infrastructure, up to and including the meters, necessary to supply the natural gas service reflected in this Agreement. Owner and City will share trench space, which will be dug by the Owner's water and or electric utility contractor at no charge to the City. Each unit within the Development will be individually metered.

10. The City shall provide, when requested, individual residential unit hookups to the natural gas system within the Development. The City shall ensure that such service is provided at the same rates and on the same terms as those provided to other natural gas customers of the City within a comparable

service area. The Parties understand that any and all hookup fees, meter charges and impact fees shall be paid by the residential customers at the time service is hooked up to the home.

11. Owner agrees to pay any and all costs that City incurs in the collection of any unpaid reimbursement fees from Owner, including reasonable attorney's fees and court costs and any attorney fees and costs for appellate proceedings, efforts to collect any judgment entered in favor of the City, and in any proceedings in receivership, bankruptcy or insolvency.

12. If the developer fails to pay the funds required under this Agreement or otherwise defaults under the terms of this agreement, the City is not obligated to install the natural gas infrastructure in the development, may discontinue installation and may terminate this Agreement. In addition, the City may suspend issuance of any and all permits for construction on the Property or within the Development until such time as Owner has paid the amount due and the natural gas service Agreement has been reinstated.

13. The Parties agree that the laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. The parties agree that in the event of any litigation arising out of or otherwise related to this Agreement, venue shall lie only in a state court of competent jurisdiction in Lake County, Florida.

14. The Parties understand and agree that this Agreement sets forth the entire understanding between the parties and supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished thereby, except to the extent they are specifically set forth herein. Each party warrants, for the benefit and reliance of the other, that it has not entered into this Agreement in reliance on or on the basis of any promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument, and the parties mutually waive and disclaim any and all rights, remedies and causes of action which may otherwise exist, based wholly or partly on any such

promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument.

15. This Agreement may be assigned to any successor of the Owner, but only with prior, written consent from the City. However, this Agreement may not be partially assigned, or assigned separately from title to all remaining lots not yet transferred to third parties intending to use the lot for personal residential purposes.

16. The Parties understand and agree that this Agreement may not be amended orally, by implication, by course of conduct, or in any manner other than by way of a written instrument approved by the Leesburg City Commission and duly executed by both parties hereto.

17. This Agreement is binding on and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date herein above written.

CITY OF LEESBURG

BY: _____
James A. Burry, Jr., Mayor

ATTEST:

_____
City Clerk

Approved as to form and content:

_____
City Attorney

BY: _____
Authorized Representative of Developer

Print Name: Andrew Orosz

Title: VP

Schedule "A"

27-20-24-0004-000-01100, 34-20-24-0001-000-00100

LEGAL DESCRIPTION:

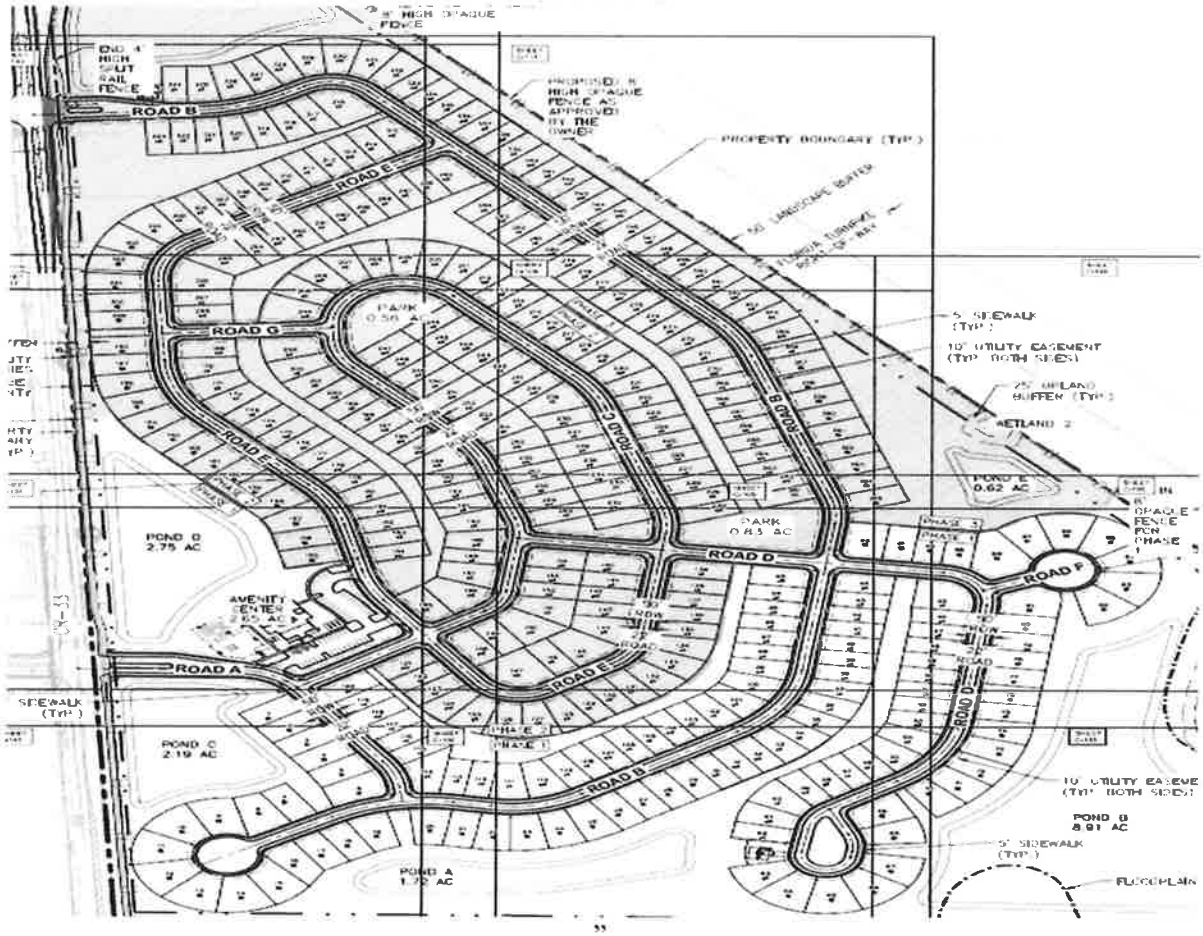
PARCEL I:

THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 24, EAST, IN LAKE COUNTY, FLORIDA, LYING EAST OF STATE ROAD 33 AND SOUTH OF THE FLORIDA STATE TURNPIKE. LESS AND EXCEPT THAT PORTION OF THE ABOVE DESCRIBED PROPERTY CONVEYED TO THE FLORIDA STATE TURNPIKE AUTHORITY BY DEED RECORDED O.R. BOOK 211, PAGE 143, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL II:

THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 24, EAST, IN LAKE COUNTY, FLORIDA, LYING EAST OF STATE ROAD 33 AND SOUTH OF THE FLORIDA STATE TURNPIKE. LESS AND EXCEPT THAT PORTION OF THE ABOVE DESCRIBED PROPERTY CONVEYED TO THE FLORIDA STATE TURNPIKE AUTHORITY BY DEED RECORDED O.R. BOOK 211, PAGE 143, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

Schedule "B


ROAD B
ROAD E
ROAD G
ROAD C
ROAD D
ROAD F
ROAD A
PARK
POND D
2.75 AC
POND C
2.19 AC
POND E
0.62 AC
POND B
8.91 AC
POND A
PROPERTY BOUNDARY (TYP)
5' SIDEWALK (TYP)
10' UTILITY EASEMENT (TYP BOTH SIDES)
WETLAND 2
FLOODPLAIN

RESOLUTION NO. _____

RESOLUTIONS OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A GAS SERVICE AGREEMENT BETWEEN THE CITY OF LEESBURG AND AGUIA MARINA, LLC, REGARDING OFFSITE DEVELOPMENT FOR THE PROVISION OF NATURAL GAS SERVICE TO THE DEVELOPMENTS KNOWN AS TERRA VISTA PHASE 2; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized and directed to execute a Gas Service Agreement between the City of Leesburg and Aguia Marina, LLC, whose address is P.O. Box 11374, San Juan, PR 00922-1374, regarding offsite development for the provision of natural gas service to the development known as Terra Vista Phase 2.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 28th day of October 2024.

_____
Mayor

ATTEST:

_____
City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 9 day of September, 2024 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as "City"), and Aguia Marina, LLC PO Box 11374 San Juna, PR 00922-1374 (hereinafter jointly referred to as "Owner"), sometimes collectively referred to as "Party" or "Parties".

WITNESSETH:

WHEREAS, Owner is the current owner of the following real property located in Leesburg, Lake County, Florida (the "Property"):

See Schedule "A" attached hereto

Parcel Identification Number(s): 27-20-24-0004-000-01100, 34-20-24-0001-000-00100

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for "Terra Vista Phase 2" (the "Development"); and

WHEREAS, Section 22-7 of the Code of Ordinances of the City of Leesburg, Florida, requires that Owner utilize natural gas in connection with development of the Property; and

WHEREAS, the City has agreed to provide natural gas service to the Property under the terms and conditions set forth below.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, City and Owner do agree as follows:

1. The City shall, subject to the provisions of this Agreement, supply natural gas service which shall include main, service and meter installations, to the Property. Owner shall be responsible for installing and connecting all natural gas appliances to the outlet of City gas meters. A map of the Development is attached hereto as Exhibit "B" and by reference is made a part hereof. City shall provide such natural gas service from the supply line, including the gas meter.

2. Owner shall ensure that not less than eighty percent (80%) of the planned (140) units within the Development are equipped with:

A. A natural gas water heater, and a natural gas furnace or Hydro-heat; or

B. A natural gas water heater, and natural gas stove, and natural gas dryer.

3. The Parties understand that the City is relying upon the assurances from Owner as the primary consideration for the execution of this Agreement.

4. The Owner is obligated to pay the full cost of the infrastructure required to serve the Property and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The Owner's estimated costs of the infrastructure to be funded by Owner as set forth below, is Three Hundred Seventy Nine Thousand Eight Hundred Eighty Three dollars and Eighteen cents ($379,883.18). Fifteen (15) days prior to construction, Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development and Property.

5. The City will contract for, or at its option, have done by in house personnel, the actual installation of the infrastructure. The City will follow all legal requirements for bidding and award of the contract. If at any time the City reasonably anticipates that the cost of construction will exceed the original estimate, it shall notify Owner in writing as soon as practicable. In turn, Owner shall within 15 days of such notice, place into the escrow account an amount sufficient to cover the increased costs of the construction. If Owner fails to place the additional funds into the escrow account, the City at its option may halt construction of the infrastructure until Owner deposits the additional funds, together with any other costs incurred as a result of the cessation of construction, into the escrow account.

6. The City shall both own and maintain the natural gas system on the Property up to and including the natural gas meter. The natural gas system from the outlet of the gas meter to the appliance utilizing the natural gas shall be maintained by the Owner and Owner's heirs, successors, or assigns. Notwithstanding anything to the contrary contained herein, to the extent the natural gas system owned and

maintained by the City or any part thereof is damaged as a result of the acts, conduct, or failure to act of Owner and/or Owner's agents, employees, representatives, members, managers, shareholders, officers, directors, tenants, contractors, laborers, or material suppliers, or in the event of any deviation from standard service to any existing or proposed natural gas infrastructure occurs, then Owner shall be responsible for paying for all costs, charges, and expenses whatsoever associated with any repairs, reconstruction, and replacements to the natural gas system, including but not limited to, all costs of gas loss resulting from the damage.

7. The Owner shall grant to the City all easements needed to install, operate, maintain, repair, and replace the natural gas pipelines on the Property, including minimum five foot (5') side lot easements, and shall dedicate or otherwise convey those easements to the perpetual use of the City and its successors in interest for the purpose of laying, installing, operating, maintaining, repairing and replacing the natural gas pipelines. In addition, the Owner shall provide a location and easement, agreed to by the City for the purpose of installation, maintenance, repair, and replacement of any necessary regulator stations and all associated equipment on the Property.

8. The Owner shall locate natural gas service meters on the side of each building in a manner to allow for two buildings to be serviced by one service line wherever possible. The City may require that these services be located on the same side of the building as the electric or water service.

9. The City shall bear responsibility for installing all gas piping and other gas infrastructure, up to and including the meters, necessary to supply the natural gas service reflected in this Agreement. Owner and City will share trench space, which will be dug by the Owner's water and or electric utility contractor at no charge to the City. Each unit within the Development will be individually metered.

10. The City shall provide, when requested, individual residential unit hookups to the natural gas system within the Development. The City shall ensure that such service is provided at the same rates and on the same terms as those provided to other natural gas customers of the City within a comparable

service area. The Parties understand that any and all hookup fees, meter charges and impact fees shall be paid by the residential customers at the time service is hooked up to the home.

11. Owner agrees to pay any and all costs that City incurs in the collection of any unpaid reimbursement fees from Owner, including reasonable attorney's fees and court costs and any attorney fees and costs for appellate proceedings, efforts to collect any judgment entered in favor of the City, and in any proceedings in receivership, bankruptcy or insolvency.

12. If the developer fails to pay the funds required under this Agreement or otherwise defaults under the terms of this agreement, the City is not obligated to install the natural gas infrastructure in the development, may discontinue installation and may terminate this Agreement. In addition, the City may suspend issuance of any and all permits for construction on the Property or within the Development until such time as Owner has paid the amount due and the natural gas service Agreement has been reinstated.

13. The Parties agree that the laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. The parties agree that in the event of any litigation arising out of or otherwise related to this Agreement, venue shall lie only in a state court of competent jurisdiction in Lake County, Florida.

14. The Parties understand and agree that this Agreement sets forth the entire understanding between the parties and supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished thereby, except to the extent they are specifically set forth herein. Each party warrants, for the benefit and reliance of the other, that it has not entered into this Agreement in reliance on or on the basis of any promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument, and the parties mutually waive and disclaim any and all rights, remedies and causes of action which may otherwise exist, based wholly or partly on any such

promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument.

15. This Agreement may be assigned to any successor of the Owner, but only with prior, written consent from the City. However, this Agreement may not be partially assigned, or assigned separately from title to all remaining lots not yet transferred to third parties intending to use the lot for personal residential purposes.

16. The Parties understand and agree that this Agreement may not be amended orally, by implication, by course of conduct, or in any manner other than by way of a written instrument approved by the Leesburg City Commission and duly executed by both parties hereto.

17. This Agreement is binding on and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date herein above written.

CITY OF LEESBURG

BY: _____
James A. Burry, Jr., Mayor

ATTEST:

_____
City Clerk

Approved as to form and content:

_____
City Attorney

BY: _____
Authorized Representative of Developer

Print Name: Andrew Grosz

Title: VP

Schedule "A"

27-20-24-0004-000-01100
34-20-24-0001-000-00100

LEGAL DESCRIPTION:

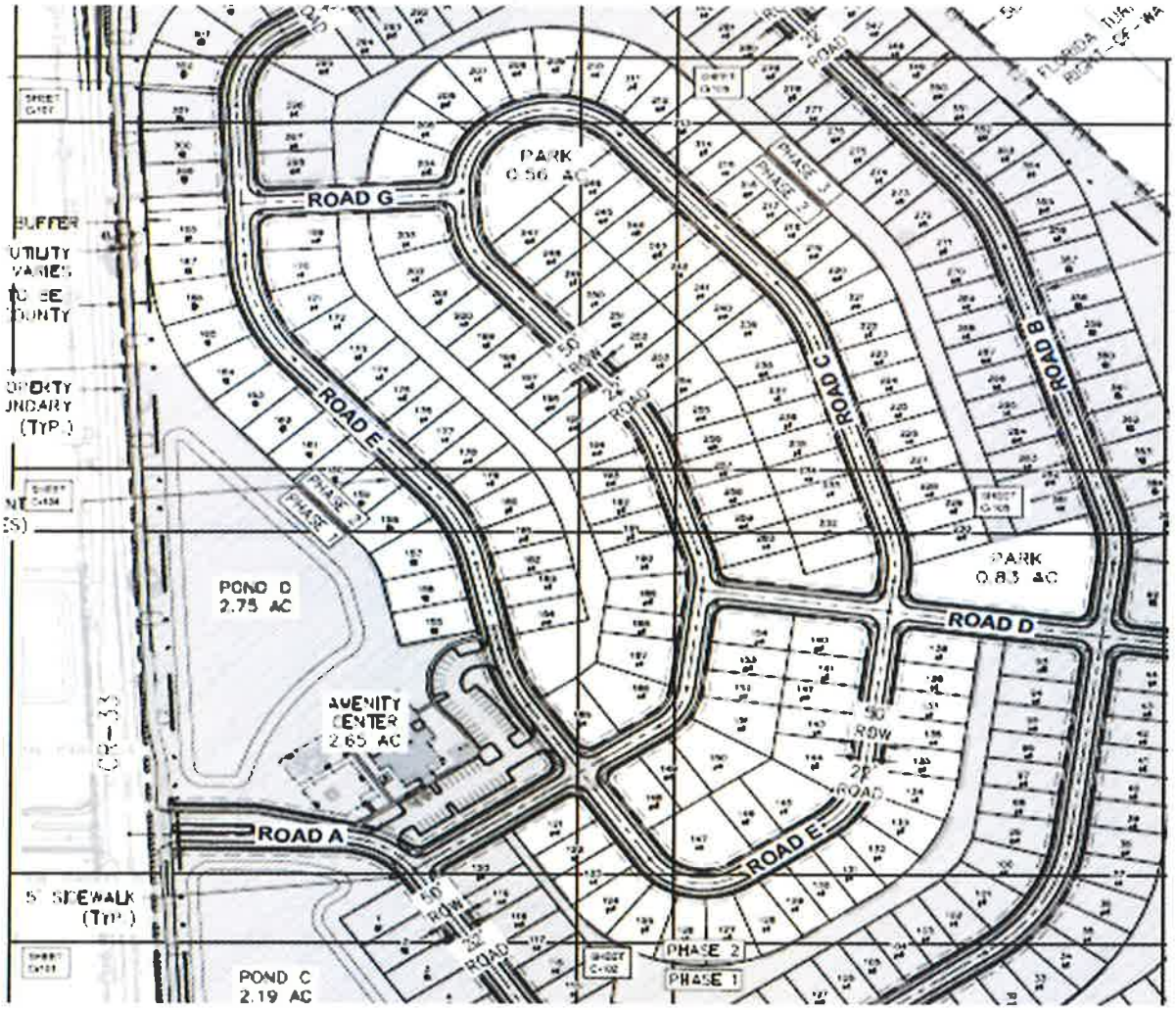
PARCEL I:

THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 24, EAST, IN LAKE COUNTY, FLORIDA, LYING EAST OF STATE ROAD 33 AND SOUTH OF THE FLORIDA STATE TURNPIKE. LESS AND EXCEPT THAT PORTION OF THE ABOVE DESCRIBED PROPERTY CONVEYED TO THE FLORIDA STATE TURNPIKE AUTHORITY BY DEED RECORDED O.R. BOOK 211, PAGE 143, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL II:

THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 24, EAST, IN LAKE COUNTY, FLORIDA, LYING EAST OF STATE ROAD 33 AND SOUTH OF THE FLORIDA STATE TURNPIKE. LESS AND EXCEPT THAT PORTION OF THE ABOVE DESCRIBED PROPERTY CONVEYED TO THE FLORIDA STATE TURNPIKE AUTHORITY BY DEED RECORDED O.R. BOOK 211, PAGE 143, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

Schedule "B"


ROAD G
PARK
0.56 AC
ROAD E
ROAD C
ROAD B
PHASE 3
PHASE 2
PHASE 1
POND D
2.75 AC
AVENITY
CENTER
2.65 AC
PARK
0.83 AC
ROAD D
ROAD A
ROAD E
POND C
2.19 AC
PHASE 2
PHASE 1

RESOLUTION NO. _____

RESOLUTIONS OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A GAS SERVICE AGREEMENT BETWEEN THE CITY OF LEESBURG AND AGUIA MARINA, LLC, REGARDING OFFSITE DEVELOPMENT FOR THE PROVISION OF NATURAL GAS SERVICE TO THE DEVELOPMENTS KNOWN AS TERRA VISTA PHASE 3; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized and directed to execute a Gas Service Agreement between the City of Leesburg and Aguia Marina, LLC, whose address is P.O. Box 11374, San Juan, PR 00922-1374, regarding offsite development for the provision of natural gas service to the development known as Terra Vista Phase 3.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 28th day of October 2024.

_____
Mayor

ATTEST:

_____
City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 9 day of September, 2024 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as "City"), and Aguia Marina, LLC PO Box 11374 San Juna, PR 00922-1374 (hereinafter jointly referred to as "Owner"), sometimes collectively referred to as "Party" or "Parties".

WITNESSETH:

WHEREAS, Owner is the current owner of the following real property located in Leesburg, Lake County, Florida (the "Property"):

See Schedule "A" attached hereto

Parcel Identification Number(s): 27-20-24-0004-000-01100, 34-20-24-0001-000-00100

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for "Terra Vista Phase 3" (the "Development"); and

WHEREAS, Section 22-7 of the Code of Ordinances of the City of Leesburg, Florida, requires that Owner utilize natural gas in connection with development of the Property; and

WHEREAS, the City has agreed to provide natural gas service to the Property under the terms and conditions set forth below.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, City and Owner do agree as follows:

1. The City shall, subject to the provisions of this Agreement, supply natural gas service which shall include main, service and meter installations, to the Property. Owner shall be responsible for installing and connecting all natural gas appliances to the outlet of City gas meters. A map of the Development is attached hereto as Exhibit "B" and by reference is made a part hereof. City shall provide such natural gas service from the supply line, including the gas meter.

2. Owner shall ensure that not less than eighty percent (80%) of the planned (105) units within the Development are equipped with:

A. A natural gas water heater, and a natural gas furnace or Hydro-heat; or

B. A natural gas water heater, and natural gas stove, and natural gas dryer.

3. The Parties understand that the City is relying upon the assurances from Owner as the primary consideration for the execution of this Agreement.

4. The Owner is obligated to pay the full cost of the infrastructure required to serve the Property and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The Owner's estimated costs of the infrastructure to be funded by Owner as set forth below, is Two Hundred Fifty Eight Thousand Three Hundred Fifty Seven dollars and Forty Six cents ($258,357.46). Fifteen (15) days prior to construction, Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development and Property.

5. The City will contract for, or at its option, have done by in house personnel, the actual installation of the infrastructure. The City will follow all legal requirements for bidding and award of the contract. If at any time the City reasonably anticipates that the cost of construction will exceed the original estimate, it shall notify Owner in writing as soon as practicable. In turn, Owner shall within 15 days of such notice, place into the escrow account an amount sufficient to cover the increased costs of the construction. If Owner fails to place the additional funds into the escrow account, the City at its option may halt construction of the infrastructure until Owner deposits the additional funds, together with any other costs incurred as a result of the cessation of construction, into the escrow account.

6. The City shall both own and maintain the natural gas system on the Property up to and including the natural gas meter. The natural gas system from the outlet of the gas meter to the appliance utilizing the natural gas shall be maintained by the Owner and Owner's heirs, successors, or assigns. Notwithstanding anything to the contrary contained herein, to the extent the natural gas system owned and

maintained by the City or any part thereof is damaged as a result of the acts, conduct, or failure to act of Owner and/or Owner's agents, employees, representatives, members, managers, shareholders, officers, directors, tenants, contractors, laborers, or material suppliers, or in the event of any deviation from standard service to any existing or proposed natural gas infrastructure occurs, then Owner shall be responsible for paying for all costs, charges, and expenses whatsoever associated with any repairs, reconstruction, and replacements to the natural gas system, including but not limited to, all costs of gas loss resulting from the damage.

7. The Owner shall grant to the City all easements needed to install, operate, maintain, repair, and replace the natural gas pipelines on the Property, including minimum five foot (5') side lot easements, and shall dedicate or otherwise convey those easements to the perpetual use of the City and its successors in interest for the purpose of laying, installing, operating, maintaining, repairing and replacing the natural gas pipelines. In addition, the Owner shall provide a location and easement, agreed to by the City for the purpose of installation, maintenance, repair, and replacement of any necessary regulator stations and all associated equipment on the Property.

8. The Owner shall locate natural gas service meters on the side of each building in a manner to allow for two buildings to be serviced by one service line wherever possible. The City may require that these services be located on the same side of the building as the electric or water service.

9. The City shall bear responsibility for installing all gas piping and other gas infrastructure, up to and including the meters, necessary to supply the natural gas service reflected in this Agreement. Owner and City will share trench space, which will be dug by the Owner's water and or electric utility contractor at no charge to the City. Each unit within the Development will be individually metered.

10. The City shall provide, when requested, individual residential unit hookups to the natural gas system within the Development. The City shall ensure that such service is provided at the same rates and on the same terms as those provided to other natural gas customers of the City within a comparable

service area. The Parties understand that any and all hookup fees, meter charges and impact fees shall be paid by the residential customers at the time service is hooked up to the home.

11. Owner agrees to pay any and all costs that City incurs in the collection of any unpaid reimbursement fees from Owner, including reasonable attorney's fees and court costs and any attorney fees and costs for appellate proceedings, efforts to collect any judgment entered in favor of the City, and in any proceedings in receivership, bankruptcy or insolvency.

12. If the developer fails to pay the funds required under this Agreement or otherwise defaults under the terms of this agreement, the City is not obligated to install the natural gas infrastructure in the development, may discontinue installation and may terminate this Agreement. In addition, the City may suspend issuance of any and all permits for construction on the Property or within the Development until such time as Owner has paid the amount due and the natural gas service Agreement has been reinstated.

13. The Parties agree that the laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. The parties agree that in the event of any litigation arising out of or otherwise related to this Agreement, venue shall lie only in a state court of competent jurisdiction in Lake County, Florida.

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promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument.

15. This Agreement may be assigned to any successor of the Owner, but only with prior, written consent from the City. However, this Agreement may not be partially assigned, or assigned separately from title to all remaining lots not yet transferred to third parties intending to use the lot for personal residential purposes.

16. The Parties understand and agree that this Agreement may not be amended orally, by implication, by course of conduct, or in any manner other than by way of a written instrument approved by the Leesburg City Commission and duly executed by both parties hereto.

17. This Agreement is binding on and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date herein above written.

CITY OF LEESBURG

BY: _____
James A. Burry, Jr., Mayor

ATTEST:

_____
City Clerk

Approved as to form and content:

_____
City Attorney

BY: _____
Authorized Representative of Developer

Print Name: Andrew Orosz

Title: VP

Schedule "A"

27-20-24-0004-000-01100
34-20-24-0001-000-00100

LEGAL DESCRIPTION:

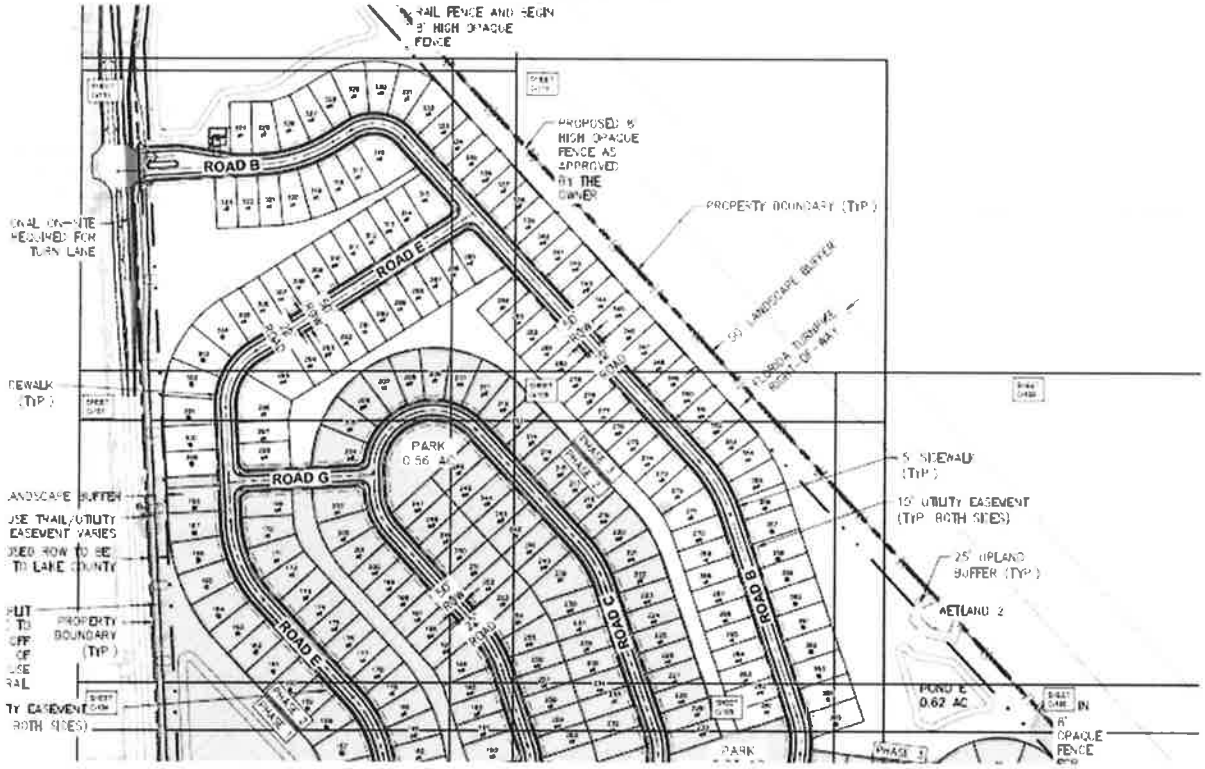
PARCEL I:

THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 24, EAST, IN LAKE COUNTY, FLORIDA, LYING EAST OF STATE ROAD 33 AND SOUTH OF THE FLORIDA STATE TURNPIKE. LESS AND EXCEPT THAT PORTION OF THE ABOVE DESCRIBED PROPERTY CONVEYED TO THE FLORIDA STATE TURNPIKE AUTHORITY BY DEED RECORDED O.R. BOOK 211, PAGE 143, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL II:

THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 24, EAST, IN LAKE COUNTY, FLORIDA, LYING EAST OF STATE ROAD 33 AND SOUTH OF THE FLORIDA STATE TURNPIKE. LESS AND EXCEPT THAT PORTION OF THE ABOVE DESCRIBED PROPERTY CONVEYED TO THE FLORIDA STATE TURNPIKE AUTHORITY BY DEED RECORDED O.R. BOOK 211, PAGE 143, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

Schedule "B"


ROAD B
ROAD E
ROAD G
ROAD C
PARK
0.56 AC
PROPOSED 6' HIGH OPAQUE FENCE AS APPROVED BY THE OWNER
PROPERTY BOUNDARY (TYP)
50' LANDSCAPE BUFFER
FLORIDA TURNPIKE RIGHT-OF-WAY
5' SIDEWALK (TYP)
10' UTILITY EASEMENT (TYP BOTH SIDES)
25' UPLAND BUFFER (TYP)
WETLAND 2
POND E
0.62 AC
6' OPAQUE FENCE
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City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.C.4.
Meeting Date:	October 28, 2024
From:	Al Minner, (City Manager)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Civic Organization Funding Agreement for Fiscal Year 2024-25 with Leesburg Cemeteries, Inc.; and providing an effective date.

Staff Recommendation:
Staff recommends execution of the agreement with Leesburg Cemeteries for $161,760.00 for Fiscal Year 2024-25 civic grant funding.

Analysis:
Historically, Leesburg Cemeteries, Inc. has been included as part of the City of Leesburg's overall civic grant funding approval process. Several years ago, at the direction of the City Commission, this funding was moved and is now specifically included in its own line in the budget. The funding is used to provide upkeep and maintenance at both Lone Oak and Shady Oak cemeteries.

The fiscal year 2024-25 budget includes funding for Leesburg Cemeteries, Inc. in the amount of $161,760.00. This is the same amount that was awarded last year and includes a $15,000.00 utility credit as noted in Section 1 of the agreement.

Procurement Analysis:
N/A

Options:
1. Approve the Civic Organization Funding Agreement with Leesburg Cemeteries, Inc.; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:
A total of $161,760 ($146,760 plus utility credit of $15,000) is included in the fiscal year 2024-25 budget for this purpose.

Account No.	046-6088-534-8215
Budget	$161,760
Available	$161,760

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CIVIC ORGANIZATION FUNDING AGREEMENT FOR FISCAL YEAR 2024-25 WITH LEESBURG CEMETERIES, INC.; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

WHEREAS, it is permissible for cities to make contributions to non-profit corporations where the contributions further a public purpose; and

WHEREAS, Leesburg Cemeteries, Inc., is seeking contributions from the City of Leesburg to help provide a public service to City residents; and

WHEREAS, in the past there have been formal executed agreements between the City of Leesburg and agencies receiving such contributions; and

WHEREAS, the City of Leesburg desires to continue having such agreements with the various agencies which receive annual contributions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk of the City of Leesburg are hereby authorized and directed to execute the Civic Organization Funding Agreement between the City of Leesburg and the entity listed above for the amount listed in the contract.

THAT this resolution shall take effect immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida at its regular meeting held on the 28th day of October 2024.

_____
Mayor

ATTEST:

_____
City Clerk

CIVIC ORGANIZATION FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and the Leesburg Cemeteries, Inc., a not-for-profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

THAT, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

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

Section 1. City Obligations. City agrees to provide the Agency with a **$161,760.00** funding contribution in fiscal year 2024/2025. The agency will receive quarterly installments of $36,690.00. City also agrees to provide a maximum of $15,000.00 to Agency as credit to utility bills for Customer ID Number 337195 and the following three (3) location ID Numbers 511490, 593310 and 429590 in the amounts of $2,400.00, $1,800.00 and $10,800.00 respectively.

Section 2. Agency Obligations. Agency shall be responsible for providing the City with the most IRS Form 990 and quarterly financial statements (profit and loss), along with activity reports showing the uses for which the City's contribution was expended. The financial statements shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and activity reports are received.

Section 3. Use of Funds. Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Provide maintenance and upkeep of the Lone Oak and Shady Oak cemeteries.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

Section 4. Lapse. In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one-year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

Section 5. Duration of Agreement. This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future

funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

Section 6. Modifications. No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

Section 7. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

By:_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form and content:

_____
City Attorney

Org name Leesburg Cemeteries, Inc.

By: Tracy M

Printed Name: Tracy Metcalf

Title: Exective Director

Mailing Address: 306 Thomas Ave
Leesburg, Florida 34748

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.C.5.
Meeting Date:	October 28, 2024
From:	Andi Purvis, (City Clerk)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from DNA Realty Trust, LLC, joined by Chestnut Equity Partners, LLC; and providing an effective date.

Staff Recommendation:
Staff recommends accepting and approving the Resolution accepting a Utility Easement from DNA Realty Trust, LLC, and Joinder and Consent to Utility Easement from Chestnut Equity Partners, LLC.

Analysis:
DNA Realty Trust, LLC is granting a Utility Easement to the City of Leesburg, Florida on the property described in the document. The property owner's lender has signed a joinder and consent to the utility easement.

Procurement Analysis:
N/A

Options:
1. Adopt the Resolution accepting and approving the Utility Easement as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
None

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT AFFECTING THE PROPERTY DESCRIBED THEREIN FROM DNA REALTY TRUST, LLC, JOINED BY CHESTNUT EQUITY PARTNERS, LLC; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Utility Easement granted to the City of Leesburg by DNA Realty Trust, LLC, joined by Chestnut Equity Partners, LLC, is hereby accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 28th day of October 2024.

_____
Mayor

ATTEST:

_____
City Clerk

Prepared by/return to:
Jennifer M. Cotch, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, Florida 32757

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("**Easement**") is hereby granted by **DNA REALTY TRUST, LLC,** a Florida limited liability company, whose mailing address is Post Office Box 7878, Gainesville, GA 30504, and **CHESTNUT EQUITY PARTNERS, LLC,** a Florida limited liability company, whose mailing address is Post Office Box 7878, Gainesville, GA 30504 (collectively "**GRANTORS,**") to **THE CITY OF LEESBURG, FLORIDA,** a Florida municipal corporation, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

WITNESSETH:

THAT GRANTORS, for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE,** its successors and assigns forever, a perpetual non-exclusive easement for the construction, installation, alteration, operation, repair, maintenance, and replacement of utility improvements, including but not limited to water, wastewater, reclaimed water lines, natural gas and electricity and related facilities (the "**Facilities**"), over, under, upon, across, through and within the following described lands in Lake County, Florida, and referred to hereinafter as the "**Easement Area**" to wit:

SEE THE SKETCH OF DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

The easement rights specifically include: (a) the right of perpetual ingress and egress to patrol, inspect, alter, improve, construct, repair, maintain, rebuild, relocate, remove and provide access and service to the Facilities; (b) the right to decrease or increase, or to change the quantity and type of, the Facilities; (c) the right to clear the Easement Area of trees, limbs, undergrowth, and other physical objects (regardless of the location of such trees, limbs, undergrowth and other objects) which, in the opinion of Grantee, endanger or interfere with the safe and efficient installation, operation, or maintenance of the Facilities; and (e) all other rights and privileges reasonably necessary or convenient for the safe and efficient installation, operation, and maintenance of the facilities and for the enjoyment and use of such Easement for the purposes described above. Such easement rights shall include any temporary construction easement over and across such property as is necessary to the proper use and enjoyment of any right granted herein.

GRANTORS shall not erect, construct, or create any buildings, structures, or obstacles within the Easement Area that interfere with **GRANTEE'S** rights as described herein or install any landscaping with root systems that may damage the Facilities; however, **GRANTORS** may use the surface of the Easement Area in any manner that does not interfere with the rights granted to **GRANTEE** herein, which shall specifically include usage as and for roadways, parking areas, sidewalks, curbs, and sodding. **GRANTEE** will repair and/or replace any roadways, parking areas, sidewalks, curbs, and sodding in the Easement Area that is damaged in connection with any maintenance or repairs made by **GRANTEE** to the Facilities. **GRANTORS** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

GRANTORS warrants and covenants that **GRANTORS** are lawfully seized and in possession of the real property underlying the Easement Area, as specifically described and depicted in Exhibit "A" attached hereto, and has the right to convey this Easement, and that **GRANTEE**, its successors, successors-in-title and assignees shall have quiet and peaceful possession, use, and enjoyment of this Easement. The rights, privileges, and burden of the Easement granted herein shall be a covenant running with the land and the rights and duties shall descend to the parties' successors and assigns. **GRANTEE** shall include **GRANTEE'S** agents, contractors, subcontractors, licensees, franchisees, employees, and other parties associated with Grantee in furtherance of the purposes herein set forth.

IN WITNESS WHEREOF, this Easement has been executed by **GRANTORS** on the day and year first above written.

WITNESSES:

K. Maujie
Signature

Maujula Kallapaneni
Printed Name

821 Dawsonville Hwy Ste 250
Address Gainesville GA 30501

Steven Chase Duron
Signature

Chase Duron
Printed Name

821 Dawsonville Hwy Ste 250
Address Gainesville GA 30501

GRANTORS:

DNA REALTY TRUST, LLC, a Florida limited liability company

By: _____
David M. Lennon, Manager

CHESTNUT EQUITY PARTNERS, LLC, a Florida limited liability company

By: _____
David M. Lennon, Manager

STATE OF GEORGIA
COUNTY OF HALL

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [_] online notarization this 8 day of April, 2024, by David M. Lennon, as Manager of DNA Realty Trust, LLC, a Florida limited liability company, and as Manager of Chestnut Equity Partners, LLC, a Florida limited liability company, who is [_] personally known to me or [✓] who produced the following identification: GA driver's license

Notary Public Signature

EDIS YANIRA MORAN
Notary Public Name

My Commission Number: W-00586410
My Expiration Date: 12/28/2026

(seal)

EDIS YANIRA MORAN NOTARY EXPIRES GEORGIA 12/28/2026 PUBLIC HALL COUNTY

JOINDER AND CONSENT TO UTILITY EASEMENT

UNITED SOUTHERN BANK, whose address is P.O. Box 29, Umatilla, Florida 32784, hereby certifies that it is the owner and holder of certain mortgages, liens, or other encumbrances upon the property shown and described on Exhibit "A" attached hereto, located in Leesburg, Lake County, Florida, and hereby joins and consents to the Utility Easement between **DNA REALTY TRUST, LLC, CHESTNUT EQUITY PARTNERS, LLC**, and the **CITY OF LEESBURG**; and agrees that its interest in the property of the Mortgage dated March 25, 2024, and recorded on March 28, 2024, in Official Records Book 6307, Page 1715, Public Records of Lake County, Florida, and by virtue of the Assignments of Leases and Rentals dated March 25, 2024, and recorded on March 28, 2024, in Official Records Book 6307, Page 1737, Public Records of Lake County, Florida, shall be subordinated to said Utility Easement.

Signed and sealed in the presence of:
Witnesses:

Tessa Hibbard
Printed Name: Tessa Hibbard
Address: 515 W Main St., Leesburg FL 34748

Ana G. Plaza
Printed Name: Ana G. PLAZA
Address: 515 W. Main St. Leesburg FL 34748

UNITED SOUTHERN BANK

By: _____
Print Name: WILLIAM S. WONUS
Title: SENIOR VICE PRESIDENT

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 8 day of April, 2024, by William Wonus, as Sr Vice President of UNITED SOUTHERN BANK, who is ✓ personally known or produced _____ as identification.

(Seal)

TESSA HIBBARD
Notary Public - State of Florida
Commission # HH 409235
My Comm. Expires Jun 29, 2027

Tessa Hibbard
NOTARY PUBLIC

EXHIBIT "A"

DCM	01/01/23
RBA	R-5850
	SHT 1 of 2

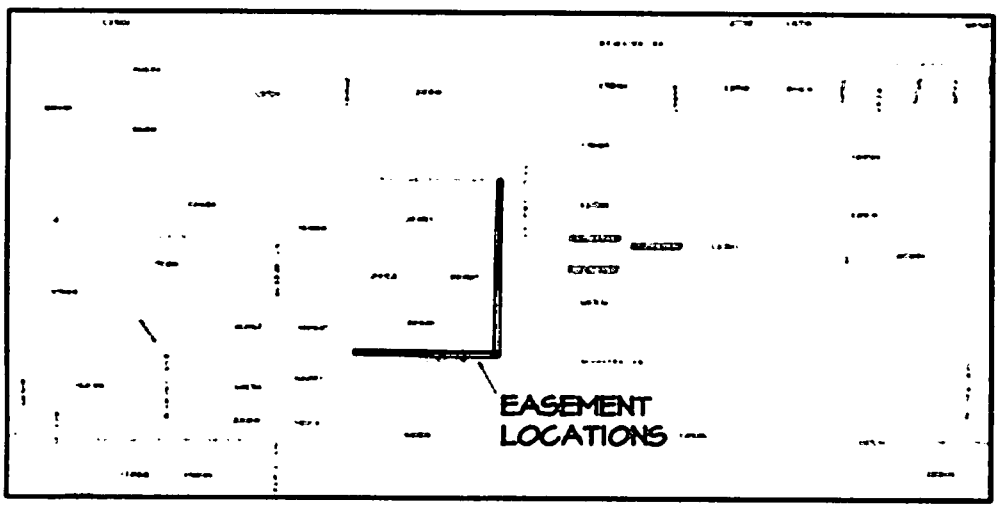
SECTION 4, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA

NOT A BOUNDARY SURVEY

DESCRIPTION

A 15.00 FEET WIDE UTILITY EASEMENT BEING A PORTION OF LOTS 1, 2, 3, 4, 5 AND THE SOUTH 10.00 FEET OF LOT 6, BLOCK "B", ZEPHYR LAKE SUBDIVISION, RECORDED IN PLAT BOOK 11, PAGE 78, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND A PORTION OF A 40 FOOT WIDE STRIP OF LAND BEING THE ABANDONED FORMER ATLANTIC COASTLINE RAILROAD, LYING WEST OF LOT 1, BLOCK "B" OF SAID ZEPHYR LAKE SUBDIVISION BEING DESCRIBED AS FOLLOWS:

THE EAST 15.00 FEET OF LOTS 1, 2, 3, 4, 5, AND THE SOUTH 10 FEET OF LOT 6, BLOCK "B", ZEPHYR LAKE SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 11, PAGE 78, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND THE SOUTH 15.00 FEET OF OF LOT 1, BLOCK "B", ZEPHYR LAKE SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 11, PAGE 78, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND THE SOUTH 15.00 FEET OF A 40 FOOT WIDE STRIP OF LAND BEING THE ABANDONED FORMER ATLANTIC COASTLINE RAILROAD, LYING WEST OF LOT 1, BLOCK "B", OF SAID ZEPHYR LAKE SUBDIVISION



VICINITY MAP
(NOT TO SCALE)

NOTES

1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]
5. [illegible]

SKETCH OF DESCRIPTIONS
OF 15.00' WIDE UTILITY EASEMENTS
certified to:
DAVID M. LENNON
and
CITY OF LEESBURG

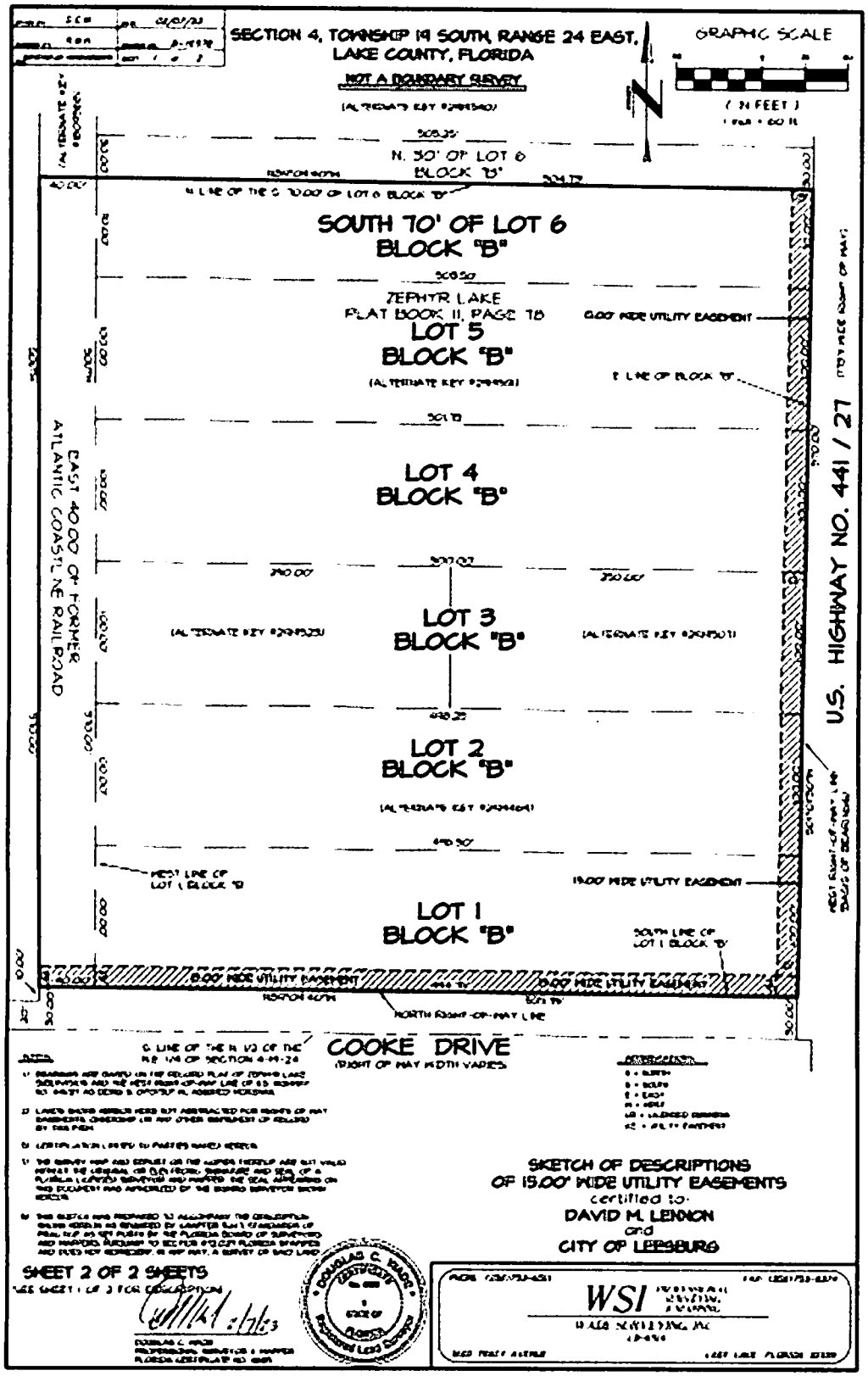
SHEET 1 OF 2 SHEETS
(SEE SHEET 2 OF 2 FOR SKETCH)

DOUGLAS C. HINES
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. [illegible]

DOUGLAS C. HINES
CERTIFICATE
No. [illegible]
STATE OF
FLORIDA
Professional Land Surveyor

WSI
[illegible]

EXHIBIT "A"


SECTION 4, TOWNSHIP 19 SOUTH, RANGE 24 EAST,
LAKE COUNTY, FLORIDA
NOT A BOUNDARY SURVEY
GRAPHIC SCALE
(IN FEET)
N. 30' OF LOT 6
BLOCK "B"
SOUTH 70' OF LOT 6
BLOCK "B"
ZEPHYR LAKE
PLAT BOOK 11, PAGE 78
LOT 5
BLOCK "B"
LOT 4
BLOCK "B"
LOT 3
BLOCK "B"
LOT 2
BLOCK "B"
LOT 1
BLOCK "B"
EAST 40.00' OF FORMER
ATLANTIC COASTLINE RAILROAD
U.S. HIGHWAY NO. 441 / 27
COOKE DRIVE
(RIGHT OF WAY WIDTH VARIES)
NORTH RIGHT-OF-WAY LINE
SKETCH OF DESCRIPTIONS
OF 15.00' WIDE UTILITY EASEMENTS
certified to:
DAVID M. LENNON
and
CITY OF LEESBURG
SHEET 2 OF 2 SHEETS
WSI

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	6.B.1.
Meeting Date:	October 28, 2024
From:	Dan Miller, (Planning and Zoning Director)
Subject:	An Ordinance of the City of Leesburg, Florida, establishing the Orange Bend Community Development District pursuant to Chapter 190, Florida Statutes; providing for authority and power of the district; providing for the Board of Supervisors of the District; providing for the District budget; providing for functions of the district; providing for miscellaneous provisions; and providing an effective date. (Orange Bend CDD)

Staff Recommendation:
Staff recommends approval of the request to create a Community Development District (CDD) for the Orange Bend subdivision.

Analysis:
This item is a request from Forestar (USA) Real Estate Group Inc., to create a Community Development District, known as the Orange Bend CDD, which will be generally located west of County Road 44 and south of County Road 473, as shown on the attached map.

Community Development Districts are permitted under Chapter 190, Florida Statutes, and are a form of special purpose district which can be created to manage, finance and deliver basic community development services. The Orange Bend CDD will consist of 243.89 plus or minus acres.

A CDD's services may include, but are not limited to, the financing, funding, construction and operation of water and wastewater systems, roads, bridges, transit, shelters, environmental, conservation and mitigation areas, parks, plus schools and security measures. These services may vary from district to district. CDD's are specific to a described area, and have no zoning, development permitting or police power, and have no authority to encumber debt to a local government. Each district must remain in compliance with the local government's comprehensive plan.

Approval of this request does not create a negative impact on the City's comprehensive plan or the surrounding property owners.

Procurement Analysis:
N/A

Options:

1. Approve the request to establish the Orange Bend CDD; or
2. Other action as the Commission may choose.

Fiscal Impact:

Property owners within the Orange Bend Community Development District areas are solely responsible for the funding, financing and maintenance of activities of the district; therefore, no direct fiscal impact is anticipated.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ESTABLISHING THE ORANGE BEND COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR AUTHORITY AND POWER OF THE DISTRICT; PROVIDING FOR THE BOARD OF SUPERVISORS OF THE DISTRICT; PROVIDING FOR THE DISTRICT BUDGET; PROVIDING FOR FUNCTIONS OF THE DISTRICT; PROVIDING FOR MISCELLANEOUS PROVISIONS; AND PROVIDING AN EFFECTIVE DATE. (ORANGE BEND CDD)

WHEREAS, Forestar (USA) Real Estate Group Inc. (the "Petitioner") has petitioned the City Commission for the City of Leesburg, Florida (the "City") to adopt an ordinance establishing the boundaries of the Orange Bend Community Development District (the "District") pursuant to Chapter 190, Florida Statutes, and granting certain special powers; and

WHEREAS, the City, in determining whether to establish the District boundaries, has considered and finds that all statements contained in the Petition to Establish the Orange Bend Community Development District (the "Petition") are true and correct; and

WHEREAS, the City has considered and finds that the establishment of the District is not inconsistent with any applicable element or portion of the applicable Comprehensive Plan; and

WHEREAS, the City has considered and finds that the area of land within the District is a sufficient size, is sufficiently compact, and is sufficiently contiguous to be developed as a functional interrelated community; and

WHEREAS, the City has considered and finds that the District is the best alternative for delivering the community development services and facilities to the area that will be served by the District; and

WHEREAS, the City has considered and finds that the community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

WHEREAS, the City has considered and finds that the area that will be served by the District is amenable to separate special-district government; and

WHEREAS, a duly noticed public hearing on the Petition was held prior to the adoption of this Ordinance establishing the District.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AS FOLLOWS:

SECTION 1: AUTHORITY. This ordinance is adopted in compliance with and pursuant to the Uniform Community Development Act of 1980, Chapter 190, Florida Statutes (2023).

SECTION 2: DISTRICT NAME. There is hereby created a community development district situated entirely within incorporated Leesburg, Florida, which District shall be known as the "Orange Bend Community Development District."

SECTION 3: EXTERNAL BOUNDARIES OF THE DISTRICT. The external boundaries of the District are described in **Exhibit A** attached hereto, the overall parcel containing 243.89 acres of land.

SECTION 4: FUNCTIONS AND POWERS. The powers and functions of the District are described in Chapter 190, Florida Statutes (2023), as may be amended from time to time. The Charter of the District shall be as set forth in Chapter 190, Florida Statutes, as created by general law. The District's Board of Supervisors may further exercise certain additional powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for (a) parks and facilities for indoor and outdoor recreational, cultural, and educational uses; and (b) security, including but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by applicable governmental agencies; except that the District may not exercise any police power, but may contract with the City for an increased level of such services within the proposed District boundaries, all as authorized and described by Section 190.012(2), Florida Statutes. The District shall <u>not</u> provide utility service (water, wastewater, reuse, electricity, cable television, telephone or other telecommunications, dial up or broadband internet, solid waste collection and disposal, or any other utility service).

SECTION 5: EXPANSION OF DISTRICT WITH SUFFICIENTLY CONTIGUOUS LANDS. Pursuant to Section 190.046(1)(h), *Florida Statutes,* within ten (10) years of the effective date of this ordinance, the District may petition the City for an amendment to expand the boundaries of the District to include the sufficiently contiguous lands described in **Exhibit B**. A filing fee may not be charged for this petition.

SECTION 6: BOARD OF SUPERVISORS. The five persons designated to serve as initial members of the District's Board of Supervisors are Shelley Kaercher, John C. Tyree, Robyn Bronson, Roger Van Auker and Justin Starr. All of the listed persons are residents of the State of Florida and citizens of the United States of America.

SECTION 7: Administrative Correction of Scrivener's Errors. The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 8: SEVERABILITY. If any provision of this Ordinance, or the application thereof, is finally determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed to be severable and the remaining provisions shall continue in full force and effect provided that the invalid, illegal or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

SECTION 9: EFFECTIVE DATE. This Ordinance shall take effect upon its passage and adoption pursuant to general law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the _____ day of _____ 2024.

_____
Mayor

ATTEST:

_____
City Clerk

Aerial

Planning & Zoning Division

N
W E
S

0 270 540 810 1,080
Feet

PUD-21-27 - Orange Bend PUD
AK#s: 1535921; 1387060
Sections 33 and 34, Township 18 South, Range 25 East; and
Section 03, Township 19 South, Range 25 East
March 3, 2021

NOTICE OF PUBLIC HEARING
By the City Commission for the City of Leesburg, Florida
to Consider a Petition to Establish the
Orange Bend Community Development District

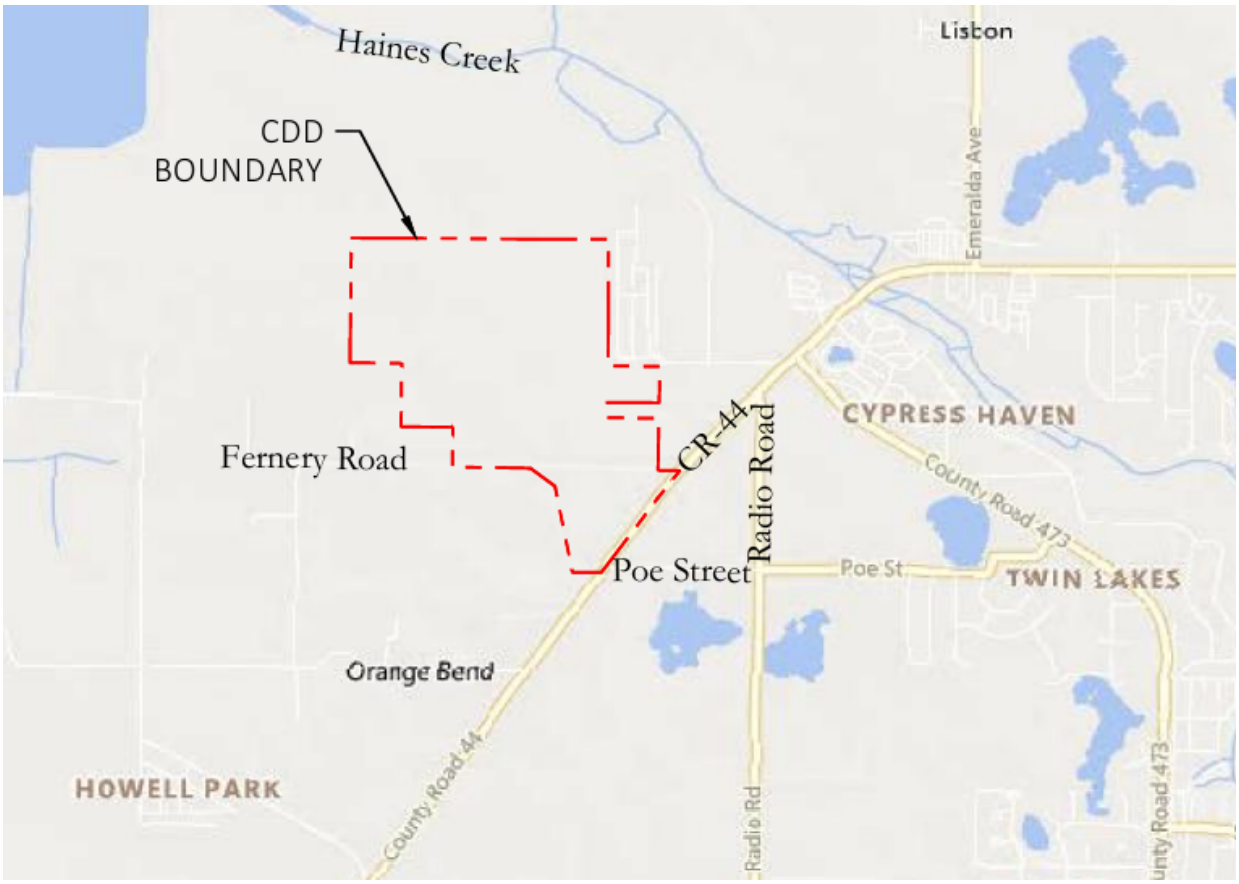
DATE:	**October 28, 2024 (First Reading)** **November 12, 2024 (Second Reading/Public Hearing)**
TIME:	**5:30 P.M.**
LOCATION:	**City Hall, Third Floor Commission Chambers** **501 West Meadow Street** **Leesburg, Florida 34748**

In compliance with the provisions of Chapter 190, Florida Statutes, a public hearing will be held by the City Commission for the City of Leesburg, Florida, to consider an ordinance to grant a petition to establish the Orange Bend Community Development District ("District"). The proposed District is comprised of approximately 243.89 acres, more or less, generally located west of County Road 44, north of Poe Street, east of Lake Griffin, and south of Haines Creek. The petitioner has proposed to establish the District to plan, finance, acquire, construct, operate and maintain infrastructure and community facilities which may be authorized by such District under Florida law, including but not limited to, earthwork, roadways, stormwater management, utilities (water, reclaimed & wastewater), hardscape/landscape/irrigation, streetlight/undergrounding of conduit, trails & amenities, and other infrastructure.

Copies of the petition and the proposed ordinance are open to public inspection at the City Clerk's Office, 501 West Meadow Street, Leesburg, Florida 34748, during regular business hours. For more information, call (352)728-9786.

All interested persons and affected units of general-purpose government shall be given an opportunity to appear at the hearing and present oral or written comments on the petition. Any persons or affected unit of general-purpose local government, who wish to appeal any decision made by the Board with respect to any matter considered at this public hearing will need a record of the proceedings. For that purpose the person or unit of general-purpose local government may need to insure that a verbatim record of the proceedings is made that includes the testimony and evidence upon which the appeal is to be based.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Within five working days of receipt of this notice, please contact the ADA Coordinator, at (352)728-9786, ext. 1210, or at City Hall, 501 West Meadow Street, Leesburg, Florida 34748.



PUBLISH: OCTOBER 15, OCTOBER 22, OCTOBER 29 AND NOVEMBER 5

PUBLICATION REQUIREMENT UNDER S. 190.005(1)(d), F.S.: "The petitioner shall cause a notice of the hearing to be published in a newspaper at least once a week for the 4 successive weeks immediately prior to the hearing."

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: October 28, 2024

From: Al Minner, (City Manager)

Subject: GE / ITRON AMI (ADVANCE METERING INFRASTRUCTURE) AGREEMENTS

Staff Recommendation:
Staff recommends the approval of the resolutions which will terminate the AMI agreement with GE and execute an AMI agreement with ITron.

Analysis:
On November 28, 2011, the City of Leesburg executed an Agreement with General Electric Management Services, LLC (GE) for GridIQ Services. This Agreement, better known as "SmartGrid", changed metering methods of the Leesburg Electric Department (LE) from an aging-out analogue platform to the modern day "smart meter". The concept also sought to bring several other technological changes to LE; some of which are now the modern-day standard, others which did not have success; such as wholesale demand side management. By April 14, 2014, the City Commission entered into a modified agreement with GE to reduce costs and modify some of the technologies that LE could not take advantage, and a new ending term date for Grid IQ was set for December 31, 2026. Earlier in 2024, GE notified LE that they would like to end the term of the Agreement as soon as possible, with no charge or penalty to LE.

Upon receiving this notification from GE, Tino Anthony, IT Director, led a City Manager appointed team to investigate how best to "meter" electric sales moving forward. Measuring electric consumption is a primary task conducted by LE, which is ultimately managed through the IT, Electric and Finance Departments. In short, it was quickly determined that LE's best option to change metering providers was to work with an existing sub-contractor of GE called ITron.

Working with ITron enables LE to collect metering data via an integration to Itron's Head-End without replacing the City's current AMI mesh network. This method offers two-way communication and storage of register reads and interval data for up to 2 years. Data will be validated and estimated using standard validation and estimation routines. Customer billing will be completed daily using register reads and exported to the City's current CIS system. Integration will also be provided to send AMI data events for the City's Outage management system for processing. In short, this option will lead LE to be able to change metering companies with the least amount of disruption and greatest savings to the utility.

Concerning expenses, in FY 11, when LE left the analogue method of metering, the utility's expenses were approximately $142,449 annually (17,674 customers) or $0.68 per meter read. By FY 24 LE meter

reading expenses are approximately $1,575,000 or $4.73 per meter read. Please note that there were other benefits from changing processes such as the ability to read meters remotely, turn ons/turn offs without a truck roll, outage reports and load management. Under the proposed seven-year ITron agreement, there will be a significant upfront transition cost of $840,584.07, but annually thereafter cost will reduce to $500,369 in the first year and $464,367 thereafter. For the first three years, the per meter cost will be reduced to $1.60 and $1.40 thereafter making ITron not only the sole provider for seamless integration, but also one that provides the utility significant savings.

Procurement Analysis:
See sole source justification form attached.

Options:
1. Approve as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
See excel spreadsheet attached.

	GE COSTS				ITRON COSTS	
GE 2024	$	1,434,216.00	$	119,518.00	SET UP FEE	$ 840,584.07
GE 2025	$	1,478,538.00	$	123,211.50	First Year	$ 500,367.30
GE 2026	$	1,524,191.00	$	127,015.92	Per year Thereafter	$ 464,367.63
GE EARLY OUT	$	-				

	GE COSTS					
	GE PAYMENTS				ITRON PAYMENT	
24-Oct	$	119,518.00			$ -	
24-Nov	$	119,518.00			$ 84,058.41	
24-Dec	$	119,518.00			$ -	
25-Jan	$	123,211.50			$ 84,058.41	
25-Feb	$	123,211.50			$ -	
25-Mar	$	123,211.50			$ -	
25-Apr	$	123,211.50			$ 168,116.81	
25-May	$	123,211.50			$ 84,058.41	
25-Jun	$	123,211.50			$ -	
25-Jul	$	123,211.50			$ 168,116.81	
25-Aug	$	123,211.50			$ 84,058.41	
25-Sep	$	123,211.50			$ -	
	$	1,467,457.50			$ 672,467.26	$ 2,139,924.76
					OVER BUDGET	***$ 672,467.26***
25-Oct	$	123,211.50	$	-	$ -	
25-Nov	$	123,211.50	$	-	$ 168,116.81	
25-Dec	$	123,211.50	$	-	$ 41,697.28	
26-Jan	$	127,015.92	$	-	$ 41,697.28	
26-Feb	$	127,015.92	$	-	$ 41,697.28	
26-Mar	$	127,015.92	$	-	$ 41,697.28	
26-Apr	$	127,015.92	$	-	$ 41,697.28	
26-Jan	$	127,015.92	$	-	$ 41,697.28	
26-May	$	127,015.92	$	-	$ 41,697.28	
26-Jun	$	127,015.92	$	-	$ 41,697.28	
26-Jul	$	127,015.92	$	-	$ 41,697.28	
26-Aug	$	127,015.92	$	-	$ 41,697.28	
26-Sep	$	127,015.92	$	-	$ 41,697.28	
	$	1,639,793.67	$	-	$ 458,670.03	$ 2,098,463.69
					OVER BUDGET	***$ 458,670.03***
26-Oct	$	127,015.92			$ 41,697.28	
26-Nov	$	127,015.92			$ 38,697.30	
26-Dec	$	127,015.92			$ 38,697.30	
FY 27 1st Quarter	$	381,047.75		FY 27 1st Quarter	$ 119,091.88	
TOTAL GE THRU DEC 26	**$**	**3,488,298.92**		**TOTAL ITRON THRU DEC 26**	**$ 1,250,229.16**	
				GE/ITRON SAVINGS	**$ (2,238,069.76)**	
27-Jan	$	-	$	-	$ 38,697.30	
27-Feb	$	-	$	-	$ 38,697.30	
27-Mar	$	-	$	-	$ 38,697.30	
27-Apr	$	-	$	-	$ 38,697.30	
27-May	$	-	$	-	$ 38,697.30	
27-Jun	$	-	$	-	$ 38,697.30	
27-Jul	$	-			$ 38,697.30	
27-Aug	$	-			$ 38,697.30	
27-Sep	$	-			$ 38,697.30	
				FY 27 Quarters 2-4	$ 348,275.72	
				FY 27 TOTAL	$ 467,367.60	
					OVER BUDGET	***$ (1,172,426.06)***
				SAVINGS THEREAFTER	$ (1,172,426.06)	
					$ 1,598,504.88	
					$ 57.61	
				ITRON 3 YR TOTAL COST	$ 1.60	

	GE COSTS	
GE 2024	$	1,434,216.00
GE 2025	$	1,478,538.00
GE 2026	$	1,524,191.00
GE EARLY OUT	$	500,000.00

		GE		**GE COST PER METERE**
FY 25	$	1,467,457.50	$	4.53
FY 26	$	1,639,793.67	**$**	**4.84**
FY 27	$	400,100.14	$	4.52

	NUMBER OF METERS
FY 25	27,000
FY 26	28,215
FY 27	29,485

$	119,518.00	$	840,584.07
$	123,211.50	$	500,367.30
$	127,015.92	$	464,367.63

	ITRON		ITRON COST PER METER
$	672,467.26	$	2.08
$	958,670.03	$	2.83
$	467,367.60	$	1.32
			PERCENT DECREASE

CUMMULATIVE	
$	6.60
$	7.67
$	**1.32**
	72.73%

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE GRIDIQ SEPARATION AGREEMENT WITH GE VERNOVA; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute the GRIDIQ Separation Agreement with GE Vernova, whose address is 600 Galleria Parkway, Atlanta, Georgia 30339, for termination and mutual release.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 28th day of October 2024.

_____
Mayor

ATTEST:

_____
City Clerk

Termination Agreement and Mutual Release

This Termination Agreement and Mutual Release is by and between **GE Energy Management Services, LLC,** doing business under the Electrification Software business of GE Vernova **("Vendor")** with address of 600 Galleria Parkway, Atlanta, GA 30339, and **The City of Leesburg, Florida,** a Florida Municipal Corporation organized and existing under the laws of Florida **("Client"),** herein collectively referred to as **"Parties."** The Parties have agreed to this Termination Agreement and Mutual Release **("Termination Agreement"),** subject to the following clauses and conditions below.

In consideration of mutual covenants contained herein, and other consideration the receipt and sufficiency of which is hereby acknowledge, Client and Vendor hereby mutually agree to the following:

1. For the mutual benefit of the Parties, the Parties agree to terminate in their entirety without survivability the following agreement, statements of work, amendments, and orders (collectively "GridIQ Agreement"):
    a. Agreement for Smart Grid Project Implementation of Advanced Metering Infrastructure, Related Technologies and Associated Services dated as of November 28, 2011, between Vendor and Client **("Original MSA")** ;
    b. the First Amendment executed on January 14, 2014 **("Amendment1"),**
    c. Amendment 2 to The Agreement for Grid IQ Solution as a Service executed on April 11, 2016 **("Amendment2");** and
    d. all purchase orders issued therefrom.

2. Effective Date of this Termination Agreement is **November 30, 2025 ("Effective Date").** Notwithstanding the foregoing, Client may obtain an extension of 3 additional months beyond the Effective Date of this Termination Agreement, upon furnishing written notice to Vendor stating the new Effective Date, which shall not exceed February 28, 2026. Client shall pay for services during the extension period in accordance with the rates and procedures of the Original MSA, as amended. Client shall also have the option of changing the Effective Date to an earlier date, provided written notice is furnished to Vendor stating an earlier Effective Date. If Client chooses an earlier Effective Date, Client shall only be responsible for fees payable through the earlier Effective Date and not through November 30, 2025.

3. The GridIQ Agreement is terminated in its entirety without survivability and neither Party will have any remaining rights or obligations under the GridIQ Agreement after the Effective Date of this Termination Agreement. Vendor's performance obligations under the GridIQ Agreement are considered completed or terminated. Each Party hereby releases the other Party and waivers any known or unknown causes of action, claims, or defenses under the GridIQ Agreement, or otherwise, including any liability, damages, or indemnities. This Termination Agreement is for the mutual benefit of the Parties and is not intended to be used as evidence of any admission by any Party of any fault or liability.

IN WITNESS WHEREOF, The City of Leesburg, Florida and GE Energy Management Services, Inc. have caused this Termination Agreement to be executed on the last date written below by their respective fully authorized officers or representatives.

The City of Leesburg, Florida	**GE Energy Management Services, Inc.**
By: _____	By: _____

Printed Name: _____

Title: _____

Date: _____

Printed Name: _____

Title: _____

Date: _____

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AMI (ADVANCED METERING INFRASTRUCTURE) AGREEMENT WITH ITRON; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute Agreements with ITRON, whose address is 2111 N. Molter Road, Liberty Lake, Washington 99019.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 28th day of October 2024.

_____
Mayor

ATTEST:

_____
City Clerk

Docusign Envelope ID: 9D02A4B4-0971-4A7A-9F60-C10080836C16

Statement of Work

CITY OF LEESBURG, FL

IEE ESSENTIALS 10.4 IMPLEMENTATION WITH CUSTOM INTEGRATION TOOL

ITRON SOW Contact: JP Pulcini

ITRON Sales Contact: Mark Bruss

Date: 09/09/2024

BMR #: 28888-24 Ver2 Sept

Version: 1.0

Docusign Envelope ID: 9D02A4B4-0971-4A7A-9F60-C10080836C16

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A. About this Document

This Statement of Work ("***SOW***") document defines the services ("***Services***") to be performed by ITRON, Inc. ("***ITRON***") for City of Leesburg ("**CUSTOMER**") for the IEE Essentials Implementation with Custom Integration ("***Project***") and is effective from the last signature date of this SOW ("***SOW Effective Date***"). The Services shall be governed by the Master Sales Agreement dated _____, 2024, (the "***Agreement***") between the CUSTOMER and ITRON. Should a conflict arise between the Agreement and the SOW, the Agreement shall govern.

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B. Authorization

CUSTOMER and ITRON agree to the terms of this SOW and by signing below, CUSTOMER authorizes ITRON to perform the Services detailed herein.

City of Leesburg, FL	ITRON, Inc.
Authorized Signature	Signed by: **Authorized Signature** Joel Vach D4BB7D03A21E4BB...
Printed Name	**Printed Name** Joel Vach
Title	**Title** VP Tax, Treasury, MD&A
Date	**Date** 27 September 2024

Please e-mail a PDF file of the signed SOW to your Sales Manager. A fully executed copy will be returned to CUSTOMER electronically in PDF format by e-mail.

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C. Project Overview

C.1. Project Summary

ITRON will provide IEE Essentials 10.4 SaaS System and related implementation Services for one (1) Production environment and one (1) Test environment. The System will be built to support an estimated 29,000 electric endpoints in Itron's hosted Production environment and up to 1,000 endpoints in a hosted Testing environment (temporary to support implementation).

The Project duration is estimated to be eleven (11) months and will follow Itron's standard methodology. A detailed Project Schedule will be published as an outcome of the Solution requirements workshops conducted in the Define Phase.

By signing this SOW, CUSTOMER engages ITRON to provide the following Software and Services related to this Project:

1. Software applications (hosted by Itron)
    a. Itron Enterprise Edition (IEE) Meter Data Management (MDM) Software v10.4
2. Professional Services
    a. IEE Project Management
    b. IEE Production Environment setup and Functional Testing
    c. IEE temporary Test Environment setup and Functional Testing for Project duration
    d. IEE System Configuration
    e. Custom Integration
        i. Design, build, and testing support for custom Leesburg Integration Tool (LIT) – to be defined in the Interface Design Document (IDD) - See Appendix E for Preliminary Integration Architecture Design
    f. Testing of current UIQ hosted Production, as required.
    g. Technical support for CUSTOMER-led Integration Testing.
    h. Technical Support for CUSTOMER-led End to End System Testing, including any regression testing required.
    i. IEE Software training
    j. Go Live / System Cutover / Stabilization support.
    k. Transfer to ITRON Global Support Services (GSS).

C.2. Project Objectives

1. Provide IEE Essentials MDM Solution to import, validate, store, and deliver register reads for billing.
2. Provide native integration between the new IEE 10.4 system and the existing CUSTOMER UIQ Head-end system (currently hosted by Itron).
3. Produce custom Leesburg Integration Tool to support integration between Itron and CUSTOMER Backoffice systems as outlined in *Preliminary Integration Architecture Design* in Appendix E. The Leesburg Integration Tool will be able to complete the following main integration tasks:

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a. Process SunGard regular SYNC files – for master data import changes to IEE (processing schedule TBD).

b. Produce Sungard output for collected AMI data and events through daily interrogations (via UIQ HES processing).

c. Produce CIM outage messages for Responder OMS import and processing.

C.3. System Functionality

1. The System will meet the following criteria for IEE Essentials:
2. Import readings from UIQ into IEE.
3. Load / synchronize configurations within IEE.
4. Perform validation / estimation on readings as loaded into IEE.
    a. Two validation sets and up to four rules will be configured. One estimation routine will be configured.
5. Demonstrate two-way communication between IEE to UIQ.
6. Export register readings once daily via Automated Data Export (ADE) for billing.

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D. Project Scope

D.1. ITRON Solution Overview

This section outlines the Solution to be delivered to the CUSTOMER.

Component	Description
IEE	This Solution enables the CUSTOMER to collect data on Electric metering using an integrated Itron Head-End. IEE will offer two-way communication and storage of register reads and interval data for up to 2 years. Data will be validated and estimated using standard validation and estimation routines. CUSTOMER billing will be completed daily using register reads from meter in standard file export to billing.
Customer Specific Integration	See Appendix E for CUSTOMER Integration planned for this Solution.

D.2. ITRON Services

This section lists the Services ITRON will perform/support under this SOW. These Services are described within this SOW in more detail.

1. Standard meter programs to accommodate existing UIQ configuration.
2. Integration using ITRON's standard methods for incorporating service point and meter configuration objects.
3. Configuration of IEE Validation and Estimation sets as mutually agreed.
4. Register reading export at least once daily used for billing.
5. SaaS VPN setup (connection access and testing).
6. IEE Essentials Software Training

D.3. Environments

The following environments will be available and maintained throughout the duration of the Project. The responsibilities for aspects related to these environments are identified below:

D.3.1. Itron Hosted Environments

ITRON HOSTED SYSTEM		
Environments	**ITRON Responsibilities**	**CUSTOMER Responsibilities**
ITRON HOSTED – Temporary Test Env.	**Description:** Once the developer believes the component or program is ready, the product is copied over to the Test environment to verify it works as expected. The Test environment is closely aligned with the target environment. This is where functional and system testing occurs. For this Project, ITRON will stand up a temporary Test environment to support Testing identified herein. Upon completion of successful testing, the temporary Test environment will be decommissioned, and CUSTOMER will no longer have access to the Test environment.	

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	– Install ITRON supplied system components in Test Env. – Install ITRON supplied Software – Provide integration requirements between ITRON components – Perform Functional Testing in Test Env. – Refresh/purging of test data – Manage change control of environment. –	– Perform Integration Testing in Env. – Perform UAT Testing in Env. – Perform other testing requirements (Integration, etc.) – Perform Operational Functions in Env. – Maintain application data – Collaborate with ITRON GSS on change control of environment
ITRON HOSTED - Prod Env.	**Description:** This is the target environment where the final business solution will be implemented and utilized by the CUSTOMER end users on-site. Once the CUSTOMER is "live" and their end users are utilizing the solution, it is often referred to as "in Production".	
	– Installation of ITRON supplied system components – Installation of ITRON supplied Software – Provide integration requirements between ITRON components – Perform Functional Testing in Prod Env. – Cutover to Production – Manage change control of environment. – Load of two years of active Production ready data post 10.x installation to support testing ahead of final System Cutover.	– Perform Production Data Migration validation in Env. – Perform Integration Testing in Env. – Perform UAT Testing in Env. – Perform Operational Functions in Env. – Maintain application data – Collaborate with ITRON GSS on change control of environment

D.4. Summary of Key Document Deliverables

This list summarizes all Project key document deliverables.

D.4.1. Deliverables

#	Document Deliverables	Description
1.	IEE Requirements and Design Document (RDD) – Requires CUSTOMER signoff	This document outlines CUSTOMER requirements aligned to the IEE scope including defined configurations, high level integration design between IEE and the billing system, data mapping, etc. Configurations required beyond those identified in the RDD will require a Change Order.
2.	Interface Design Document (IDD)	This design document defines all the specific interface requirements for a custom Leesburg Integration Tool (LIT) - custom integration component.
3.	Standard User Documentation	This set of Documentation provides an overview of System functionality.
4.	"As Built" IEE Requirements Design Document (RDD)	This document outlines CUSTOMER requirements aligned to the IEE scope including baseline configurations, high level design, etc. Configurations required beyond those identified in the RDD will require a Change Order.
5.	Project Completion Form – Requires CUSTOMER sign-off	This document lists all the completion criteria and is used as a checklist to validate the Project is officially completed. Sample in Appendix D

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E. General Project Assumptions

Below are general Project comments and clarifications in which both ITRON and the CUSTOMER agree will be adhered to for the duration of the Project. Changes to any of these comments and clarifications will be agreed in accordance with the Change Order process defined in the SOW.

1.	All ITRON System data input will be formatted (per ITRON specification) and provided in an electronic format by CUSTOMER.
2.	No customization of ITRON Software will occur unless otherwise stated in the SOW. (For example, UI changes, reports, extracts, interfaces, etc.) Additionally, any customization of validation or estimation sets outside of IEE scope will require a Change Order.
3.	CUSTOMER will provide required resources from GE and Sungard/CUSTOM Sungard SME to support the Project tasks and Project timeline. A task list will be identified as part of the Project Kick-off.
4.	For this Project, ITRON will implement a temporary IEE test environment to support required tasks. Once ITRON system acceptance testing is complete, ITRON will work to decommission the test environment.
5.	Delivery quality and schedule is dependent on all parties meeting task schedules and delivering quality content. The Parties will mutually agree to an Integrated Project Schedule, however, the ITRON Project Schedule assumes two (2) consecutive months following completion of the workshops for the CUSTOMER to integrate with the CIS system. The Parties may adjust this Project Schedule, however, should the Project extend beyond the overall eleven (11) month duration due to delays caused by CUSTOMER or their third-party vendor (GE/Sungard CIS), a Change Order will be required. Project will commence in 2024 and complete in 2025.
6.	The development of standard operating procedures (SOP) is not included as part of this SOW.
7.	All Professional Services will be performed remotely.
8.	CUSTOMER is responsible for data quality and cleansing from CIS.
9.	CUSTOMER will manage all non-ITRON 3rd party vendor responsibilities, scheduling, and costs in alignment with Project Plan (Ex. CIS vendor participation and deliverables required for ITRON System integration development and testing).
10.	CUSTOMER is responsible for the purchase of hardware or software not covered under this SOW. This includes but is not limited to (operating systems, database, etc.).
11.	ITRON and CUSTOMER will appoint Project support resources, Subject Matter Experts (SMEs), including a Project Manager who will be the key point of contact for ITRON related to the Services and support of tasks defined under this SOW. CUSTOMER's technical and business resources will be fully familiar with their present IT Operations as it relates to the planned System components.
12.	ITRON is responsible for Interface development between ITRON systems and CUSTOMER CIS using ITRON standards with CUSTOMER in a support role. CUSTOMER will perform all other integration work. Should additional support be required of ITRON, the work will be addressed via a Change Order.
13.	ITRON will act as the coordinator, facilitator, and editor of the deliverables in this SOW. All Project resources will use ITRON methodologies, ITRON tools and ITRON templates.
14.	Additional technical information can be obtained via ITRON Customer Care.
15.	Out of scope items include, but are not limited to: • Configurations sets outside of ITRON's standard IEE RDD and this SOW, other than those outlined in Appendix E. • Customized reports outside of ITRON's standard IEE RDD and this SOW

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F. Project Resources – Roles & Responsibilities

The section below identifies the ITRON and CUSTOMER roles and responsibilities required for this Project delivery and the associated work as identified in this SOW.

F.1. Comments & Clarifications

1.	N/A

F.2. ITRON Project Resources

ITRON Role	Responsibilities
Executive Sponsor (a.k.a. Director or Engagement Manager)	– Overall Project accountability – Attends CUSTOMER executive stakeholder reviews – Point of escalation for critical issue/risk resolution – Responsible for Project strategy, planning, staffing and financials – Supports ITRON staff with internal activity requirements
Project Manager (PM)	Responsible for overall ITRON Project delivery management as it relates to the ITRON Solution deliverables and responsibilities described in the SOW including: – Schedules and manages all ITRON Project resources and tasks – Manages Project financials, reporting and Project Plan – Provides monthly status reports – Participates in regular status calls – Manages ITRON internal tasks and reporting – Conducts Project kickoff
Itron Consultant(s)	– Provides Solution capabilities overview (introductory product overview) – Documents design & implementation requirements (RDD) – Facilitates business requirements gathering through Define phase workshops – Provides Systems integration support – Installs, configures and tests ITRON Software – Provides technical issue evaluation/resolution – Training activities – Supports operational readiness – Tier 2* support for technical issues until transitioned to ITRON Support Services Note: * Tier 2 defined in Testing Section

F.3. CUSTOMER Project Resources

CUSTOMER Role	Responsibilities
Project Sponsor	– CUSTOMER overall Project accountability – Attends CUSTOMER executive stakeholder reviews – Point of escalation for issue/risk resolution – Responsible for Project strategy, planning, staffing and financials – Supports CUSTOMER team with internal activity requirements
Program/Project Manager	CUSTOMER Works collaboratively with ITRON Project Manager: – Manages overall Project – Coordinates Project activities with ITRON Project Manager – Tracks progress – Manages communications and reporting – Manages Project issues and Project Plan

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CUSTOMER Role	Responsibilities
	– Reviews key documentation – Manages CUSTOMER Project resources and resource scheduling
IT Project Manager	– Responsible for CUSTOMER IT Project delivery components, including scope, deliverables, Project schedule – Directs CUSTOMER IT Project resources for completion of work and related components to Project schedule – Reports on IT Project deliverables – Provides resource scheduling – Manages assigned issues – Oversees IT build/implementation, IT integration, IT testing, training, and Transfer to production/support – Works collaboratively with ITRON Consultant(s)
Business Process Owner	– Has in-depth knowledge of all data components within applicable key business processes – Works collaboratively with ITRON Consultant – Gathers business requirements – Leads design and testing – Leads development of test cases – Reviews the RDD and/or other document requirements – Leads ongoing training – Provides Tier 1* support for System issues encountered during testing to Production – Provides Tier 2* support for System issues encountered during post Production Note: * Tiers defined in Testing section of this SOW.
Technical Resource(s)	– Acts as the CUSTOMER technical lead on the Project – Has access to other CUSTOMER technical or support resources and Systems as may be necessary to support the Project work or to troubleshoot Systems – Oversees CUSTOMER IT standards and IT server requirements (procurement and support) – Manages integration requirements with back-office systems including CIS. – Works collaboratively with ITRON Technical Consultant to: o Evaluate design requirements and supporting documentation o Supports development of test cases o Leads development of the Software Cutover Plan and/or evaluation prior to production cutover o Leads other system integration or upgrade requirements o Supports Production upgrade and cutover o Provides “Go-Live” technical support o Leads final System performance validation o Manages IT environments o Provides ongoing administration of other upstream systems (i.e. MDM, CIS, etc.) o Provides Tier 1* support for System issues encountered during testing to Production o Provides Tier 2* support for System issues encountered during post Production Note: * Tiers defined in Testing section of this SOW.

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G. Project Timeline & Resource Planning

A high-level timeline can be found in Appendix F (Proposed Project Timeline).

The level of Services estimated assumes that the Project timeline is consistent with the Project Schedule provided by ITRON. The Project timeline, deliverables and roles and responsibilities will be reviewed during the Define phase workshops.

Changes to the Project Schedule, including changes in the Project start date or Project duration, may require a change to this SOW and will be documented via the Change Control Process and may be subject to the Project support fees outlined in Section (Service Fees & Related Details).

Work is anticipated during working hours, local time, Monday – Friday. No after-hours, weekend, or holiday hours work is anticipated. Additional hours for this Project (outside the planned hours of the Project) may be available to CUSTOMER and will require a Change Order.

Should Project duration exceed eleven (11) months, a Change Order may be required.

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H. Key Activities & Deliverables

This section identifies the activities and deliverables by phase.

H.1. Phase Description

ITRON delivers the Project by following the ITRON Advantage methodology. The methodology is a series of best practice activities and deliverables which are organized by phases. These phases are:

- **Startup** – During this phase, the SOW is signed and reviewed by all assigned key Project Team members. A detailed Project schedule is developed with the CUSTOMER to ensure alignment and a successful Project launch.
- **Define** – During this phase, the Project Team gathers information to initiate and manage the Project. Key activities include a Project kickoff and solution requirements workshops where business and technical requirements are gathered to support the Project and Hosted System implementation objectives.
- **Design** – During this phase, the technical design specifications and plans required to meet the Project objectives are prepared. The key specification deliverable is the Business Solutions Requirements and Design (BSRD) Doc. This phase also includes the plans required to build, test, train and implement the solution.
- **Build / Test** – During this phase, plans to build and configure the ITRON solution as per the design(s) are executed, people are trained, and the solution is tested.
- **Deploy / Operate** – During this phase, the solution is launched in a Production environment during a Go Live / Cutover event scheduled in advance. After the Customer has operated the Hosted System for 10 days (AKA Stabilization Period), the Hosted System is transitioned to ITRON Support Services team.
- **Transfer** – The final phase in the methodology, the Transfer phase, involves transitioning full operations and maintenance of the solution to the CUSTOMER and closing out the Project. This also includes transitioning the CUSTOMER's ongoing support needs from the ITRON Project Team to ITRON Support Services team.

Note: Each activity / deliverable listed below will be identified with an **A** or **D**.

- Activity (A) – Project activity and/or task.
- Deliverable (D) – Project documents that do not require sign-off.
- Signed Deliverable (SD) – Project documents that do not require sign-off.

H.2. Startup

H.2.1. Comments & Clarifications

1.	None noted for sample

H.2.2. Deliverables/Activities

#	Project Deliverables / Activities	A/D	Description	ITRON	CUSTOMER
1.	Review Project Schedule	D	Review Project schedule with assigned resources, effort, and delivery dates.	PM builds schedule.	PM reviews and provides schedule input.

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#	Project Deliverables / Activities	A/D	Description	ITRON	CUSTOMER
2.	Establish Project Team	A	Finalize resources for the Project Teams. Gain organizational commitment of each resource and each resource's role on the Project Team.	PM finalizes ITRON Project resources.	Finalizes CUSTOMER Project resources

H.3. Define

H.3.1. Comments & Clarifications

1.	None noted.

H.3.2. Deliverables/Activities

#	Project Deliverables / Activities	A/D	Description	ITRON	CUSTOMER
1.	Kick-off meeting - first meeting of the Project Team.	A	The sessions will: • Review the SOW • Review the Project Schedule • Establish "next steps" and action items • Establish regular schedule for Project review meetings	Leads sessions as noted on the left.	Coordinates attendees, facilities and invites and participates in meetings listed on the left.
2.	Integration Workshop	A	During this activity Itron will review IEE functionality, data exports included in IEE, and configuration APIs.	Prepares and presents.	Coordinates attendees, facilities and invites and participates in meetings listed on the left.

H.4. Design

H.4.1. Comments & Clarifications

1.	–

H.4.2. Deliverables/Activities

#	Project Deliverables / Activities	A/D/SD	Description	ITRON	CUSTOMER
1.	IEE Requirements and Design Document (RDD)	SD	This document identifies the IEE and CUSTOMER requirements as well as the connection	Prepares and submits for	Reviews and signs upon

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#	Project Deliverables / Activities	A/D/SD	Description	ITRON	CUSTOMER
			between IEE and UIQ system. The RDD outlines the pre-configuration design, assumptions, and testing validation requirements using ITRON's standards.	review/sign-off. Note: ITRON owns the strategy and design through Design phase and provides support as required for the proceeding phases, unless otherwise noted.	agreement. Note: CUSTOMER Data Lead to assume the responsibility of historical data migration and synchronization Interface development effort with the assistance of ITRON.
2.	Interface Design Document (IDD)	SD	This document defines the custom integration solution, Leesburg Integration Tool (LIT) which provides required interfaces between Itron applications and Leesburg Backoffice systems as outlined in Appendix E.	Prepares and submits for review/sign-off.	Reviews and signs upon agreement.
3.	Solution Test Plan		See Testing Section of SOW		

H.5. Build

H.5.1. Comments & Clarifications

1.	ITRON to build required user group permissions within the ITRON Software application. Any additional requirements are the CUSTOMER's responsibility.
2.	Ongoing System configuration (adding, removing, changing meters, security, points, etc.) will be the responsibility of the CUSTOMER.

H.5.2. Deliverables/Activities

#	Project Deliverables / Activities	A/D/SD	Description	ITRON	CUSTOMER
1.	Configure ITRON Software	A		Installs and configures ITRON Software as per standard offering	
2.	Complete Systems Integration	A	Integrate System per RDD. Communicates completion.	ITRON will provides standard APIs (Multispeak & CRF for exports)	Primary includes data mapping and integration work along with scripting of file retrieval
3.	Provide Base Functional Test Cases	D	The Functional Test Cases verify accurate setup and configurations.	Provide Base Functional Test Cases	
4.	Conduct standard ITRON Functional Testing of ITRON Software for both Test and Prod hosted environments.	A	Functional testing verifies feature design and that parts of the ITRON System function as designed. Commonly used to	Performs Functional Testing of ITRON Software.	Reviews functional testing results

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#	Project Deliverables / Activities	A/D/SD	Description	ITRON	CUSTOMER
			validate larger features, user interface items, and intra-product capabilities.		
5.	Transfer to Support Plan initiated & meeting scheduled with ITRON Support Services	D	Plan identifies key details needed by ITRON Support Services to effectively support CUSTOMER It ensures that ITRON Support Services is informed and prepared to support CUSTOMER upon Project completion. It also provides an excellent opportunity for CUSTOMER to understand the service levels and protocols provided by ITRON Support.	Primary	Reviews
6.	Production Environment Operational	A	CUSTOMER has Production use of Solution	Provides Tier 2 support until Transfer to ITRON Support Services.	Owns full operational responsibilities.

H.6. Transfer

H.6.1. Comments & Clarifications

1.	None noted.

H.6.2. Deliverables/Activities

#	Project Deliverables / Activities	A/D/SD	Description	ITRON	CUSTOMER
1.	"As Built" IEE Requirements Design Document	D	Update Integrations and other requirements mapping to final design. Note: ITRON Support Services requires a last version of this RDD.	Primary	Reviews
2.	Final Transfer of Project to Support Services Plan completed & transition meeting conducted	D & A	This key activity formalizes the transfer of the Project to ITRON Support Services.	Primary	Attends
3.	Sign-off on Project Completion Form	SD	Conduct checklist review of completion criteria.	Prepares and submits for review/sign-off.	Reviews and signs upon agreement.

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I. Testing

Testing is a critical activity in deploying a successful Solution. It is also a great training opportunity. This section describes the testing activities for the Project.

I.1. Comments & Clarifications

1.	Itron will perform standard testing as per IEE standard test cases.
2.	ITRON will manage ITRON Solution specific Defects.
3.	Assignment of the severity levels to each testing issue or Defect will be reviewed and agreed to by both parties. Any discrepancy will be resolved by CUSTOMER & ITRON PMs. Note: Severity levels defined in the Testing section of this SOW.

I.2. Testing Types

The ITRON testing approach utilizes three testing types: Functional, Integration and End to End System Testing. This section describes each type of test.

Test Cycle	Description	Owner
Functional Testing	Functional Testing is completed by ITRON anytime ITRON Software is installed and/or configured during the Project. Basic Functional Tests are performed to verify component operation in one IEE (1) Production environment.	ITRON leads
Integration Testing	Integration testing is conducted to demonstrate that the required data flows are operating correctly between the systems in the System and maintain business integrity, in accordance with the respective requirements. Validates inter-product capabilities such as APIs, SOAP/WSDL and database connectivity. Often verifies correct security configuration.	CUSTOMER leads with ITRON technical support
End to End System Testing	As defined in the Test Plan and following Integration Testing, this testing combines both Functional and Integration Testing to verify that the developed System works holistically. System testing validates end-to-end business processes between all participating systems	CUSTOMER leads w ITRON technical support
Software Acceptance	Software Acceptance will occur once the build is complete and there are no Severity 1 or Severity 2 outstanding issues.	CUSTOMER leads w ITRON technical support

I.3. Deliverables/Activities

#	Project Deliverables / Activities	A/D/SD	Description	ITRON	CUSTOMER
Design Phase					
1.	System Test Plan	D	Once the Solution has been designed, test case may be prepared. This plan identifies the test approach, participants, schedule, environment setup, test case listing, success criteria,	Prepares template w/ Functional Testing Cases. Supports CUSTOMER in the completion of the Test Plan.	Completes the Test Plan w/ inputs required for CUSTOMER specific testing.

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#	Project Deliverables / Activities	A/D/SD	Description	ITRON	CUSTOMER
			and test problem management process.	Reviews final document.	
Build Phase					
2.	Review Standard Functional Test Cases	D	The Functional Test Cases verify accurate setup and configurations. Note: ITRON utilizes standard Functional Test Cases.	Primary	
3.	Conduct Functional Testing of ITRON Software	A	Functional Testing verifies feature design and that parts of the ITRON System function as designed. Commonly used to validate larger features, user interface items, and intra-product capabilities.	Performs Functional Testing of ITRON Software. ITRON will provide test results.	
4.	Develop Integration Test Cases	D	Integration Testing verifies integration-level work and configurations, critical to the enterprise Solution. Validates inter-product capabilities such as APIs, SOAP/WSDL and database connectivity. Often verifies correct security configuration. These Test Cases verify data is passing as expected.	Reviews completed Test Cases.	Primary
5.	Review Solution "End-to-End" Test Cases	D	Solution "End-to-End" Test Cases validates CUSTOMER business requirements with entire Solution in place for some key use cases.	Reviews completed Test Cases.	Primary
6.	Conduct Integration Tests	A	Execute the Integration Test Cases.	Provides Tier 2 support and management of ITRON Solution issues.	Leads testing and provides Tier 1 support. Conducts and manages all testing activity.
7.	Conduct Solution "End-to-End" Tests	A	Execute the Solution "End-to-End" Test Cases. This test should meet and validate Solution design objectives.	Provides Tier 2 support and management of ITRON Solution issues.	Leads testing and provides Tier 1 support. Conducts and manages all testing activity.

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I.4. Tier Support Levels

To address issues encountered during testing and until Transfer to GSS, Itron recommends that the Project Team implements the Tier support model as described below.

During testing, issues may require support from resources that are trained in the ITRON Solution. This section defines the tiers referenced in an earlier section.

Levels	Defined	Examples	Responsibility	Postproduction Examples
1	A resource that is trained on the ITRON Solution. They are considered process owners and are first level support for problems/issues encountered. Tier 1 is required to provide basic troubleshooting. For each issue encountered, they should collect the following information in their problem/resolution process: – What happened? – When did it happen? – Who encountered the issue? – What attempts were made to resolve? – Suggested next steps.	End user can't run a report. Tier 1 Support would provide support to this user.	CUSTOMER	CUSTOMER User can't find a report. Tier 1 would provide support to this user.
2	If Tier 1 is unable to resolve, Tier 1 escalates to Tier 2. Tier 2 are also trained in the ITRON Solution but have deeper product knowledge. If Tier 2 is unable to resolve, they will engage appropriate ITRON resource(s).	Through Tier 1 troubleshooting, it was determined that the issue was a system failure vs. a training issue. Tier 1 would escalate to Tier 2.	ITRON	CUSTOMER Report is not working. Tier 1 would escalate to Tier 2 if Tier 1 cannot resolve.

I.5. Severity Parameters

The following table defines the defect severity levels and mitigation steps for Solution component testing defects identified during the Project testing activities. ITRON and CUSTOMER will review all issues found through the associated testing process and agree on severity level assignment and applicable course of action as detailed below. This applies to Licensed Software and firmware, and to Go-Live and Solution Acceptance.

Level	Definition	Actions
1	Blocking	Blocks development, critical system processes and/or testing work - Prevents completion of critical system functions and no workaround exists. *Mitigation: Hosted System cannot Go-Live and CUSTOMER cannot accept the solution with any Severity Level 1 defects present without a plan in place to address via a planned software release or fix.*
2	Critical	Crashes, loss of data, and workaround is present, but difficult to pursue or is not sustainable long-term. *Mitigation: Hosted System cannot Go-Live, or CUSTOMER cannot accept the solution with*

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		any Severity Level 2 defects present without an acceptable workaround in place to address via a planned software release or fix.
3	Minor	Minor loss of functionality, with a mutually agreeable workaround present; managed through product lifecycle (normal scheduled release of application). *Mitigation: Hosted System can Go-Live with acceptable workaround and long-term plan in place to address issue via product release schedule.*
4	Non-Critical	Minor loss of non-critical system functions, usability issues, or other problems where acceptable workaround is present and does not impede critical operations. *Mitigation: These are cosmetic issues that may or may not have an easy workaround or short-term solution available but do not prevent Hosted System from Go-Live. Hosted System can be accepted with non-critical issues present.*

Note: ITRON Support Services provides their own severity levels. Please note that these are different.

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J. Training

J.1. Comments & Clarifications

1.	ITRON recommends that the CUSTOMER identifies a Trainer (and/or Training Lead) to assume ownership of the training sessions after the initial session/s have been provided and deliver any further additional training session requirements.
2.	Training materials will be delivered electronically and typically include Agenda (MS Word), Presentation (PowerPoint)
3.	CUSTOMER agrees to provide appropriate facilities for training as required by ITRON. Includes: Dedicated training space (not shared with other concurrent company work activities), white board and/or tablet space with markers for notations, diagrams, and projection equipment. For Software-based training, ITRON recommends one training computer per student (computer provided by CUSTOMER) – a minimum of one training computer for every two students is required. Training class size will be no more than 10 participants (unless approved by ITRON).
4.	CUSTOMER will ensure qualified resources participate in attendance of the scheduled training sessions. CUSTOMER will prepare the participants with the necessary background information to ensure a valuable training session. (For example: What is the training? What is the training objective? How long is the training? Why am I taking this training? Who is delivering the training? What if I have more questions?)
5.	Itron will provide training materials electronically.

J.2. Training Types

This section provides an overview of the typical training types offered as described in the Activities and Deliverables section. We use these types to group our training offerings.

#	Type	Description
1.	End User	End user has the knowledge to test and operate the system to accomplish the Project objectives. Example End User: CSR

J.3. Deliverables/Activities

#	Project Deliverables / Activities	A/D/SD	Description	ITRON	CUSTOMER
Design Phase					
1.	Training Schedule	D	ITRON works w/ CUSTOMER to plan the logistics and timing for training users on the delivered ITRON Solution.	incorporate into Project Schedule	Reviews and agrees to schedule.
Build Phase					
2.	Deliver End User Training	A	End user has the knowledge to test and operate the System.	Delivers first offering of training.	Delivers all additional training.

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K. Transfer to ITRON Global Support Services (GSS)

Transfer to ITRON Global Support Services (GSS) requires the following activities and deliverables be completed at least two weeks ahead of Go Live and System Cutover as well as completion of a 10-day Stabilization Period where the Hosted System is operated by CUSTOMER during that time:

K.1. CUSTOMER Responsibilities

1. System preparation and delivery of a System Cutover Plan and Implementation of Go-Live playbook for Hosted System.
2. Review of CUSTOMER's Go-Live playbook and meeting to address any concerns with ITRON resource attending.
3. Review a checklist of all preparation tasks required for Go-Live for Hosted System (if not already identified in Go-Live playbook).
4. Review of transfer plan for successful transfer from Project delivery to ITRON Global Support Services.

K.2. Transfer Deliverables

1. System Cutover Plan – CUSTOMER delivers plan for cutover of system after Go-Live.
2. Transfer Plan – ITRON delivers plan and checklist for transfer to ITRON GSS.
3. Pre-Transfer Meeting – CUSTOMER schedules a meeting with ITRON to review final checklist of all transfer items before Go-Live/System Cutover.
4. Transfer Approval – ITRON reviews and approves all transfer deliverables for cutover to ITRON GSS after successful Go-Live.
5. Final Transfer Meeting – ITRON schedules a meeting with CUSTOMER post-Go-Live to finalize hand-off of system to ITRON GSS to become engaged for any Production related issues (post-Stabilization Period).

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L. Project Completion Criteria

During the Project close out, both ITRON and CUSTOMER will review the completion criteria identified in this section. This review will be noted on the attached Project Completion Form in the Appendix. If all criteria, as identified, have been completed and the transfer to ITRON's Support Services is complete, CUSTOMER will provide a signed acknowledgement.

If CUSTOMER does not agree that the completion criteria have been met, it is the CUSTOMER's responsibility to provide written details as to what and how the SERVICES have not conformed to the SOW or the agreed upon criteria within (10) business days of this review. Once provided, ITRON may compile an action plan to correct in a timely manner and the process for formal acceptance can be repeated.

L.1. Document Deliverables

All deliverables identified in the **Project Scope** section have been provided to the CUSTOMER.

Upon signature/approval, all documents are considered final and no updates will be made unless otherwise agreed.

L.2. Project Closeout Activities

1. The CUSTOMER has been formally transfered to ITRON Support Services.
2. The following documents will be provided with *As Built* information:
   - Final Requirements Design Document (RDD)
   - Final Interface Design Document (IDD) for Itron Hosted System
3. Final Project invoices will be processed.

L.3. Comments & Clarifications

1.	None noted.

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M. Service Fees & Related Details

M.1. Services Fees

The Professional Services outlined in this SOW are being provided at a fixed Fee of $838,594.07. Travel expense is estimated at $1,990. Additional trips may be completed as mutually agreed. All travel time and expenses will be invoiced based on actuals, as incurred. Each travel and expense invoice is subject to a 15% administrative fee. Itron Cloud Service Fees will be invoiced in accordance with the Agreement.

Specific details related to these costs for the Project can be found in BMR # 28888-24 Ver2 Sept, which is attached hereto and incorporated herein by reference. Any changes to the Services as outlined will be addressed though the Change Control Process.

#	Milestone	Billing Milestone Description	%	Amount
1.	Project Kick-off Complete	Invoiced upon completion of Project Kick-off	10%	$83,859.40
2.	Requirements and Design Complete	Invoiced upon review of requirements document with CUSTOMER	10%	$83,859.40
3.	IEE Test Env. Setup and Functional Testing Complete	Invoiced upon completion of functional testing of IEE v10.4 in hosted Test env.	20%	$167,718.81
4.	IEE Training Complete	Invoiced upon completion of basic IEE training	10%	$83,859.40
5.	Leesburg Integration Tool Setup and Integration Testing Complete	Invoiced upon setup of Leesburg Integration Tool and completed system integration testing in Prod	20%	$167,718.81
6.	IEE Prod Env. Setup and Functional Testing Complete	Invoiced upon completion of functional testing of IEE v10.4 in hosted Prod env.	10%	$83,859.40
7.	Go Live/Cutover Event Complete	Invoiced upon cutover to Production environment	10%	$83,859.40
8.	Transfer to Itron Support and Project Signoff Complete	Invoiced upon completion of transfer meeting with Itron Support	10%	$83,859.40
			Total	**$838,594.07**

If, for reasons outside of ITRON's control, the Project extends beyond the duration specified in Section C.1, or work is required outside of the defined scope of this SOW, a Change Order will be required.

Additionally, in support of an extended Project duration beyond the defined endpoint volume duration, CUSTOMER agrees to pay for additional weekly Project support to be charged to the Project equivalent of eight (8) hours per week invoiced at the then current Program Management hourly rate plus any related Travel & Expenses. Additional support hours charged will be used at ITRON's discretion and billed (itemized) in conjunction with the Services fees defined in this agreement. Excluded from this clause are unexpected delays or Project obstruction attributed to scenarios involving Itron caused delays or force majeure as agreed upon by the parties. If Itron caused delays lead to need for additional weekly Project support, then Itron shall provide such support to CUSTOMER at no additional charge.

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N. Appendix A – Change Control Process

N.1. Change Control Process

An ITRON Change Order Form ("***Change Order***") will be used for communicating changes to this SOW. The Change Order must describe the change requested, the rationale for the change, the estimated price and the effect the change will have on the overall Project. All Change Orders must be approved and signed by CUSTOMER and ITRON. No work shall commence prior to the CUSTOMER authorization of this change order.

#	Step	ITRON	CUSTOMER	Notes
1.	Identify scope change.	☒	☒	Either party may identify a scope change.
2.	Submit a formal request for a Change Order.	☒	☒	Party identifying the scope change should submit the change request via email. – Request should include: – Problem Statement – Requirements
3.	Assess impact (scope, schedule, resources) and prepare brief summary.	☒	☐	
4.	Report impact results and submit Change Order form.	☒	☐	Should include: – Scope change described – Cost change – Project schedule impacts
5.	Authorize Change Order and email executed copy to ITRON Legal.	☐	☒	
6.	ITRON Legal executes Change Order and emails copy to CUSTOMER and ITRON Project Manager.	☒	☐	

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O. Appendix B – Change Order Form "Sample"

	Name	Date
Client Name:		
Requestor:		
Client Authorization:		
ITRON PM Approval:		
ITRON Contract Auth.:		

Statement of Work Title

Statement of Work Signature Date

Change Order #

Send Pricing Summary to Client? ☐ Yes ☐ No

Has contract been signed? ☐ Yes ☐ No

General Comments:

Order Processing:

PO/Contract #: _____

Comments: _____

Hardware Changes:

Qty	Item Description	Unit Price

Qty	Item Description	Unit Price

Comments:

Software Changes:

☐ Modifications ☐ Meter Licenses ☐ Other

Description	Unit Price

Implementation Labor and Expense:

☐ Billable ☐ Non-billable Charge to: _____

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Purpose	Description	Days	@ $	Total
	Labor			
	Per Diem			
	Misc.			
	Total			

Other Changes:

Change Order: >Author Name

Please return this signed Change Order for formal ITRON Contract Authorization and Execution to your Account Executive

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P. Appendix C – SOW Definitions

Term	Definition
API	Application Programming Interface
RDD	Consolidation Configuration Document. An ITRON Deliverable requiring CUSTOMER signature. This document outlines CUSTOMER requirements aligned to the IEE scope including defined configurations, high level integration design, etc.
CIS	CUSTOMER's Customer Information System.
Environment Availability	The point in time when Itron provides environment logins to the Customer, and Customer confirms ability to log into IEE applications. Any access issues encountered by the Customer must be reported to Itron within three (3) Business Days of receiving logins from Itron or will otherwise be deemed accepted.
Functional Testing	Testing that is completed by ITRON anytime Licensed Software is installed and/or configured during the Project. Basic Functional Testing is performed to verify component operation.
Global Support Services (GSS)	ITRON Global Support Services department who provides CUSTOMER with post-Project issue escalation/resolution.
Go Live	Go Live is the point in the Project when CUSTOMER moves from the previous reading/meter data management process to using the System to facilitate the delivery of billing determinants. This step is typically done over a weekend in order to minimize impact to billing processes.
HES	Head End System. IEE is compatible with Itron Riva and Itron UIQ AMI systems.
Hosted System	The 'To be' CUSTOMER IEE 10.x hosted system all AMI hardware and software applications are located and covered by Itron's SaaS support agreement with CUSTOMER.
Interface	Integration point between two components within the CUSTOMER Solution that has an agreed format to exchange information or complete a transaction. This is commonly a web service or batch file and typically is implemented between an ITRON and non-ITRON component of the System.
Integration Testing	Integration testing conducted by the CUSTOMER to demonstrate that the required data flows are operating correctly between the systems in the Hosted System and maintain business integrity, in accordance with the respective requirements. Attention is paid to the physical mechanics of the Interfaces, such as the data transport management.
LIT	Leesburg Integration Tool. This is a custom integration developed by ITRON to connect CUSTOMER systems outlined in Appendix E.
MDMS or MDM (ITRON's Enterprise Edition – IEE)	ITRONs Meter Data Management System (Itron Enterprise Edition or IEE) that is used to collect data from the ITRON Headend and to deliver billing determinants to CUSTOMER's CIS system as defined herein.
Project	The development and implementation of the System, which includes the design, installation, configuration, training, testing, deployment, optimization, and provisioning of the System.
Project Schedule	Project Schedule as mutually agreed upon following Project Kickoff and start up discussions. Not to exceed the duration defined herein.
Project Team	CUSTOMER, CUSTOMER partners, ITRON and ITRON partners who support the Project.

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Term	Definition
Stabilization Period	Ten (10) Day period when System is operated by CUSTOMER while Production environment is up and running successfully before transfer to ITRON Global Support Services takes place.
System (or Solution)	The design, implementation, configuration, operation, and maintenance of the AMI System comprised of Services, Equipment and Licensed Software sold or licensed pursuant to the Agreement and deployed per this SOW.
System Cutover	Cutover from current system to new IEE 10.x System.
Test Plan	A CUSTOMER deliverable, reviewed by ITRON, that describes the phases of testing for the Project, test objectives for each phase, test entry criteria, test phase exit criteria, and test cases. Includes ITRON-led Functional Testing and CUSTOMER-led Integration and End to End System Testing.
Validation & Estimation	Functionality within IEE allows reading data to be validated against configured rules (identified in the RDD) and then automatically estimated to provide accurate billing data.

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Q. Appendix D – Project Completion Form "Sample"

Q.1. About This Document

This document will be used to formally acknowledge the completion of the Project related work and criteria as defined in the SOW. A meeting will be conducted by the ITRON Project Manager with CUSTOMER Project Manager to review the completion criteria and the close out of the Project. This document will record agreements reached during that meeting.

ITRON Project Manager with CUSTOMER Project Manager should refer to the SOW for guidelines on acceptance upon formal acknowledgement of completion, the Project delivery and related SOW will be considered complete.

Q.2. Notification Review Meeting Participation & Acknowledgement

Name	Company	Position	Date of Meeting
	CUSTOMER	Project Manager	
	ITRON	Project Manager	

Q.3. Project Details

Oracle Project Number	
CUSTOMER	[CustomerFullName]
SOW Description	

Q.4. Completion Criteria

Please check the boxes below to confirm that the following items have been completed:

☐ Project Completion Criteria, as defined in the Project Completion Criteria section of the SOW, have been met

☐ Signed deliverables, as defined in the Project Scope section of the SOW, have been received by CUSTOMER.

☐ All invoices have been received by the CUSTOMER.

☐ The Project has been transferred to ITRON Support Services.

☐ CUSTOMER agrees to the completion of the Services as described within the SOW and the Completion Criteria identified.

Q.5. Authorization

CUSTOMER	ITRON, Inc.
Authorized Signature	**Authorized Signature**
Printed Name	**Printed Name**
Date	**Date**

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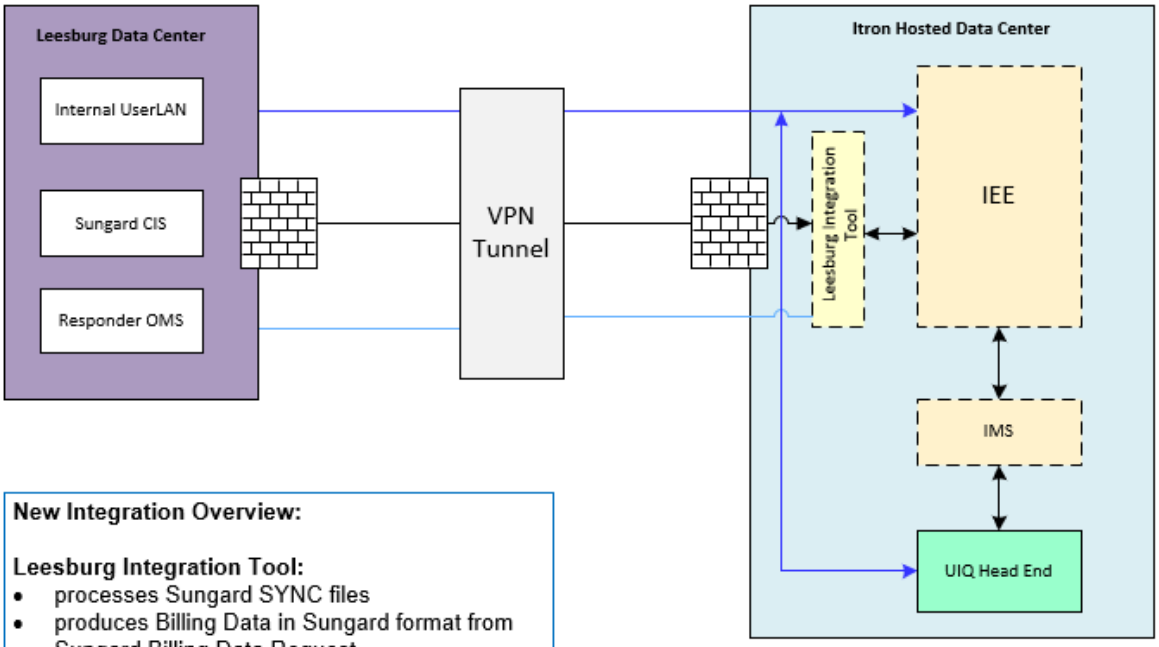
R. Appendix E - Preliminary Integration Architecture Design

The following diagram is a preliminary draft of the planned integration architecture subject to change until the Interface Design Document is completed.

Preliminary Integration Architectural Design v1 - 9/9/24



New Integration Overview:

Leesburg Integration Tool:

- processes Sungard SYNC files
- produces Billing Data in Sungard format from Sungard Billing Data Request
- produces CIM outage messages for Telvent OMS

IEE: provides long-term data storage for readings/ events; can provide other MDMS functionality

IMS: handles all integration between IEE and UIQ

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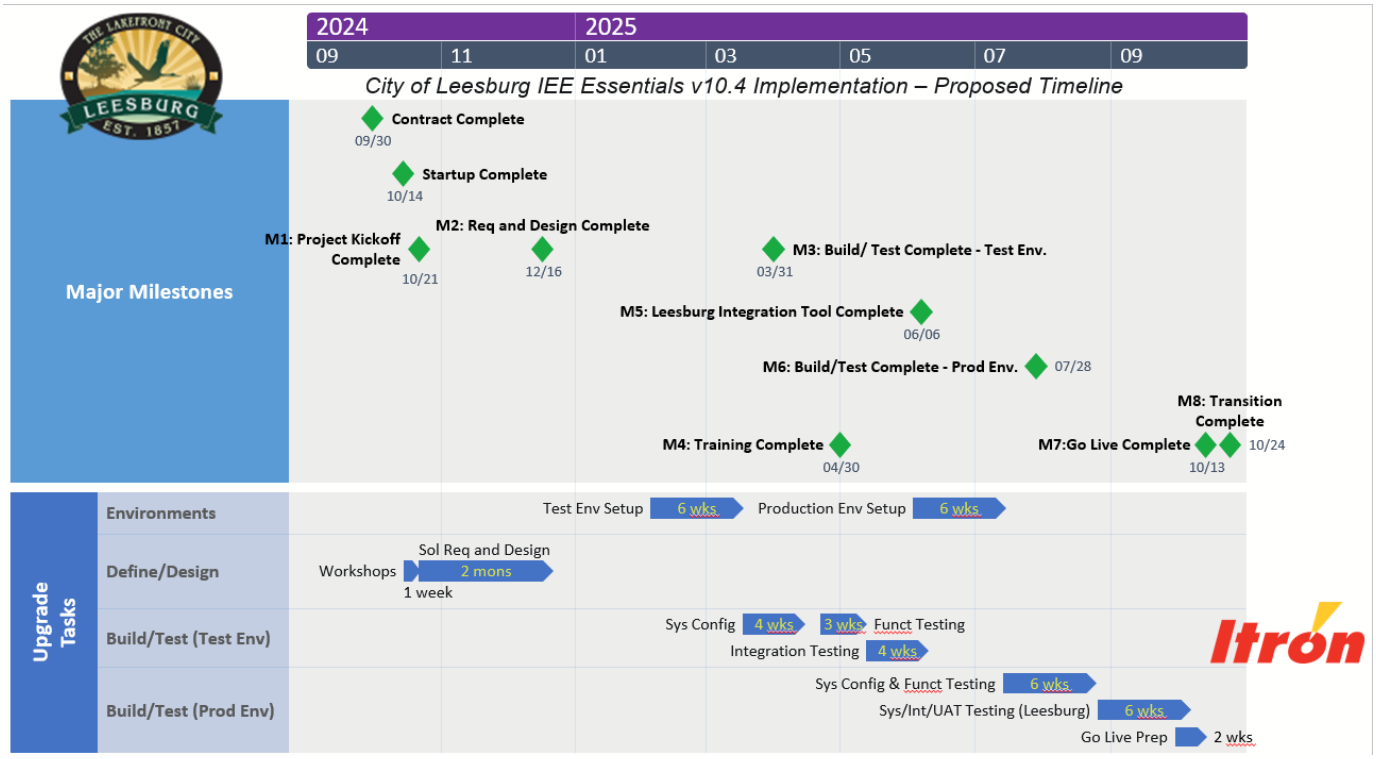
S. Appendix F - Preliminary Project Timeline



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00056359.0

MASTER SALES AGREEMENT

This Master Sales Agreement (this "**Agreement**") is made between **Itron, Inc**., a foreign profit corporation doing business in the State of Florida, having an address at 2111 N. Molter Road, Liberty Lake, WA 99019, USA ("**Itron**") and City of Leesburg, Florida, a Florida municipality, having an address at PO Box 490630 Leesburg, FL 34749-0630 US ("**Customer**") on the last date of execution below ("**Effective Date**"). Itron and Customer are referred to individually as a "**Party**" and collectively as the "**Parties**".

General Terms and Conditions

1 Introduction

1.1 Scope and Structure.

This Agreement applies to certain products and services provided by Itron to Customer and consists of these General Terms and Conditions, Addenda, Order Documents and Statements of Work. The Addenda, Order Documents and Statements of Work form integral parts of this Agreement as if fully set forth in this Agreement, and all provisions appearing therein shall be deemed to be incorporated into and made a part of this Agreement.

1.2 General Terms and Conditions.

These General Terms and Conditions contain terms and conditions that are generally applicable to all products and services provided by Itron to Customer under this Agreement.

1.3 Addenda.

Addenda contain supplemental terms and conditions applicable to certain categories of products and services. Addenda incorporated into this Agreement on the Effective Date are identified on the Attachment Schedule to these General Terms and Conditions. After the Effective Date, the Parties may add Addenda to this Agreement by written amendment signed by the Parties.

1.4 Order Documents.

Order Documents contain Fees, any related Statements of Work, and supplemental and/or modified terms and conditions applicable to specific products and/or services. Order Documents incorporated into this Agreement on the Effective Date are identified on the Attachment Schedule to these General Terms and Conditions. After the Effective Date, the Parties may add additional Order Documents. Any additional Order Documents must be signed by the Parties to be effective.

1.5 Order of Precedence.

If there is any inconsistency between an Order Document and these General Terms and Conditions, these General Terms and Conditions shall control, unless expressly stated otherwise in the Order Document.

1.6 Purchase Order Requirement.

Customer shall purchase or license products or services described in each Order Document or Statement of Work under this Agreement by issuing a purchase order or similar ordering document ("**Purchase Order**") indicating specific products and services, Itron part numbers, quantity, unit price, total purchase price, shipping instructions, requested shipping dates, bill-to and ship-to addresses, tax exempt certifications, if applicable, and expressly referencing the terms of this Agreement. No Purchase Order is binding on Itron unless accepted by Itron. No contingency contained on any Purchase Order shall be binding upon Itron. The Parties agree that the terms of this Agreement shall apply to all Purchase Orders. The Parties hereby reject any additional or inconsistent terms of any Purchase Order or other correspondence or documentation submitted by Customer to Itron.

2 Definitions.

The following defined terms are used throughout this Agreement. Additional terms may be defined in Addenda, Order Documents and Statements of Work.

Affiliate means any legal entity that directly or indirectly controls, is controlled by, or is under common control with, a Party to this Agreement, where "control" means ownership of at least fifty percent (50%) of the equity having the power to vote on or direct the affairs of the entity.

Claim means an unaffiliated third-party claim, action, cause of action, or demand for damages, costs, expenses (including reasonable attorney's fees), and/or other relief.

Confidential Information means all information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. The Confidential Information of each Party includes the terms and conditions of this Agreement, as well as business and marketing plans, pricing, technology and technical information, trade secrets, product plans and designs, and business processes disclosed by such Party. However, Confidential Information does not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

Customer Data means all data about Customer's end users that Itron acquires, develops, or derives in connection with the performance of services under this Agreement. Customer Data may include Personally Identifiable Information relating to a Customer end user, which is not generally available to the public. However, Customer Data does not include Deidentified Data.

Defended Party means a Party entitled to defense from the other Party under Section 7 ("Third-Party Claims") of these General Terms and Conditions.

Defending Party means a Party obligated to provide defense to the other Party under Section 7 ("Third Party Claims") of these General Terms and Conditions.

Deidentified Data means information that cannot reasonably be used to infer information about a Customer end user.

Documentation means user manuals, training materials, product descriptions and specifications, technical manuals, supporting materials and other documentation relating to products and services offered by Itron, which Itron has made available to Customer.

Fees means all amounts to be paid to Itron by Customer under this Agreement.

Intellectual Property means all worldwide rights, title and interest in or relating to any intellectual property or industrial property, whether protected, created or arising under the laws of any jurisdiction, including: (i) all patents, utility models and industrial design registrations and all applications for any of the foregoing (including all continuations, divisionals, continuations-in-part, provisionals, renewals, reissues, re-examinations, substitutions, additions, extensions, inventor's certificates and any foreign equivalents of any of the foregoing), (ii) all trademarks, service marks, brand names, trade dress, logos, corporate names, trade names, and other source of business identifiers and general intangibles of a like nature, in each case, together with all goodwill, registrations and applications for registration, extensions and renewals related to any of the foregoing, (iii) all copyrights and works of authorship, in each case, whether or not registered or published, and all registrations, applications, reversions, extensions and renewals for any of the foregoing, and all moral rights, however denominated, (iv) all Internet domain names, and (v) all trade secrets, and other know-how, ideas, technology, software, discoveries, improvements, formulae, confidential and proprietary information, technical information, techniques, inventions, designs, drawings, procedures, processes, methods and models, in each case, whether or not patentable or copyrightable.

Order Document means (i) any document attached hereto and identified as an Order Document on the Attachment Schedule to these General Terms and Conditions on the Effective Date, and (ii) any other document identified as an Order Document that contains Fees and any related Statement of Work and supplemental terms and conditions applicable to specific products and/or services, references this Agreement, and is signed by the Parties after the Effective Date.

Personally Identifiable Information means information about an individual, including any information that can be used to reveal an individual's identity or that is linkable to an identifiable individual.

Statement of Work or **SOW** means any document identified as a Statement of Work and describing professional services to be provided by Itron that (i) is attached to an Order Document, or (ii) references this Agreement and is signed by the Parties.

Territory means the country in which Itron delivers products and services to Customer.

3 Term.

The initial term of this Agreement begins on the Effective Date and expires seven (7) years following the Effective Date. Thereafter, the term of this Agreement will renew for successive one-year periods for a total of three (3) additional one-year terms if mutually agreeable by both Parties, unless either Party provides the other with written notice of its intent not to renew at least ninety (90) days prior to commencement of the next renewal period. Any in-process Statements of Work and any accepted Purchase Orders as of the expiration date of this Agreement shall be completed by the Parties and the term of this Agreement will be extended solely for that purpose until completion. This section is subject to Section 11 ("Termination") of these General Terms and Conditions.

4 Warranties and Disclaimer.

All warranties relating to products and services provided by Itron under this Agreement are set forth in the applicable Addendum or Order Document.

EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED BY ITRON UNDER THE APPLICABLE ADDENDUM OR ORDER DOCUMENT, ITRON MAKES NO WARRANTY OF ANY KIND RELATING TO PRODUCTS AND SERVICES AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING: (I) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (II) WARRANTIES OF TITLE AND NON-INFRINGEMENT, AND (III) WARRANTIES ARISING FROM STATUTE, OPERATION OF LAW, COURSE OF DEALING, PERFORMANCE, USAGE OR TRADE PRACTICE. TO THE EXTENT ANY IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. ITRON AND ITS SUPPLIERS DO NOT WARRANT OR REPRESENT THAT PRODUCTS OR SERVICES WILL BE FREE FROM BUGS OR ERRORS OR THAT THEIR USE WILL BE UNINTERRUPTED. ITRON ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY INTERRUPTION OR CESSATION OF TRANSMISSION VIA CUSTOMER OR THIRD-PARTY WIDE-AREA NETWORK (WAN), CELLULAR OR OTHER PUBLIC COMMUNICATIONS OR BROADBAND SYSTEMS (INCLUDING OUTAGES, DISCONTINUANCE, DEVICE NON-REACHABILITY, LOSS OR INACCURATE READING) OR FOR ANY CONSEQUENCES, LOSSES, OR DAMAGES ARISING FROM CHANGES MADE BY CUSTOMER TO THE CONTENT OR PROGRAMMING OF EQUIPMENT (UNLESS CAUSED BY A DEFECTIVE PRODUCT). THESE DISCLAIMERS WILL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED UNDER THIS AGREEMENT.

5 Intellectual Property.

5.1 Reservation of Intellectual Property.

Subject to the limited rights expressly granted by Itron to Customer under this Agreement, Itron reserves all of its Intellectual Property and, as between the Parties, Itron owns all rights, title and interest in and to its Confidential Information and the products, services and related deliverables provided by Itron under this Agreement. Subject to the limited rights expressly granted by Customer to Itron under this Agreement, Customer reserves all of its Intellectual Property and, as between the Parties, Customer owns all right, title and interest in and to its Confidential Information, including Customer Data. All rights, titles, and interests not specifically and expressly granted by either Party hereunder are hereby reserved. Nothing in this Agreement will be understood to preclude or limit Itron from developing or providing

products, services, or related deliverables for itself or other customers, irrespective of the possible similarity of such products, services, or related deliverables to those delivered to Customer.

5.2 Customer Feedback.
Customer hereby grants Itron a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into any products and services any suggestions, enhancement requests, recommendations or other feedback provided by Customer ("**Customer Feedback**"). As between the Parties, Itron will own all rights, title, and interest in and to any products, services, or enhancements developed by or on behalf of Itron based on any Customer Feedback.

6 Fees, Invoicing, Payment, and Taxes.
Customer is a "local government entity" within the meaning of the Florida Local Government Prompt Payment Act, Section 218.70, et seq., Florida Statutes (the "Act"). This law requires the Customer to make timely payment for services and establishes procedures for calculation of payment due dates. Itron acknowledges that it has had the opportunity to review the Act and that its provisions supersede any inconsistent provisions of contracts between the District and the Contractor.

6.1 Fees.
Subject to the Act, fees for products and services are set forth in the applicable Order Document or Statement of Work. Unless otherwise provided in an applicable Addendum, Order Document, or Statement of Work, Fees for products and services are valid for one (1) year from the effective date of the Order Document or Statement of Work.

6.2 Invoicing.
Subject to the Act, Itron will invoice Customer for products and services in accordance with the applicable Addendum, Order Document or Statement of Work. Itron will issue invoices to Customer via email to an email address, which Customer shall designate. If the designated email address changes, Customer shall notify Itron of that change within three (3) business days after the change.

6.3 Payment.
Subject to the Act, Customer must pay each invoice within thirty (30) days from the original invoice date. Payment must be made in US Dollars (USD) and made by electronic transfer to a bank account designated by Itron.

6.4 Invoice Disputes.
Subject to the Act, Customer shall notify Itron in writing of any dispute with any invoice (along with substantiating documentation and a reasonably detailed description of the dispute) within ten (10) days from the original invoice date. Invoices for which no such timely notification is received shall be deemed accepted by Customer as true and correct, and Customer shall pay all amounts due under such invoices within the period set forth in Section 6.3 above. The Parties shall seek to resolve all such disputes expeditiously and in good faith in accordance with the dispute resolution provisions set forth in Section 14 ("Disputes") of these General Terms and Conditions. Notwithstanding anything to the contrary, each Party shall continue performing its obligations under this Agreement during any such dispute, including timely payment by Customer of all undisputed amounts due and payable under this Agreement.

6.5 Late Payment.
Subject to the Act, except for invoiced payments that Customer has timely disputed, all late payments shall bear interest at the lesser of the rate of one percent (1%) per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall also reimburse Itron for all reasonable costs incurred in collecting any late payments, including attorney fees. In addition to all other remedies available under this Agreement or at law (which Itron does not waive by the exercise of any rights hereunder), Itron shall be entitled to suspend the provision of any services and/or delivery of any products if Customer fails to pay any undisputed amounts when due hereunder and such failure remains uncured for fifteen (15) days following written notice thereof.

6.6 Right to Sell Receivables.
Subject to the Act, Customer agrees that Itron is entitled to sell and assign amounts due by Customer related to an undisputed invoice to any third party. Customer agrees to promptly sign all such documents, and take all such further actions, as Itron may reasonably request from time to time to facilitate and/or evidence such sale and assignment.

6.7 No Setoff.
Subject to the Act, Customer shall not withhold payment of any amounts due and payable under this Agreement by reason of any setoff of any claim or dispute with Itron, whether relating to Itron's breach, bankruptcy, or otherwise.

6.8 Payment Assurance
Subject to the Act, notwithstanding Section 6.3 above or anything else to the contrary, as a condition to Itron's acceptance of any Purchase Order for products and/or services under this Agreement, or the delivery thereof, Itron may at its sole discretion require Customer to (a) prepay all or a portion of the Fees for any such products and/or services, and/or (b) open an irrevocable and confirmed revolving letter of credit ("**Letter of Credit**") or bank guarantee ("**Bank Guarantee**") through a prime European/Global bank, and in a form, acceptable to Itron in accordance with written instructions provided by Itron. The Letter of Credit or Bank Guarantee shall name Itron as the beneficiary and be maintained by Customer at its expense in an amount requested in writing by Itron, provided that such amount shall not exceed the total aggregate unpaid amount of Fees for undelivered products and services associated with all Purchase Orders submitted by Customer under this Agreement, minus the amount of any prepayment made by Customer to Itron for such products and services at Itron's request in accordance with this Section. The Letter of Credit or Bank Guarantee shall allow multiple payments and be payable in accordance with the following payment terms: (i) equipment – 100% of amounts due for equipment shall be paid within thirty (30) days (or such other period agreed upon by Itron in writing) after presentation of the bills of lading made out to the order of Customer or Itron, a commercial invoice duly issued by Itron in accordance with this Agreement, and a packing list issued by Itron for the equipment against which Itron seeks payment, and (ii) software and services – 100% of amounts due for licensed software and/or services shall be paid within thirty (30) days (or such other period agreed upon by Itron in writing) after presentation of a commercial invoice duly issued by Itron in accordance with this Agreement.

6.9 Taxes.
Subject to the Act, all prices are exclusive of any taxes, however designated, including without limitation sales or use, goods and services, consumption or other similar fees or taxes imposed on it with respect to the payments due to Itron under this Agreement. Customer shall be responsible for and pay on a timely basis any taxes imposed on it related to products and services provided by Itron pursuant to this Agreement (except for taxes based on Itron's net income) or shall present Itron with an exemption certificate or direct pay permit authorized by the relevant taxing authorities. Applicable taxes shall, to the extent practical, be billed as a separate item on each invoice. The Parties agree to fully cooperate with one another regarding taxes and any related issues arising from this Agreement and to use reasonable efforts to make use of any lawful reliefs or exemptions that could apply. Customer shall indemnify and hold Itron and its affiliates harmless from any tax liability assessed against Itron or its affiliates but rightfully owed by Customer arising from or related to any transactions relating to this Agreement.

7 Third-Party Claims.

7.1 Claims Against Customer.
Itron will defend Customer against any Claim, and will pay for the resulting costs and damages finally awarded against Customer to the third-party claimant by a court of competent jurisdiction or agreed to in settlement by Itron, arising from or related to: (i) personal bodily injury, death, or damage to tangible personal property or real property, to the extent caused by the negligence of Itron, or (ii) infringement, misappropriation or violation of any third-party Intellectual Property within the Territory by any products or services developed by Itron and provided to Customer under this Agreement. If Itron receives notice of an alleged infringement by any products or services, or if Itron reasonably believes that an infringement Claim is likely, Itron may stop delivery of the affected products or services without liability for failure to deliver them. Itron will have the right, at its sole option, to obtain the right for Customer to continue use of the affected products or services, or to replace or modify the affected products or services so that they are no longer alleged or believed to infringe, if it can be done without significant loss of functionality. If neither of the foregoing options

are available to Itron on commercially reasonable terms, Itron may terminate Customer's use of the affected products or services without further liability under this section, in which case Itron will refund to Customer the depreciated value of the affected product and any prepaid unused portion of the affected service.

Itron will have no obligation under Section 7.1(ii) for any Claim arising from or related to: (a) any modification to products or services made either without Itron's prior written consent or by a person other than Itron or an authorized representative of Itron, (b) failure to use updated or modified products or services as provided by Itron, (c) any use of any release of Itron software or any firmware other than the most current release made available to Customer, (d) any use of products or services not in accordance with this Agreement and applicable Documentation, (e) Itron's compliance with any designs, specifications, or instructions provided by Customer, or (f) any use of any wireless data services provided by Customer or a third-party.

7.2 Claims Against Itron

Customer will defend Itron against any Claim, and will pay for the resulting costs and damages finally awarded against Itron to the third-party claimant by a court of competent jurisdiction or agreed to in settlement by Customer, arising from or related to: (i) personal bodily injury, death, or damage to tangible personal property or real property, to the extent caused by the negligence of Customer, (ii) infringement, misappropriation or violation of any third-party Intellectual Property within the Territory by any Customer Data or other content or information provided by Customer to Itron, (iii) any privacy or data security law related to Customer's provision of Customer Data to Itron, or (iv) Customer's use of products or services not in accordance with this Agreement and applicable Documentation.

7.3 Conditions to Defense.

As a condition to the Defending Party's obligations under Section 7.1 or Section 7.2 above, the Defended Party must: (i) promptly notify the Defending Party in writing of the Claim, (ii) give the Defending Party all reasonably requested information and assistance in connection with the Claim in a timely manner, and (iii) give the Defending Party the sole right to control the defense and settlement of the Claim. The Defending Party shall not enter into any settlement of a Claim against a Defended Party without the Defended Party's prior written consent unless: (a) there is no admission of fault of the Defended Party, (b) there is no injunctive or other non-monetary relief against the Defended Party, and, (c) the settlement includes the claimant's or plaintiff's release of the Defended Party from all liability relating in any way to the Claim.

7.4 EXCLUSIVE REMEDY.

THIS SECTION 7 CONSTITUTES EACH PARTY'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THIRD PARTY CLAIMS BROUGHT AGAINST THAT PARTY.

8 Insurance.

Itron will maintain the following minimum levels of insurance: (i) workers' compensation insurance for Itron employees equal to applicable statutory limits and an employer's liability policy in an amount not less than $1,000,000.00, (ii) an occurrence form commercial general liability policy or policies in an amount not less than $1,000,000 per occurrence and $2,000,000.00 aggregate, (iii) an automobile liability policy or policies in an amount not less than $1,000,000.00 combined single limit, and (iv) a professional liability policy or policies insuring against liability for errors and omissions covering professional activities contemplated under this Agreement in an amount not less than $1,000,000.00. Upon written request, Itron will provide Certificates of Insurance evidencing the coverage described, so long as Itron is providing products or services under this Agreement.

9 Customer Data and Deidentified Data.

Each Party shall comply with applicable data protection laws relating to Customer Data and implement and establish reasonable security measures for the protection and retention of Customer Data. To the extent Customer Data includes Personally Identifiable Information, and Itron processes such Customer Data on behalf of Customer as part of the services provided by Itron under this Agreement, the Parties will comply with the *Itron Data Processing Agreement* (the "**Data Processing Agreement**"). The Data Processing Agreement is available at https://www.itron.com/legal/privacy/contracts is incorporated herein by reference, and will remain in force during the term of this Agreement.

Customer hereby grants Itron a non-exclusive, royalty-free, perpetual, worldwide license to copy, modify, use, sublicense, distribute, display, create derivative works of all Customer Data for the purposes of: (i) providing products and services to Customer, (ii) testing, troubleshooting, and optimizing performance and quality of Itron's products and services, and (iii) generating, storing, distributing, and using Deidentified Data for any lawful purpose. Itron will use reasonable methods, such as anonymization and aggregation, that are designed to ensure that Deidentified Data cannot be associated with any consumer or household, and shall use Deidentified Data only for analysis, reporting, program management, to maintain, improve, and develop its products and services, and other lawful purposes. Itron shall not attempt to reidentify any such Deidentified Data except as necessary to determine that its deidentification processes satisfy the requirements of this Section. Itron's use of Deidentified Data shall not conflict with Itron's obligations under this Agreement.

Customer warrants that: (a) it has the legal right and authority to grant Itron the license rights described above, and (b) Itron's exercise of such rights in accordance with this Agreement will not violate any applicable laws or regulations or cause a breach of any agreement or obligation between Customer and any third-party.

10 Confidentiality.

Each Receiving Party acknowledges that the Disclosing Party's Confidential Information is the property of and confidential to, or a trade secret of, the Disclosing Party. The Receiving Party: (i) must keep the Disclosing Party's Confidential Information confidential and may not directly or indirectly disclose, divulge or communicate that Confidential Information to, or otherwise place that Confidential Information at the disposal of, any other person without the Disclosing Party's prior written approval, (ii) must take reasonable steps to secure and keep secure all Disclosing Party's Confidential Information coming into its possession or control, (iii) may not disclose any Confidential Information to anyone other than the Receiving Party's employees, agents, contractors or subcontractors and professional advisors, or those of its Affiliates, who have a legitimate need to know such Confidential Information, (iv) must use the Confidential Information solely for purposes related to the subject matter of this Agreement or for potential future commercial transactions between the Parties not otherwise covered by a separate agreement, and (v) must ensure that any person to whom it discloses Confidential Information in accordance with this Section is subject to binding confidentiality obligations that are at least as restrictive as those set forth in this Section. Notwithstanding any language to the contrary, the Receiving Party may disclose the Disclosing Party's Confidential Information to the extent it is compelled by law to do so, if the Receiving Party gives the Disclosing Party prior written notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest such disclosure.

Notwithstanding the confidentiality obligations stated above, the Parties acknowledge that Customer is a public agency subject to the Florida Public Records Law, Chapter 119 Florida Statutes. As such, Customer may be required to disclose information that is otherwise confidential if such disclosure is mandated by the Public Records Law. IF ITRON HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITRON'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT ANDI PURVIS, CITY CLERK, AT 501 W Meadow Street, Leesburg, FL 34748, 352-728-9786, ext. 1150.

Itron must comply with public records laws, specifically to:

1. Keep and maintain public records required by the Board to perform the service.
2. Upon request from the Customer's custodian of public records, provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119. Florida Statutes, or as otherwise provided by law.
3. Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if Itron does not transfer the records to the Customer.
4. Upon completion of the Agreement, transfer, at no cost to the Customer, all public records in possession of Itron or keep and maintain public records required by the Customer to perform the service. If Itron transfers all public records to the Customer upon completion of the Agreement, Itron shall destroy any

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Itron keeps and maintains public records upon completion of the Agreement, Itron shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the Customer's custodian of public records, in a format that is compatible with the information technology systems of the Customer. No public record created by or in the possession of the Customer or Contractor is exempt or confidential unless it is subject to a specific provision of Florida statute conferring exempt or confidential status, and public records, other than exempt or confidential public records, will be provided by the Customer to any person upon request without notice to Itron.

11 Termination.

1. All or part of this Agreement may be terminated under the following conditions;

   a. **For Convenience**
   Customer may terminate this Agreement for convenience upon ninety (90) days' prior written notice to Itron. If Customer terminates this Agreement for convenience, in addition to all other amounts due under this Agreement, Customer shall be obligated to: (i) pay all undisputed fees and related reimbursable expenses due for services rendered prior to the effective date of termination for convenience in accordance with applicable payment terms (provided, however, that fees to be paid based on milestone achievement will be paid on a pro rata basis based on the percentage of applicable work completed as of the effective date of termination), plus the reasonable, actual, and substantiated costs associated with winding down the services (e.g., costs associated with terminating agreements or disengaging resources that were executed or engaged in reasonable reliance upon completing the terminated services), (ii) pay services fees for the balance of any minimum subscription commitment period, (iii) pay any agreed upon retroactive equipment price increases, and (iv) purchase all equipment ordered by Customer prior to the effective date of termination for convenience. Itron shall be obligated to take reasonable steps and efforts to mitigate any costs or expenses that can reasonably be avoided in connection with such termination.

   b. **Termination for Default**
   Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

   The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

12 Survival.

The following sections of these General Terms and Conditions shall survive termination or expiration of this Agreement, including any Order Document or Statement of Work: 1 ("Introduction"), 2 ("Definitions"), 3 ("Term"), 4 ("Warranties and Disclaimer"), 5 ("Intellectual Property"), 6 ("Fees, Invoicing, Payment and Taxes"), 9 ("Customer Data and Deidentified Data"), 10 ("Confidentiality"), 11 ("Termination"), 12 ("Survival"), 13 ("Limitation of Liability"), 15 ("Disputes"), 16 ("Governing Law and Venue"), 18 ("Publicity"), 20 ("Independent Contractor"), 21 ("Force Majeure"), 22 ("Notice"), and 23 ("Miscellaneous"). An Addendum or Order Document may also contain provisions that expressly survive termination or expiration of this Agreement or any Order Document or Statement of Work.

13 Limitation of Liability.

TO THE GREATEST EXTENT PERMITTED BY LAW, EVEN IF SUCH DAMAGES COULD HAVE BEEN FORESEEN OR IF ITRON HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SUCH DAMAGES ARE ARISING IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF ANY STATUTORY DUTY OR OTHERWISE: (A) IN NO EVENT WILL ITRON BE LIABLE FOR DAMAGES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR PERTAINING TO THIS AGREEMENT SUFFERED BY CUSTOMER OR OTHERS (INCLUDING ANY LOST PROFITS, LOST REVENUE OR LOSS OF GOODWILL); AND (B) ITRON'S TOTAL AND CUMULATIVE LIABILITY, FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF OR PERTAINING TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO ITRON IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE FIRST EVENT GIVING RISE TO A CLAIM UNDER THIS AGREEMENT.

14 NO SOVEREIGN IMMUNITY WAIVER (§ 768.28, F.S.); APPLICABLE LAW

Nothing contained in the contract or contracts between the Customer and the Contractor, or in any instruments executed pursuant to the terms of such contract or contracts, shall be construed or interpreted as a waiver by the Board of any right, privilege or immunity, whether in contract or tort, that the Board may enjoy under the constitution and laws of the State of Florida, including the limitations of liability set forth in Section 768.28, Florida Statutes, as it now or may hereafter exist. Florida law shall be applied to the interpretation and enforcement of contracts between the Customer and the Contractor. Nothing in the contract between the Customer and the Contractor shall require the Customer to indemnify the Contractor for the Contractor's negligence. Any provision in the contract or contracts between the Customer and the Contractor whereby the Customer agrees to indemnify any person shall be limited to the amounts of the sovereign immunity waivers for tort claims set out at Section 768.28, Florida Statutes.

15 Disputes.

The Parties shall attempt in good faith to resolve any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity hereof (each, a "**Dispute**") in accordance with this Section 15. A Party shall send written notice to the other Party of any Dispute ("**Dispute Notice**"). The Parties shall first attempt in good faith to resolve any Dispute set forth in the Dispute Notice by negotiation and consultation between themselves. In the event that such Dispute is not resolved on an informal basis within thirty (30) business days after one Party delivers the Dispute Notice to the other Party, either Party may, by written notice to the other Party ("**Executive Dispute Notice**"), refer such Dispute to the executives of each Party designated by such Party in a written notice to the other Party ("**Executive(s)**"). If the Executives cannot resolve any Dispute during the time period ending thirty (30) business days after the date of the Executive Dispute Notice (the last day of such time period hereinafter referred to as the "**Escalation Date**"), the Parties may submit the Dispute to any mutually-agreed-to mediation service for mediation by providing to the mediation service a joint written request for mediation and—jointly or individually—a written summary the Dispute and the relief requested in the Dispute. If the Parties decide to mediate the Dispute, they shall cooperate with one another in selecting a mediation service and shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The Parties agree that, if they mediate the Dispute, the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the Parties. Either Party may proceed in accordance with the provisions of Section 16 ("**Governing Law and Venue**") if (i) the Parties mediate the Dispute and cannot resolve the Dispute for any reason within sixty (60) business days after the Escalation Date, or (ii) no mediation occurs, and the Parties cannot resolve the Dispute for any reason within ten (10) business days after the Escalation Date. Notwithstanding the foregoing, nothing in this Section 15 shall be construed as preventing a Party from seeking available equitable relief, including specific performance, and injunctive relief in a court of competent jurisdiction.

16 Governing Law and Venue

This Agreement and all related documents, including all Addenda, Order Documents and Statements of Work hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Florida, United States of America (including its statutes of limitations), without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or

proceeding of any kind whatsoever against any other Party in any way arising from or relating to this Agreement and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the United States District Court for the Middle District of Florida or, if such court does not have subject matter jurisdiction, the courts of the State of Florida sitting in Lake County. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the United States District Court for the Middle District of Florida or, if such court does not have subject matter jurisdiction, the courts of the State of Florida sitting in Lake County. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

17 Compliance.

Each Party must comply with all applicable laws, regulations, and other legal requirements applicable to the conduct of its business and the Agreement. Itron's products and services delivered under this Agreement are subject to the U.S. Export Administration Regulations ("EAR"; 15 CFR part 730 et seq.), the U.S. sanctions imposed by the United States including its Office of Foreign Assets Control, and any applicable laws and regulations of the particular country to which such items are shipped or received. Customer shall comply with all applicable export control laws and shall not cause, directly or indirectly, the export, re-export, or transfer of any such items or services to destinations or persons without obtaining any required prior authorization from the U.S. Government and any other applicable local authorities. Customer shall not do anything to cause Itron to violate such export control laws, including requesting support for a product that has been unlawfully re-exported or requesting delivery of a product or service intended for a U.S. sanctioned region or person. Each Party represents that it is not listed on a U.S. Government restricted party list for export control or trade sanctions purposes, and is not 50% or more owned, in the aggregate, by one or more restricted parties. Customer shall maintain any required export records related to Itron's products or services and make such records available to Itron immediately upon request. The Parties must comply with all anti-bribery laws and may not offer or make any payments, gift, or transfer any item of any value either directly or indirectly for the purpose of bribing any individual, group, or government official, or accepting or participating in any extortion, kickbacks, or other unlawful or improper means to obtain or retain an improper business advantage related to this Agreement or products and services orderable under this Agreement.

18 Publicity.

Neither Party may issue a press release related to this Agreement or their relationship without the other Party's prior written consent. The Parties will create and provide their prior written approval for publication a press release announcing their relationship under this Agreement. Itron may use Customer's name and logo as a part of Itron's normal marketing materials.

19 Sub-contractor and Outsourcer.

Itron may hire, engage, or retain the services of one or more subcontractors and/or outsourcing providers to perform any or all of its obligations related to its product development, network operations, and/or any portion of services provided under this Agreement.

20 Independent Contractor.

This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties. The Parties are independent contractors. Neither Party has any authority to act on behalf of, or to bind the other to any obligation.

21 Force Majeure.

Neither Party (the "**Impacted Party**") shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for Customer's obligations to make payments to Itron under this Agreement), when and to the extent such failure or delay is caused by or results from acts or omissions (whether in effect on or after the Effective Date of this Agreement) beyond the Impacted Party's reasonable control and without the Impacted Party's negligence, including: (i) acts of God, (ii) severe weather, flood, fire, earthquake or explosion, (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, (iv) changes in applicable laws or regulations, (v) embargoes or

blockades, (vi) action or inaction by any governmental authority, (vii) national or regional emergency, (viii) strikes, labor stoppages, or slowdowns or other industrial disturbances, (ix) shortage of adequate materials, qualified labor, power or transportation, (x) epidemics, pandemics or quarantines, and (xi) other similar or dissimilar circumstances outside the Impacted Party's reasonable control and without the Impacted Party's negligence (each a "**Force Majeure**").

22 Notice.

Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") in writing and addressed to the other Party at its address(es) set out below (or to any other address that the receiving Party may designate from time to time in accordance with this section). Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), email (as applicable, with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (i) upon receipt by the receiving party and (ii) if the party giving the Notice has complied with the requirements of this Section.

If to Itron:	Itron, Inc. 2111 North Molter Road Liberty Lake, WA 99019 Attention: General Counsel
with a copy to:	Itron, Inc. 1250 S. Capital of Texas Highway Building 3, Suite 500 Austin, TX 78746 Attention: General Counsel
with a copy to:	Itron, Inc. Email: legal@itron.com Attention: General Counsel
If to Customer:	City of Leesburg, Florida Attn: Tino Anthon, Director of Information Technology Email: Tino.Anthony@leesburgflorida.gov
with a copy to:	W. Grant Watson, Esq. Stone & Gerken, P.A. 4850 N. Highway 19A Mount Dora, Florida 32757 grant@stoneandgerken.com

23 Miscellaneous.

If any provision of this Agreement is found to be unenforceable by a court of competent jurisdiction or arbitration panel, such provision will be deleted and the remaining terms will be construed so as to give maximum lawful effect to any such deleted terms. The division of this Agreement into sections and subsections, and the use of headings and captions in connection therewith, are solely for convenience of reference and shall have no legal effect in construing provisions of this Agreement. Any references to a particular section of this Agreement will be deemed to include reference to any

and all subsections thereof. The Parties agree that neither of them will be deemed the drafter of this Agreement and that no provision will be construed in favor of one Party on the ground that such provision was drafted by the other. No waiver by either Party of any breach under this Agreement will constitute a waiver of any other breach. This Agreement is not made for the benefit of any third parties. All communications and notices to be made or given pursuant to this Agreement must be in English. Customer may not assign this Agreement or any of its rights hereunder without Itron's prior written consent. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties and their respective successors and permitted assigns, but any assignment in violation of this provision will be void. This Agreement may be executed and delivered in counterparts, including by a facsimile or by scan and electronic transmission, each of which will be deemed an original. Any document generated by the Parties related to this Agreement may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. This Agreement contains the complete and entire agreement between the Parties as to its subject matter, and replaces and supersedes any prior or contemporaneous communications, representations, or agreements, whether oral or written with respect to such subject matter. This Agreement may not be modified except by mutual written agreement signed by the Parties' authorized representatives expressly modifying this Agreement. Electronic communications do not constitute a "written agreement" under this provision. In this Agreement, the word "including" shall mean "including, without limitation."

[Signature Page Follows]

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AGREED:

Itron, Inc.	**City of Leesburg, Florida**
Signed by: Joel Vach D4BB7D03A21E4BB...	
Signature	Signature
Joel Vach	
Printed Name	Printed Name
VP Tax, Treasury, MD&A	
Title	Title
27 September 2024	
Date	Date

Docusign Envelope ID: F324117D-FD22-486B-B10B-499B1B7BDC8B

ATTACHMENT SCHEDULE

- SaaS Addendum
- Maintenance and Support Services Addendum
- Professional Services Addendum
- Equipment Addendum
- Pricing Summary
- Florida Public Entity Addendum

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Software-AS-A-Service ADDENDUM

General SaaS Terms and Conditions

1 Relationship to General Terms and Conditions.
This Software-as-a-Service Addendum (this "**Addendum**") is governed by the General Terms and Conditions of this Agreement and applicable Order Documents.

2 Entire Addendum.
This Addendum consists of these General SaaS Terms and Conditions, which generally apply to all Service Offerings, and any attached Special Terms and Conditions, which apply to specific Service Offerings. Unless otherwise provided, references to this Addendum shall be deemed to encompass these General SaaS Terms and Conditions and any attached Special Terms and Conditions.

3 Order of Precedence.
In the event of any inconsistencies, ambiguities or conflicts between these General SaaS Terms and Conditions and the Special Terms and Conditions, the Special Terms and Conditions shall prevail, but only with respect to the applicable Service Offering.

4 Definitions.
The following defined terms are in addition to those defined in the General Terms and Conditions of this Agreement:

Annual Adjustment means Itron's annual price increase.

Endpoint means an electric meter, gas or water endpoint receiver-transmitter, battery-powered device, or any other device that Itron has agreed to monitor as part of a Service Offering which Endpoints are identified in the Order Document or Pricing Summary.

General SaaS Terms and Conditions means the terms and conditions set forth in the main body of this Addendum comprised of Sections 1 ("Relationship to General Terms and Conditions") through 19 ("Roles and Responsibilities").

Maintenance Services means services provided under the Maintenance and Support Services Addendum.

Minimum Subscription Term means the minimum number of SaaS Billing Cycles during which Customer is required to subscribe for each Service Offering, which shall be three (3) SaaS Billing Cycles following the applicable Service Offering Commencement Date, unless otherwise stated in the applicable Order Document or Pricing Summary.

One-Time Setup Fee means the one-time setup fee for each Service Offering identified in the applicable Order Document or Pricing Summary.

Recovery Point Objective or **RPO** means the maximum tolerable time period which data might be lost from production Software due to a service interruption event.

Recovery Time Objective or **RTO** means the duration of time allowing for the execution of all failover processes required to return access, connectivity, functionality, and operation of production Software to Customer following declaration of a disaster event.

SaaS means software-as-a-service whereby Itron or its designated provider hosts and provides Customer with access to Software on Servers via the internet.

SaaS Billing Cycle means a period of one year beginning on the Service Offering Commencement Date for the initial Service Offering or any anniversary thereof. For clarity, there is only one SaaS Billing Cycle for all Service Offerings, unless otherwise provided in the applicable Special Terms and Conditions.

SaaS Application Availability means the total number of minutes in a calendar month that the applicable Software is available via (a) a web browser client, (b) web services interface and (c) thin client. Scheduled downtime is excluded from this calculation. A determination of availability will be based on 24x7 accessibility, less any exclusions set forth in this Addendum.

Servers means the physical computer hardware owned by Itron or its designated provider on which Software will be installed, operated, and maintained.

Service Offering means SaaS, plus any services that are additional or supplemental to SaaS, as described in the applicable Special Terms and Conditions.

Service Offering Commencement Date means, with respect to each Service Offering, the earlier of (a) validation of such Service Offering implementation by Itron pursuant to the applicable Statement of Work, or (b) seven (7) days after completing application system setup and the Customer has been provided valid access credentials for such Service Offering.

Software means each machine readable (object code) versions of computer program identified on the applicable Order Document or Pricing Summary for which Customer has purchased a Service Offering.

Special Terms and Conditions means Service Offering-specific terms and conditions set forth on Attachment A to this Addendum.

Subscription Fees means annual fees identified in the applicable Order Document or Pricing Summary for each Service Offering, plus the Annual Adjustment, if any. Where Customer has purchased an object code license to Software pursuant to the terms of the Software Addendum and wishes to purchase a Service Offering for such Software ("**Hybrid SaaS**"), license fees and fees for applicable Maintenance Services are not included within the Subscription Fees and must be paid separately. Where Customer is not purchasing Hybrid SaaS, fees for applicable Maintenance Services are included within the Subscription Fees.

Subscription Term means the subscription term purchased by Customer for each Service Offering, which begins upon the applicable Service Offering Commencement Date.

5 Access Rights and Restrictions.

5.1 Access Rights.

SaaS is only available for Itron Software identified in the table set forth in this Section 5.1 below for which Customer has purchased a Service Offering and paid all applicable fees. Subject to Customer's compliance with the Agreement (including payment of all applicable fees which, in the case of Hybrid SaaS, shall include Software licensing fees and Maintenance Services support fees), Itron hereby grants to Customer, for the Subscription Term(s) purchased, a non-exclusive, non-transferable, non-assignable, limited right to access and use the Service Offerings, with respect to Endpoints owned or otherwise controlled by Customer, for its internal business purposes in the Territory (as defined in the General Terms and Conditions of the Agreement).

Itron Software Eligible to Receive SaaS	
FDM Tools	Operations Optimizer – Network Operations

Itron Software Eligible to Receive SaaS	
Itron Enterprise Edition	Operations Optimizer – Revenue Assurance
Operations Optimizer – AMI Operations	Operations Optimizer – QuickStart (RA/AMI Ops)
	UIQ: Advanced Metering Manager, Meter Program Configurator, Control Platform, Outage Detection and SensorIQ

5.2 Restrictions on Use.
Customer and its authorized users may not: (a) modify, translate or create derivative works of any Service Offering or related Documentation; (b) copy, reproduce, distribute, republish, download, display, post or transmit any portion of a Service Offering or related Documentation in any form or by any means; (c) sell, assign, transfer, lease or sublicense any Service Offering; (d) allow any third party, other than authorized users, to access any Service Offering or related Documentation without Itron's prior written consent; (e) use any Service Offering or related Documentation to provide services to third parties, or otherwise use any Service Offering on a "service bureau" or "timesharing" or subscription basis including, in connection with devices or equipment not owned or otherwise controlled by Customer; (f) reverse engineer, disassemble, decrypt, extract or otherwise reduce any Service Offering to a human perceivable form or otherwise attempt to determine the source code or algorithms of any Service Offering (except to the extent the foregoing restriction is expressly prohibited by applicable law); (g) infringe any of Itron's or its providers' Intellectual Property Rights; (h) publicly publish the results of any benchmark tests run on any Service Offering; (i) use any Service Offering or related Documentation to engage in any fraudulent, illegal or unauthorized act; (j) introduce into or transmit through any Service Offering any material containing software viruses, worms, trap doors, back doors, Trojan horses or other harmful or malicious computer code, files, scripts, agents or programs; (k) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of Itron's or its providers' Intellectual Property Rights, whether such notice or indications are affixed on, contained in or otherwise connected to a Service Offering; (l) attempt to gain unauthorized access to a Service Offering or Itron's or its providers' systems or networks; (m) merge any Service Offering with any other product or service without Itron's prior written consent and the payment of any additional fees; or (n) access or use any Service Offering or related Documentation to build or support, and/or assist a third-party in building or supporting, products or services competitive to Itron or its providers.

5.3 Content Restrictions.
Customer may not distribute, download, or place on any Itron or its providers' website or Server, or use with any Service Offering, any content that: (a) Customer knows or has reason to believe infringes the Intellectual Property Rights of any third party or violates any rights of publicity or privacy; (b) violates any applicable law, statute, ordinance; (c) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing; or (d) is obscene, pornographic or indecent (items (a) – (d) are collectively referred to as "**Prohibited Content**"). Itron reserves the right to remove any Prohibited Content from the Server without prior notice to Customer. Customer will indemnify, defend and hold Itron and its providers harmless for any claims, liabilities, losses, causes of action, damages, settlements, and costs and expenses (including, without limitation attorneys' fees and costs) arising from any third-party claims related to or generated by any Prohibited Content distributed, downloaded, or placed on any Itron or its providers' website or Server or used with any Service Offering by Customer.

5.4 Breach of Restrictions.
Customer's breach of the restrictions set forth in Section 5.2 ("Restrictions on Use") or Section 5.3 ("Content Restrictions) shall constitute a material breach of the Agreement and shall result in revocation and immediate suspension or termination, as determined by Itron in its sole discretion, of all rights and licenses granted under this Addendum with respect to the Service Offerings. Revocation does not preclude Itron from pursuing any legal and equitable remedies for Customer's breach of these restrictions.

6 Invoicing and Payment.
Customer shall pay Subscription Fees in advance for each SaaS Billing Cycle for which it has purchased a Service Offering. Itron will invoice Customer for the One-Time Setup Fee and initial Subscription Fees for each Service Offering

upon the Service Offering Commencement Date. Initial Subscription Fees for the Service Offering with the first Service Offering Commencement Date shall be based on a full SaaS Billing Cycle. Initial Subscription Fees for each Service Offering with a subsequent Service Offering Commencement Date shall be prorated based on the number of months remaining in the current SaaS Billing Cycle following the Service Offering Commencement Date. Itron may discontinue a Service Offering by providing Customer with written notice of discontinuance no less than 180 days prior to the commencement of a SaaS Billing Cycle. Otherwise, Itron will provide Customer with a renewal notice for the Service Offering at least 120 days prior to the commencement of each SaaS Billing Cycle. Customer may discontinue a Service Offering by providing Itron with written notice of non-renewal no less than 90 days prior to the commencement of a SaaS Billing Cycle. Otherwise, approximately 20 days prior to the commencement of each SaaS Billing Cycle, Itron will provide Customer with an invoice for Subscription Fees payable by Customer for the forthcoming SaaS Billing Cycle. If Customer discontinues a Service Offering prior to expiration of the Minimum Subscription Term for that Service Offering, Itron will invoice Customer, and Customer will pay, for any unpaid Subscription Fees for the respective Service Offering through the end of the applicable Minimum Subscription Term. Maintenance Services fees and license fees relating to Hybrid SaaS will be invoiced in accordance with the Maintenance and Support Services Addendum and Software Addendum, as applicable. Itron has the right to adjust Subscription Fees at any time if Customer's use of a Service Offering exceeds the applicable tier set forth in the respective Order Document or Pricing Summary. Subscription Fees adjusted as a result of Customer exceeding the applicable tier are typically invoiced within thirty (30) to sixty (60) days after provisioning of each respective Endpoint occurs.

7 Monthly Application Availability Service Level.

7.1 Service Level.

Provided Customer has paid all applicable fees (including all Subscription Fees and, in the case of Hybrid SaaS, all maintenance and license fees) SaaS Application Availability with respect to each production environment Service Offering will be at least 99.5%, measured and reported monthly beginning in the first full calendar month following the respective Service Offering Commencement Date ("**Monthly SaaS Application Availability Service Level**"). The Monthly SaaS Application Availability Service Level will be measured and calculated separately for each Service Offering. Itron records and data will be the sole basis for all SaaS Application Availability Service Level measurements and calculations.

7.2 Service Level Credits.

As Customer's sole and exclusive remedy for Itron's failure to meet the foregoing Monthly SaaS Application Availability Service Level, subject to the service level exclusions in Section 8.1 (Service Level Exclusions) below, Customer will be entitled to credits as follows:

SaaS Application Availability (production environments only)	
Monthly SaaS Application Availability performance	Credit (% of monthly Subscription Fee for applicable SaaS Application)
≥99.0% and <99.5%	2%
≥98.0% and <99.0%	4%
≥96.5% and <98.0%	10%
≥95.0% and <96.5%	12.5%
<95.0%	20%

8 Service Level Exclusions; Disclaimers.

8.1 Service Level Exclusions.

Itron shall not be liable for failing to meet any service level commitment set forth in this Addendum (including any Special Terms and Conditions) or any Order Document to the extent such failure is attributable to any one or more of

the following: (a) planned maintenance, unplanned maintenance, or scheduled upgrades; (b) an event triggering a disaster recovery and for a twenty-four (24) hour period after the resumption of service following such an event to allow the system to return to normal operating ranges; (c) suspension or restriction of service under Section 11 ("Suspension or Restriction of Service") of this Addendum; and (d) conditions beyond Itron's reasonable control, including but not limited to (i) unavailability of Customer or third party wireless services between the Service Offering and the Endpoints ; (iii) failures in external Internet or VPN configurations not managed by Itron; (iv) a Force Majeure event; (v) false reports of unavailability as a result of outages or errors of any Itron measurement system; (vi) an act or omission of Customer or third parties (other than Itron's contractors, subcontractors or suppliers), including security incidents caused by such act or omission; (vii) incident investigation or computer failures that could not reasonable have been prevented by Itron; (viii) failures of third-party equipment, hardware, software, or services not provided by Itron; and (ix) Customer's delay in performing maintenance or other tasks designated as its responsibility in this Agreement.

8.2 Disclaimers.

(a) Third-Party Content Disclaimer. Itron does not maintain third-party Software or third-party Service Offerings that Customer purchases through Itron (collectively "**Third-Party Content**") and makes no representations or warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, and fitness for use, merchantability, condition, quality, performance or non-infringement of any Third-Party Content. Third-Party Content shall be subject solely to any service levels or warranties provided by the third-party provider. Itron will pass through to Customer or make commercially reasonable efforts to enforce on Customer's behalf, any service levels, warranties and remedies received from such third-party provider.

(b) Use of SaaS with Third-Party Devices. Customer may use a Service Offering to collect data from Endpoints equipped with radio communication devices not manufactured or provided by Itron ("**Third-Party Radio Device**"). Itron makes no representations or warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, and fitness for use, merchantability, condition, quality, performance or non-infringement of, and disclaims all liability with respect to, Third-Party Radio Devices. In particular, Itron shall have no liability (a) if a Third-Party Radio Device is not responding or communicating or (b) for unread endpoints due to defective or unreachable Third-Party Radio Devices. Customer shall contact the supplier of such device for support.

9 Sizing of Software-as-a-Service.

Itron will size Service Offerings, Servers, and systems for Customer's specific deployment. System sizing depends upon the Service Offering and types of devices and sensors and may be a factor in determining Subscription Fees. Sizing criteria may include number of system endpoints, number of network devices, residential meter configuration, commercial and industrial meter configuration, desired data collection intervals, storage duration for historical data, and the number of concurrent and total users of the application. Any sizing changes during a Subscription Term will require a Change Order and may result in a change in Subscription Fees.

10 Conditions on Use of Service.

Customer will use the Service Offerings only in accordance with Itron user guides, the Agreement (including, this Addendum, the General Terms and Conditions, applicable Order Documents), and laws and government regulations. The rights of any user to access and use the Service Offerings cannot be shared or used by more than one individual (unless such license is reassigned in its entirety to another authorized user), and Customer shall make every reasonable effort to prevent unauthorized third parties from accessing the Service Offerings.

11 Suspension or Restriction of Service.

Itron may suspend or restrict all or part of the Service Offerings at any time to protect the integrity and functionality of the Software, Servers, platforms, and systems, or for a breach of Section 5.2 ("Restrictions on Use"), Section 5.3 ("Content Restrictions") or Section 10 ("Conditions on Use of Service"), until such breach is cured.

12 Incident Management.

Itron will provide Customer support and incident and problem management services, which include responding to alerts, tracking the issue, troubleshooting the problem and escalating to Itron subject matter experts or third-party providers, in accordance with the Maintenance and Support Services Addendum.

13 Customer Technical Responsibilities.
Customer is responsible for selecting, acquiring, securing and maintaining all equipment and ancillary services needed to connect to, access, or otherwise use and maintain compatibility with the Service Offerings, at Customer's sole expense. For the avoidance of doubt, unless otherwise specified in an Order Document or, Statement of Work, or any Special Terms and Conditions attached hereto, Customer is responsible for providing WAN connectivity.

14 User IDs and Passwords.
Itron shall provide Customer with user identifications and passwords ("User IDs") to access the Service Offerings. Customer shall be solely responsible for all use of Customer's subscriptions and accounts. Customer shall maintain the confidentiality of all User IDs assigned to Customer. User IDs may not be shared or used by more than one user.

15 Planned Maintenance.
Planned maintenance, whenever reasonably practicable, will be performed during off-business hours between 6:00 p.m. to 12:00 a.m. Customer's local time, with as little disruption to Customer's use of the Service Offerings as possible. Unplanned maintenance, whenever reasonably practicable, shall also be performed during off-business hours between 6:00 p.m. and 12:00 a.m., Customer's local time.

16 Unplanned Maintenance.
Itron will provide Customer with notice of unplanned maintenance as soon as reasonably practical. Itron will minimize Service Offering disruptions to the extent reasonably practical.

17 Business Continuity.

17.1
Itron has architected and operates a high availability and scalable infrastructure to facilitate virtualized customer environments with various fault tolerant components. Fault tolerance and failover methodologies allow Itron to maximize system availability and confidently uphold the Monthly SaaS Application Availability Service Level and Monthly File Delivery Percentage Service Level. Itron will conduct daily backups of back office application configuration files and associated data. These backups are for operational purposes only and are not a disaster recovery solution or a solution to be used by the Customer for testing or analysis purposes. Itron will periodically test the restore capability of its business continuity solution. System and database backups are performed via a schedule to provide for a full weekly backup and daily differential backups. System backups and snapshots are also taken prior to any system change that has been approved via the Itron Global Managed Services Change Control Board. The system can be recovered from the backup in an event of a failure. Business continuity is designed to provide recovery for component failures within a datacenter, this does not provide coverage for the loss or connectivity to a data center. If a more robust mitigation solution is required by Customer, geo-diverse disaster recovery options can be discussed and priced as a more fault tolerant solution.

17.2
All incidents requiring system recovery will be required to adhere to Itron's incident management policy and related standard operating procedures. BUSINESS CONTINUITY: RPO = 72 hours; RTO = 5 business days.

18 Disaster Recovery.

18.1
Disaster Recovery ("**DR**") is an optional service that is offered by Itron to hosted customers who purchase DR for an additional fee. Upon Customer's purchase of DR services and payment of applicable fees as set forth in the Order Document or Pricing Summary, Itron will maintain DR services at a dedicated facility that is equipped to facilitate hosted operations, meter reading and interrogations, and Field Area Network ("**FAN**") communications in the event DR is

needed. Upon mutual agreement, separate SOW and for identified cost, Itron can exercise the DR capabilities once per calendar year on Customer's production environments and provide the results of each such test to the Customer.

18.2
In the event of a Severity Level 1 Error (as defined in the Maintenance and Support Services Addendum), Itron will evaluate the scale of the incident, readily available mitigation plans, and the estimated time to recover. If it is apparent to Itron that an incident meeting the standards of a disaster as set forth in Itron's Disaster Recovery plan has occurred with no possibility of mitigation, Itron will declare a disaster and begin the notification process. Itron will notify the Customer of an any such event that will result in service interruption in excess of twelve (12) hours. Once a disaster has been declared, Itron's responsibilities for SLAs will be temporarily suspended until the time at which Customer's environment has been failed over and is operating in the secondary DR datacenter. The Recovery Point Objective (RPO) for DR is four (4) hours. The Recovery Time Objective (RTO) for DR is twelve (12) hours.

19 Roles and Responsibilities.
The table below lists the respective responsibilities of Customer and Itron to ensure reliable operation of the Software-as-a-Service.

P=Primary responsibility
S=Support responsibility

Description of service or deliverable	Itron	Customer
Submit user access requests for new users and deletion notifications for users no longer involved with the SaaS.		P
Provide immediate notification in the event of a Customer employee termination for those with access to the SaaS.		P
Provide immediate notification in the event of an Itron employee termination for those with access to the SaaS.	P	
Maintain skill sets necessary to properly support the SaaS.	P	
Administer and monitor Servers including but not limited to utilization of CPU, memory, IOPs, and disk space.	P	
Manage and troubleshoot the secure SaaS components and processes (if applicable).	P	
Administer associated Linux, Unix, and Windows operating systems.	P	
Apply operating system and other third-party security patches and critical updates as appropriate.	P	
Maintain and troubleshoot third-party software issues required for SaaS operations pursuant to this Addendum; work with third party to troubleshoot as required.	P	
Maintain anti-virus on all windows-based Servers if applicable to the SaaS platform.	P	
Monitor communications and support communications troubleshooting activities for the SaaS.	P	
Perform software upgrade activities.	P	
Maintain and administer the SaaS Server databases.	P	
Manage upload and submission of meter data files; work with Itron when problems are identified.		P

Description of service or deliverable	Itron	Customer
Provide and maintain a Secure FTP or equivalent if included in the SOW.	P	
Perform regular system, database, and custom component backups in accordance with selected service level.	P	
Maintain the applicable standard operating procedures and run books to maintain, monitor and operate the hosted environment.	P	

END

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Attachment A

SPECIAL TERMS AND CONDITIONS
Special Terms and Conditions – Managed Services.

The Special Terms and Conditions contained within this Section apply to Itron's Managed Services Service Offering.

1 Managed Services – Descriptive Overview.

1.1
When Customer subscribes to Managed Services, as part of the overall Service Offering Itron will provide SaaS for the applicable Software, plus Itron will also assume some of Customer's SaaS-related operational responsibilities, including management of reads from monitored and Available Endpoints or Provisioned and Optimized Endpoints (as applicable), collecting data, and delivering data files to Customer at agreed-upon intervals in agreed upon data formats. Itron will attempt to remotely diagnose and resolve Endpoint exceptions detected by Itron or reported by Customer. If the exception cannot be resolved remotely, or it is determined to impact an individual or small number of Endpoints, Itron will notify Customer that Customer must perform in-field investigation.

1.2
Managed Services are only available for Itron Software identified in the table set forth in this Section 1.2 below for which Customer has purchased such Managed Services and paid all applicable fees.

Itron Software Eligible to Receive Managed Services	
Itron Enterprise Edition	UIQ: Advanced Metering Manager, Meter Program Configurator, Control Platform, Outage Detection and SensorIQ

1.3 Managed Services – Definitions.
The following defined terms are applicable to these Special Terms and Conditions for Managed Services:

Anchor Read means the "register value" stored once daily in a register in the Communication Module as installed in the Endpoint (usually at midnight).

Communications Module or **NIC** means Itron's network interface card that may be installed in Equipment.

Cumulative File Delivery Delay Hours means – for the purpose of determining Monthly File Delivery Performance % -- the sum of all Daily File Delivery Delay Hours in the Measurement Month.

Daily File Delivery Delay Hours means – for the purpose of determining Monthly File Delivery Performance % -- the number of hours that file delivery is delayed in a given day during the Measurement Month.

Endpoint has the meaning set forth in the General SaaS Terms and Conditions.

Equipment has the meaning set forth in the Equipment Addendum.

Managed Services means SaaS, plus the additional services to be provided by Itron as set forth in these Special Terms and Conditions for Managed Services.

Optimization is a UIQ term which means the procedure by which the layout of the network Equipment configuration and implementation have been validated ("**Optimized**") by performing active and passive tests to confirm that performance and redundancy meet the design specifications and other requirements of the

Agreement. Optimization is to be executed on an area-by-area basis (or specified portion thereof), after all network Equipment is installed and a minimum of 98% of the metering Endpoints have been deployed to achieve the required level of saturation of the area.

Provisioned means an Endpoint that is located in an area of the NAN and which is in any of the following operational states within the UIQ System: "active," "inactive," or "disconnected," and which has been Optimized, but which is not: (i) in a "new," "discovered," "installed," "initializing," "unreachable" or "init failed" state; or (ii) considered to be in the process of being deployed or being repaired under warranty. Endpoint operational states are defined in the Meter Lifecycle Reference document.

Service Level Trigger means satisfaction of the particular condition(s) noted in these Special Terms and Conditions below upon which the applicable service level will start to be enforceable and reported on.

2 Managed Services - Daily Operational Roles & Responsibilities.

Daily operations, Endpoint data collection activities, delivery of daily data export files, and event exception notification require that activities be performed by both Itron and Customer to ensure effective delivery of Managed Services. The table below lists the respective responsibilities of Customer and Itron for such daily activities. Itron's obligation to provide Managed Services are expressly contingent upon Customer's full performance of all responsibilities assigned to Customer.

P=Primary responsibility
S=Support responsibility

Description of Service or Deliverable	Itron	Customer
Create, monitor, and manage interrogation schedules.	P	
Ensure any input files are received and processed and output files are delivered to Customer by posting to a SFTP folder, or equivalent, where it can be retrieved by Customer as needed.	P	
Manage files on the SFTP server where any export files are delivered. If the SFTP server is Itron's, files should be downloaded nightly and files that have been successfully downloaded and processed are to be removed from the SFTP location within 7 days.	P	S
Perform read rate monitoring and reporting.	P	
Perform remote investigation for specific groups of non-communicating Endpoints affected by a common network issue and coordinate field order with Customer as needed.	P	S
Perform scheduling of Endpoint interrogations including file delivery and delivery of Data Collection Platform standard reports.	P	
Notify Itron in advance when additional devices are planned to be installed. Perform Meter field maintenance; close work orders with Itron.		P
Perform Network Device and Endpoint repair, replacement, or relocation as required.		P
Perform RMA, Processing, Tracking and Performance Reporting for Endpoints and Network devices.	S	P
Administration of the Managed Services platform applications to Service Levels.	P	

3 Managed Services - Environmental Management Roles & Responsibilities

In addition to the daily operational tasks, Customer and Itron each have responsibilities for monitoring and managing the operating environment of the Managed Services platform and applications. The table below lists the respective responsibilities of Customer and Itron for such activities. Itron's obligation to provide Managed Services are expressly contingent upon Customer's full performance of all responsibilities assigned to Customer.

P=Primary responsibility
S=Support responsibility

Description of Service or Deliverable	Itron	Customer
Submit user access requests for new users and deletion notifications for users no longer involved with the managed system.		P
Provide immediate notification in the event of a Customer employee termination for those with access to the managed system.		P
Provide immediate notification in the event of an Itron employee termination for those with access to the SaaS.	P	
Maintain skill sets necessary to properly support the require Managed Services platform technologies.	P	
Maintain skill sets necessary to properly support the required Managed Services platform Field operations.		P
Administer and monitor servers including but not limited to utilization of CPU, memory, IOPs, and disk space.	P	
Manage and troubleshoot the secure network infrastructure components and processes (if applicable).	P	
Administer associated Linux, Unix, and Windows operating systems.	P	
Apply Operating System and other 3rd party security patches and critical updates as appropriate.	P	
Update security appliances (if applicable) with new Endpoint related security files.	P	
Maintain and troubleshoot third party software issues required for Managed Services platform operations, work with third party to troubleshoot as required.	P	
Maintain anti-virus on all windows-based servers.	P	
Perform the initial Network Devices configuration.	P	
Monitor Network and Endpoint communications and support metering and communications troubleshooting activities for the Managed Services platform.	P	
Support solution upgrade activities.	P	
Maintain and administer the Managed Services platform server databases.	P	
Establish and manage the wireless backhaul contracts and accounts if applicable.	P	
Support Customer's technical operations department to handle Endpoint and Network field exceptions.	P	

Description of Service or Deliverable	Itron	Customer
Manage upload and submission of meter data files; work with Itron when problems are identified.		P
Provide and maintain a Secure FTP.	P	
Perform regular system, database, and custom component backups in accordance with selected service level.	P	
Develop and maintain related standard operating procedures.	P	
Manage Endpoint firmware revisions, including coordination and scheduling of firmware downloads as necessary (for Itron manufactured devices only with Itron provided firmware).	P	
Monitor Endpoint communications, reporting, and troubleshoot Managed Services platform issues as necessary.	P	
Manage Endpoint manufacturing and security files for all necessary solution components, troubleshoot and coordinate with manufacturing as needed.	P	
Develop, maintain and utilize system operations clock, standard operations procedures, and daily checklists for Itron operators and administrators.	P	

4 Service Levels - Managed Services.

This Section 4 of the Special Terms and Conditions for Managed Services sets forth the service levels for Managed Services. Such service levels are only available for Itron Software identified in the tables set forth below for which Customer has purchased Managed Services and paid all applicable fees.

4.1 Monthly File Delivery Service Level.

4.1.1 Service Level Applicability.

The Monthly File Delivery Service Level for Available Endpoints set forth in this Section 4.1 apply to the Itron Software identified in the following table for which Customer has purchased Managed Services and paid all applicable fees:

Itron Software Eligible to Monthly File Delivery Service Level	
Itron Enterprise Edition	

4.1.2 Service Level Trigger.

The Service Level Trigger for the Monthly File Delivery Service Level occurs upon system acceptance as defined in the applicable Statement of Work.

4.1.3 Service Level.

"**File Delivery**" for the purposes of this Section 4.1, is a measure of the performance of Itron's or its provider's systems to deliver register read and interval read consumption data collected from Available Endpoints to Customer in agreed-upon formats, at an agreed-upon intervals for Software that collects and delivers data. The monthly File Delivery percentage service level with respect to Itron SaaS Applications ("**Monthly File Delivery Service Level**") will meet or exceed 99% each month (for ease of understanding, this means the file is successfully delivered every day of the month). Itron records and the data contained in the file is measured to the agreed to Itron hosted location and will be the sole basis for all File Delivery performance measurements and calculations with respect to the Monthly File Delivery Service Level for Available Endpoints.

4.1.4 Service Level Credits.

Subject to the service level exclusions set forth in Section 8.1 (Service Level Exclusions) of the General SaaS Terms and Conditions, Customer will be entitled to the following credits as its sole and exclusive remedy for Itron's failure to meet the foregoing Monthly File Delivery Service Level for Available Endpoints:

Monthly File Delivery Service Level Credits (production environments only)	
File Delivery performance	Credit (% of monthly Subscription Fee for applicable SaaS Application)
≥99.0% and <99.5%	2%
≥98.0% and <99.0%	4%
≥96.5% and <98.0%	10%
≥95.0% and <96.5%	12.5%
<95.0%	20%

4.2 Read and Demand Service Level.

4.2.1 Service Level Applicability.
The Data Read Service Levels and On-Demand Read Service Level (collectively, the "**Data and On-Demand Read Service Level**") set forth in this Section 4.2 apply to the Itron Software identified in the following table for which Customer has purchased Managed Services and paid all applicable fees:

Itron Software Eligible to Receive Data and On-Demand Read Service Level	
UIQ: Advanced Metering Manager, Meter Program Configurator, Control Platform, Outage Detection and SensorIQ	

4.2.2 Data Read Service Level.

(a) Service Level Trigger. The Service Level Trigger for the Data Read Service Level occurs when the applicable Endpoints are Provisioned and Optimized. As each additional area is Optimized, Itron will identify the Endpoints that will be added to the set of Provisioned and Optimized Endpoints subject to the Data Read Service Level.

(b) Service Level. For newly available data on the Communication Module, the UIQ System will gather and process Anchor Reads and interval reads from Provisioned and Optimized Endpoints and deliver, via the "export" mechanism of the UIQ System, at least ninety-nine percent (99.0%) of Anchor Reads captured at midnight and of interval reads captured each day, by 6:00 a.m. local time the next day, and at least ninety-nine percent (99.5%) of Anchor Reads captured at midnight and of interval reads captured each day, by 2:00 p.m. local time the next day ("**Data Read Service Level**").

(c) Service Level Credits. Subject to the service level exclusions set forth in Section 8.1 (Service Level Exclusions) of the General SaaS Terms and Conditions, Customer will be entitled to the following credits as its sole and exclusive remedy for Itron's failure to meet the foregoing Provisioned and Optimized Endpoint Data Read Service Level:

Data Read Service Level Credits (production environments only)	
Number of Daily Failures in the Applicable Month	Credit (% of monthly Managed Services Subscription Fee with respect to the applicable Itron SaaS Application)
1 – 3	0%
4 – 10	4%
11-15	10%
16 – 20	20%
21 +	20%

4.2.3 On Demand Read Service Level.

(a) Service Level Trigger. The Service Level Trigger for the On-Demand Read Service Level occurs when the applicable Endpoints are Provisioned and Optimized. As each additional area is Optimized, Itron will identify the Endpoints that will be added to the set of Provisioned and Optimized Endpoints subject to the On-Demand Read Service Level.

(b) Service Level. The UIQ System will successfully execute at least (98.0%) of all (i) on-demand read, (ii) on-demand remote connect and (c) on-demand remote disconnect requests made by Customer for Provisioned and Optimized Endpoints which are actively communicating ("**On-Demand Read Service Level**"). An on-demand request is a single transaction to a single Endpoint, initiated by a single user of the UIQ system. An on-demand read request does not include batch read jobs targeted at multiple Endpoints (e.g. "read all unread meters") or read operations used to detect scope of outages and/or determine whether an outage is over. For the purposes of calculating this Service Level, multiple attempts to connect with a single device within a twenty (24) hour period will count as one failed attempt; on-demand read requests (single or batch) targeted at an Endpoint which was not read in previous 24 hours will be excluded; and on-demand read jobs initiated by system-level accounts ("root" and "UIQ") will be excluded. Service level credits will apply only if there is a minimum of 2,000 on-demand requests in the applicable month.

(c) Service Level Credits. Subject to the service level exclusions set forth in Section 8.1 (Service Level Exclusions) of the General SaaS Terms and Conditions, and provided that the minimum number of on-demand Anchor Reads and interval meter read requests has been met pursuant to the table below, Customer will be entitled to the following credits as its sole and exclusive remedy for Itron's failure to meet the foregoing On-Demand Read Service Level:

On-Demand Read Service Level Credits (production environments only)	
% of On-Demand Meter Read Requests Successfully Executed in the Applicable Month	Credit* (% of monthly Managed Services Subscription Fee with respect to the applicable Itron SaaS Application)
≥98.0% and 100.0%	0%
≥95.0% and <98.0%	5%
≥90.0% and <95.0%	20%
≤90.0%	20%
*Credits will apply only if there is a minimum of 2,000 on-demand requests in the applicable month. Multiple attempts to connect with a single device within a twenty-four (24) hour period will count as one failed attempt.	

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Special Terms and Conditions – Operations Optimizer

The following Special Terms and Conditions contained within this attachment apply to Itron's SaaS Service Offering for Operations Optimizer:

1 User IDs ad Passwords.
The following shall replace Section 14 ("User IDs and Passwords") of the General SaaS Terms and Conditions in its entirety:

Itron shall provide Customer with an integration with Azure Active Directory for managing their user identifications and passwords ("User IDs") to access Itron's Operations Optimizer. Customer shall be solely responsible for all use of Customer's subscriptions and accounts. Customer shall maintain the confidentiality of all User IDs assigned to Customer. User IDs may not be shared or used by more than one user.

2 Roles and Responsibilities.
The table in Section 19 ("Roles and Responsibilities") of the General SaaS Terms and Conditions shall be replaced in its entirety with the following:

Description of service or deliverable	Itron	Customer
Manage user access according using Azure Active Directory to add new users and promptly remove users no longer involved with the Software as a Service.		P
Maintain skill sets necessary to properly support the SaaS.	P	
Administer and monitor Servers including but not limited to utilization of CPU, memory, IOPs, and disk space.	P	
Manage and troubleshoot the secure SaaS components and processes (if applicable).	P	
Administer associated Linux, Unix, and Windows operating systems.	P	
Apply operating system and other third-party security patches and critical updates as appropriate.	P	
Maintain and troubleshoot third-party software issues required for SaaS operations pursuant to this Addendum; work with third party to troubleshoot as required.	P	
Maintain anti-virus on all windows-based Servers if applicable to the SaaS platform.	P	
Monitor communications and support communications troubleshooting activities for the SaaS.	P	
Perform software upgrade activities if required.	P	
Maintain and administer the SaaS Server databases.	P	
Manage upload and submission of meter data files; work with Itron when problems are identified.		P
Provide and maintain a Secure FTP or equivalent if included in the SOW.	P	
Perform regular system, database, and custom component backups in accordance with selected service level.	P	
Maintain the applicable standard operating procedures and run books to maintain, monitor and operate the hosted environment.	P	

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MAINTENANCE AND SUPPORT SERVICES ADDENDUM

1 Relationship to General Terms and Conditions.
This Addendum is governed by the General Terms and Conditions and applicable Order Documents. If there is any inconsistency between the General Terms and Conditions and this Addendum, this Addendum shall control, but only to the extent of such inconsistency.

2 Additional Definitions.
The following defined terms are in addition to those defined in the General Terms and Conditions:

Annual Adjustment means Itron's annual price increase.

Annual Fees means the annual fees identified in an Order Document for each category of Covered Product, plus the Annual Adjustment, if any.

Client Services Guidelines Documents means the following documents as they may be updated by Itron from time to time: "Itron Equipment Repair Center Locations", and "Working Effectively with Itron Global Customer Support Services". Copies of the Client Services Guidelines Documents may be obtained by calling Itron Global Customer Support Service at (877) 487-6602 or such other number or process provided by Itron to Customer.

Covered Equipment means Itron equipment identified as "Covered Equipment" in an Order Document.

Covered Firmware means Itron's network and application firmware embedded within a communicating device identified in an Order Document (e.g., network interface cards, meters, endpoints, network equipment, etc.) for which Customer has purchased firmware Maintenance Services.

Covered Products mean Covered Firmware, Covered Software, Covered Equipment and Third Party Covered Products.

Covered Software means Itron software identified as "Covered Software" in an Order Document.

Error means a material failure of Covered Firmware or Covered Software to comply with applicable published Itron specifications.

Fix means a correction or workaround for an Error.

Global Support Services means those support services provided by Itron technical representatives via telephone, email, website or other means to assist Customer's Primary Service Contacts with questions or issues related to the operation of Covered Products.

Improvement means an update, modification, enhancement and/or extension to Covered Software functionality that is included in a Release.

M&S Commencement Date means the date upon and after which a Covered Product will be entitled to receive Maintenance Services, which unless otherwise provided in the applicable Order Document, will be as follows:

Covered Product	M&S Commencement Date
On premise Covered Software	First day of month following date Covered Software is made available to Customer
Covered Firmware	Date of shipment of the applicable communicating device
Covered Software provided as Software-as-a-Service or Hybrid SaaS subscription	The earlier of (a) validation of such Service Offering implementation by Itron pursuant to the applicable

Covered Product	M&S Commencement Date
	Statement of Work, or (b) seven (7) days after completing application system setup and the Customer has been provided valid access credentials for such Service Offering
Covered Equipment	End of warranty period
Third Party Covered Products	Per applicable third-party service provider terms and conditions

Maintenance Billing Cycle means a period of one year beginning on the Effective Date or any anniversary thereof.

Maintenance Services means services provided under this Addendum.

Operating Condition means performance in accordance with applicable published Itron specifications.

Primary Services Contacts means Customer's primary support staff who provides internal support to Customer's operations personnel and who are key interface to Itron for all Maintenance Services.

Release means a collection of Fixes and / or Improvements made available by Itron to Customer.

Service Levels means the defined level of impact and associated response time, effort level, and escalation path procedures and guidelines described in Attachment A-1 to this Addendum.

Service Offering has the meaning set forth in the Software-as-a-Service Addendum.

Service Request means an Itron tracked Customer request for Global Support Services.

Third Party Covered Products means third-party equipment and third-party software identified as "Third Party Covered Products" in an Order Document.

3 Principal Services Contacts.

3.1 Designation by Customer.

Customer shall designate a minimum of one and not more than two Primary Services Contacts for each Covered Product line, to serve as administrative liaisons for all matters pertaining to Maintenance Services for such Covered Product line and shall provide their contact information to Itron's customer account representative. Primary Services Contacts shall promptly report problems with Covered Products by submitting a Service Request for entry into Itron's support tracking system. Although it is Customer's sole right to choose its Primary Services Contacts, Customer and Itron acknowledge that each Primary Services Contact must have the appropriate technical skills and training for the position. If Customer replaces a Primary Services Contact, Customer will provide updated contact information to Itron's customer account representative, and the new Primary Services Contact will be properly trained prior to interfacing with Itron support personnel.

3.2 Training of Principal Services Contacts.

Before a Primary Services Contact interfaces with Itron support personnel, he/she will attend training sessions offered by Itron, an Itron-approved trainer, or Customer's training program approved by Itron to ensure that the Primary Services Contact is (i) knowledgeable about operation of the applicable Covered Products, and (ii) qualified to perform problem determination and remedial functions with respect to such Covered Products. Customer may perform Itron-approved training or may engage Itron to perform training of Primary Services Contacts at Itron's then current rates. Itron will make training sessions available by remote video conference or training will be made available at a location or in a manner mutually agreed by the Parties. Customer shall be responsible for all Customer's associated travel-

related expenses and, if the Parties agree that training will be provided at a location other than an Itron-designated facility (e.g., at a Customer-proposed facility), Customer will also reimburse Itron's travel-related expenses. The Primary Services Contacts must have the skills and capabilities to train other Customer personnel on Covered Products. Itron may update Covered Product training from time to time and, upon receiving notice of such updates from Itron, Customer shall promptly provide such training to its Primary Services Contacts in accordance with this Section.

4 Global Support Services & Service Requests.

4.1 Global Support Services.

Itron will make support representatives available to provide technical support during its then current normal business hours as set forth in the Client Services Guidelines Document. Global Support Services include troubleshooting & problem diagnosis relating to Covered Products; release or system management consulting; and recommendations for fully utilizing Covered Products. Customer acknowledges and agrees that Global Support Services are not intended as a substitute for training of Customer personnel, field support, or Itron professional services. Nor will Customer use Global Support Services in lieu of having qualified and trained support personnel of its own.

4.2 Service Request Process.

Customer shall submit Service Requests in the manner required by the Client Services Guidelines Documents and Service Levels. When Customer submits a Service Request, Customer will reasonably assess its business urgency according to the appropriate Severity Level in Attachment 1 to this Addendum. Itron will designate the initial Severity Level and the Parties will resolve any perceived gap regarding the Severity Level designation as soon as is reasonably practical. Customer may submit Service Requests on a 24/7/365 basis and Itron will respond to such Service Requests in accordance with the Service Levels.

4.3 Field Support.

At Customer's request, and Itron's approval, Itron will dispatch support personnel to Customer's location to provide onsite Global Support Services ("Requested Field Support") related to a reported problem which cannot be addressed remotely. Requested Field Support will be billed at Itron's then-current rates, and Customer will reimburse Itron's travel-related expenses, unless the cause of the reported problem is found to be due to an error in the Itron product or service.

5 Itron Firmware and Software Maintenance.

5.1 Scope.

Firmware Maintenance Services covers its associated Covered Firmware embedded within the applicable communicating device. Software Maintenance Services covers its associated Covered Software sold as: (i) on premise software license, and (ii) Software-as-a-Service or SaaS Hybrid subscription.

5.2 Modifications.

Itron may modify or replace Covered Firmware and Covered Software so long as such modifications or replacements do not eliminate key, documented functionality provided by the most current System Release.

5.3 Fixes.

Itron shall provide Fixes in accordance with the Service Levels. Itron's obligations with respect to Service Levels are contingent upon Customer (i) devoting the necessary resource effort required to support of Itron restoring the system and remediating the Error, (ii) responding to requests made by Itron within the applicable Response Time, (iii) assigning only qualified personnel to help Itron address the Error, and (iv) providing all information, access, and assistance reasonably requested by Itron to address the Error.

5.4 Improvements.

Itron shall provide Improvements, if any, at no charge to Customer if such Improvements are made within the current product specifications and are made available to Itron customers generally at no charge. Improvements released as

new add-on modules/features and not part of the products original specifications, may require additional licensing and support fees and will be made available at Itron's then current rates.

5.5 Software Releases.

5.5.1 Release Numbering Convention. Upgrades, Fixes and/or Improvements are made available to customers through periodic Software Releases. For informational purposes, Itron's current practice (which may vary and be changed by product, at any time in Itron's discretion) is to provide Software Releases using the numbering guideline, "X.X.X.X"

5.5.2 The first place, "X.X.X.X", in Itron's numbering convention refers to a "Major Release", or "System Release", which consists of a new version of Covered Software. A Major Release may include architectural changes, Improvements, Fixes and / or interfaces to new functional modules or platforms. A Major release may require infrastructure or component updates which affect compatibility with previous release versions.

5.5.3 The second place, "X.**X**.X.X", in Itron's numbering convention refers to a "Minor Release, which is an update to a current Major Release. A Minor Release may include consolidation of previous Service Packs, Improvements, Fixes, platform / 3rd party updates. Minor Release are provided to Itron customers on a regularly scheduled basis.

5.5.4 The third place, "X.X.**X**.X", in Itron's numbering convention refers to a "Service Pack, which is an update to specific modules found in a current Major Release. A Service Pack may include Fixes to Severity 1 - Severity 4 issues for a specified Minor or Major Release.

5.5.5 The fourth place,"X.X.X.**X**", in Itron's numbering convention refers to a "Hot Fix," which is an un-scheduled release provided to one or more customers as a short-term, temporary fix to a critical Severity Level 1 Error. While not utilized by all Itron software product lines, Hot Fix releases are not made available to Itron customers generally but may be included in the next scheduled Minor Release or Service Pack for general release.

5.6 Support for Covered Firmware.
Itron will only provide Maintenance Services for Covered Firmware if Customer: (i) is current on all applicable fees for such Maintenance Services, (ii) tests and installs the latest Covered Firmware Fix within twelve (12) months of it being made available to Customer, and (ii) tests and installs the latest Covered Firmware Improvement within twenty-four (24) months of being made available by Itron.

5.7 Support for On Premise Itron Enterprise Edition, OpenWay and GenX Software.
Itron will only provide Maintenance Services for on premise Itron Enterprise Edition and OpenWay software if Customer: (i) pays the applicable fees for such Maintenance Services, (ii) tests and installs Service Pack Releases associated with the Major or Minor Release in use by Customer within twelve (12) months of such Service Pack Releases being made available to Customer, and (iii) tests and installs the latest Major or Minor Releases within twenty-four (24) months to thirty-six (36) months of such Software Release being made available by Itron.

5.8 Support for Other On Premise Covered Software.
Itron will only provide Maintenance Services for other on premise Covered Software if Customer: (i) pays the applicable fees for such Maintenance Services, and (ii) tests and installs Major, Minor and Service Pack Releases within twelve (12) months of such Software Releases being made available by Itron.

5.9 Support for SaaS or IaaS.
Itron will only provide Maintenance Services for Covered Software sold as a Software-as-a-Service or Hybrid SaaS subscription if Customer: (i) is current on all applicable fees for such Software-as-a-Service or SaaS Hybrid subscription and related Maintenance Services, and (ii) tests a Release as installed by Itron either in Customer's production Software-as-a-Service or Hybrid SaaS environment, or in Customer's funded non-production Software-as-a-Service or Hybrid SaaS environment, prior to Customer's full production use of the Release.

5.10 Support for Unsupported Itron Software and Firmware.
At Customer's request, Itron may elect to provide Maintenance Services for an unsupported Release at Itron's then-current rates.

5.11 Mandatory Revisions.
Customer must install all software and firmware updates, patches, and service packages provided by, or as directed by, Itron from time to time and which may be required to correct errors, vulnerabilities, third-party concerns, or as otherwise necessary to ensure proper functioning of the Covered Software or to protect the interests of the Parties ("**Mandatory Revisions**"). ITRON IS NOT LIABILE FOR ANY CUSTOMER OR THIRD-PARTY DAMAGES RESULTING FROM CUSTOMER'S FAILURE TO INSTALL ANY MANDATORY REVISION IN A TIMELY MANNER.

5.12 Installation Services for On Premise Releases.
Maintenance Services for on premise Covered Software and Covered Firmware includes the following Release installation services: limited, remote consulting support, during standard business hours, for Covered Software and Covered Firmware on Itron-approved server configurations for one production server and one non-production server (test, training, or back-up – for example) owned / operated by Customer. At Customer's request, Itron may provide on premise Software Release installation services for System Releases or Service Packs on current certified production servers, additional production servers or nonproduction servers, at its then-current rates. Itron will install Releases to Covered Software sold as a Software-as-a-Service or Infrastructure-as-Service subscription in accordance with the applicable terms and conditions for such services.

5.13 Restoring Firmware or Software to Maintenance Services.
If Customer declines or discontinues Maintenance Services for Covered Firmware or Covered Software and thereafter wishes to resume such Maintenance Services for the most recent Release of that Covered Firmware or Covered Software, Customer shall, prior to receiving Maintenance Services, notify Itron in writing of its request for Maintenance Services and pay Itron's then-current re-initiation fee, which shall not exceed an amount equal to all Annual Fees that would have been invoiced for the applicable Covered Firmware or Covered Software if Customer had not elected to decline or discontinue Maintenance Services for that Covered Firmware or Covered Software, plus a five percent (5%) markup, in addition to prorated Annual Fees for the then-current Maintenance Billing Cycle.

5.14 Exclusions.
Itron shall have no obligation to provide Maintenance Services for, or liability to Customer for Covered Software adversely affected by (i) use of Covered Firmware or Covered Software by anyone other than Itron in combination with software, equipment, or communications networks not referenced in the Documentation as being compatible with the Covered Firmware or Covered Software; (ii) modification or recompiling of Covered Firmware or Covered Software or Covered Software installation instructions / installation scripts or database schema scripts, or improper installation of a Release, by anyone other than Itron, (iii) failure to perform customer responsibilities describe in this Addendum, (iv) use of an unsupported version of Covered Firmware or Covered Software by anyone other than Itron; (v) Customer's failure to implement a Mandatory Revision; (vi) maintenance and/or support of Covered Firmware or Covered Products other than by Itron; (vii) viruses introduced through no fault of Itron; or (viii) network or communication link failures.

5.15 Documentation and Backup.
Itron will make an electronic copy of the Documentation available to Customer at no additional charge via physical media or download access. Itron will also maintain a copy of its most recent supported version of executable Covered Firmware and on premise Covered Software to be made available to Customer or installed by Itron as necessary in the event of corrupted or inoperative Covered Firmware or on premise Covered Software. Said copy of executable Covered Firmware or on premise Covered Software or Third-Party software does not relieve Customer of its responsibility to backup and manage its Covered Firmware or on-premise software installation as part of ongoing system operation.

5.16 Customer Responsibilities.
The provision of Maintenance Services for Covered Firmware or Covered Software by Itron assumes that Customer will facilitate such services as follows:

5.16.1 Service Requests.
Customer will support Itron investigation and restoration efforts as defined in the Service Level table and will act upon / implement support solutions and workarounds recommended by Itron in a timely fashion. When escalating a Service Request with Itron, Customer's Primary Service Contact shall collect and provide all data logs, findings, analysis, and any relevant forensic information pertaining to the issue as outlined in Client Services Guideline Documents.

5.16.2 Data Review.
If Itron determines that it is necessary to evaluate Customer data to reproduce error conditions not reproducible with Itron's standard test data sets, Customer will provide Itron with reasonable access to such data. Itron shall not be liable for any delay or failure to resolve the problem if access to such Customer data is denied to Itron.

5.16.3 Installation and Upgrades.
Customer will engage Itron Global Support Services or their Itron account team for any Covered Firmware or on premise Covered Software installations and upgrades which require support beyond that provided herein.

5.16.4 Remote Access.
Customer is responsible for supporting necessary remote access to Covered Firmware or on premise Covered Software by Itron support personnel assigned to provide Maintenance Services for purposes of remote diagnosis and troubleshooting of Covered Firmware or on premise Covered Software. Itron shall not be liable for any delay or failure to resolve a problem if remote access to Covered Firmware or on premise Covered Software is denied to Itron.

5.16.5 System Configuration, Operation and Maintenance.
Customer is responsible for the configuration, operation, and maintenance of equipment, system peripherals, operating system, and data communications environment associated with on premise Covered Software. These activities include but are not limited to checking audit logs, clearing discovered exceptions, and performing daily, weekly, and monthly operational tasks and systems responsibilities. Customer is responsible for any change made to Customer's software system, operating system, database or network configuration or any change to installation procedures, scripts, or any other provisions that materially affect the usability or operation of on premise Covered Software. Customer will obtain Itron's written consent prior to making any material changes that may affect the installation or operation of on premise Covered Software.

5.16.6 Network Administration.
Customer is responsible to monitor and maintain, repair, replace and upgrade its local, and wide area network components (if any)—including network servers, network clients, network hubs, routers, modems, and other software components necessary for efficient and reliable network operations associated with Covered Firmware or on premise Covered Software—to ensure continued conformance with the applicable published Itron specifications. In addition, Customer is responsible to administer related host names, Internet Protocol addresses, network interfaces, access, security, communications, and equipment and software version control.

5.16.7 Database Administration.
Customer is responsible to administer the agreed upon database(s) associated with on premise Covered Software, including hardware and software components, in accordance with the Documentation, which administration shall include, monitoring the database server, backing up electrical power sources, and configuring and administering of database schema, application interfaces, networking operating system, communications, and file transfer software. Customer is responsible to maintain database files (e.g., truncate, cleanup, and delete files consistent with industry standard practices) and perform regular data backup and data archiving.

6 Itron Equipment Maintenance.

6.1 Maintenance Procedures.
Customer shall initiate a request for Maintenance Services for Covered Equipment by delivering the Covered Equipment to the applicable Itron Certified Repair Center identified on the Itron Equipment Repair Location Table. Customer will return Covered Equipment at Customer's expense and in accordance with Itron's then-current Return Material

Authorization ("RMA") procedures. Upon receipt of Covered Equipment (with the required information) under Itron's RMA procedures, Itron shall assess the item to determine (a) whether it is in fact Covered Equipment and (b) whether the maintenance requested is included within the Maintenance Services ordered by Customer and not otherwise excluded from coverage. If the returned equipment is determined to be Covered Equipment and the maintenance requested is included in the Maintenance Services ordered by Customer, Itron shall (i) perform preventative Maintenance Services necessary to maintain the Covered Equipment in Operating Condition, and (ii) diagnose and correct any failure in the Covered Equipment as necessary to meet Operating Condition, excluding minor cosmetic deficiencies such as blemishes, dents or scratches, and (iii) return the item of Covered Itron Equipment to Customer at Itron's expense within the applicable turnaround time identified on the Itron Equipment Repair Table. If Itron determines that returned equipment is not Covered Equipment or is excluded from the Maintenance Services ordered by Customer, then Itron will proceed in accordance with the estimation fees section below.

6.2 Exclusions.
Itron is under no obligation to perform Covered Equipment Maintenance Services in circumstances where the failure or damage is due to: (i) accident, abuse, misuse, inadequate maintenance, problems caused by electrical power surges or acts of God outside of the tolerances set forth in the applicable published Itron specifications; (ii) service or repair processes (including installation or de-installation of equipment, parts, or firmware/software) not performed or authorized by Itron; (iii) use of parts, configurations or repair depots not certified or authorized by Itron; or (iv) Customer's failure to perform material Customer responsibilities in accordance with this Addendum, including caring for Covered Equipment in accordance with applicable Documentation.

6.3 Estimated Fees.
Itron will provide Customer with a price quote for the estimated cost (including current inspection fees), including labor, materials and shipping, for any repairs to equipment that are requested, which Itron determines are excluded from or not included within the Maintenance Services ordered by Customer. If Customer elects not to proceed with the requested repair, Itron will return the item of equipment at Customer's expense and Itron may charge Customer its then-current inspection fee.

6.4 Adding/Restoring Equipment to Maintenance Services.
Following the Effective Date, additional Covered Equipment purchased by Customer, of a similar type and model already covered under this Addendum, shall automatically be deemed to be Covered Equipment following the M&S Commencement Date. If Customer declines or discontinues Maintenance Services for any Covered Equipment and thereafter wishes to add or restore such equipment as Covered Equipment, Itron may, prior to such equipment being included as Covered Equipment, inspect such equipment at Itron's then current rates to determine whether it is in Operating Condition and/or charge Itron's then current re-certification fee, in addition to prorated Annual Fees for the then-current Maintenance Billing Cycle (the "Re-initiation Costs"). At Customer's request, Itron will provide Customer with a quote for estimated Re-initiation Costs for equipment that Customer wishes to add or restore as Covered Equipment under this section.

6.5 Equipment Responsibilities.
Itron shall make available, and Customer shall obtain, a copy of the Documentation for Covered Equipment and Customer will be responsible to perform preventive maintenance for each such item in accordance with such Documentation. Customer shall also keep accurate records of Covered Equipment serial numbers and locations to assist Itron with performing Maintenance Services.

7 Fees and Invoicing.

7.1 Annual Fees.
Customer shall pay Annual Fees in advance of each Maintenance Billing Cycle in which it will receive Maintenance Services. Itron may also pass through price increases for Maintenance Services on Third Party Covered Products that Itron receives from the third party service provider on behalf of the Customer.

7.2 Invoicing.

Itron will invoice Customer for the first Maintenance Billing Cycle on or after the Effective Date. Itron may invoice Customer for Maintenance Services for a Covered Product that is added during any Maintenance Billing Cycle at a prorated amount. Otherwise, Itron will invoice Customer for each subsequent Maintenance Billing Cycle approximately twenty (20) days prior to the commencement of such Maintenance Billing Cycle.

7.3 Renewal Notice.
Itron will provide Customer a renewal notice for Itron Covered Products at least one hundred twenty (120) days prior to the commencement of each Maintenance Billing Cycle. Customer may discontinue Maintenance Services for any Covered Product(s) by providing Itron with written notice of non-renewal no less than ninety (90) days prior to the commencement of a Maintenance Billing Cycle. Itron will provide Customer a renewal notice for Third Party Covered Products as soon as reasonably practical following Itron's receipt of such notice from the third party service provider.

7.4 Purchase Order.
Itron requires and Customer shall submit a Purchase Order to Itron for the quoted amount of Itron Covered Products prior to the commencement of each Maintenance Billing Cycle. Itron requires and Customer shall submit a purchase order to Itron for the quoted amount of Third Party Covered Products thirty (30) days prior to the commencement of each Maintenance Billing Cycle. Itron will not renew Third Party Covered Product maintenance for which a Purchase Order has not been provided by Customer.

8 Support for Third Party Products.
Itron shall provide first tier Global Support Services for Third Party Covered Products by handling all Customer inquiries, attempting to identify the component involved in the problem and obtaining appropriate documentation of such inquiry or problem. In addition, Itron shall make commercially reasonable efforts to facilitate Customer's receipt of maintenance and support for such Third-Party Covered Products consistent with the third-party maintenance terms identified on the applicable Order Document. Notwithstanding anything else to the contrary, Itron's sole obligation under this Addendum with respect to Third Party Covered Products shall be as set forth in this section.

9 End of Support.
Itron may discontinue Maintenance Services for any Covered Equipment, Covered Firmware or Covered Software, effective as of the end of the applicable Maintenance Billing Cycle, by giving Customer written notice of such discontinuance no less than one hundred eighty (180) days prior to the end of such Maintenance Billing Cycle. The end of support date for a Third Party Covered Product shall be the date specified by the applicable third-party service provider, which date will be promptly communicated by Itron to Customer following the date of receipt.

If the end of support date is scheduled within a subsequent Maintenance Billing Cycle, Annual Fees for that subsequent Maintenance Billing Cycle will be pro-rated through the end of support date. At Customer's request, or as defined in a related SaaS addendum / Order Document, Itron may elect to provide custom support for products for which Maintenance Services have been discontinued at Itron's then-current rates.

Periodically, Itron will make available product plan publications, including product information letters (PIL), product newsletters or written technology roadmaps which outline Itron's general plans for continued support and end of support of applicable Covered Products. Product publications are used as general guidelines for Customer communications and planning, which may be updated from time to time.

10 Survival.
The following sections of this Addendum shall survive termination or expiration of this Agreement or any Order Document or Statement of Work: Section 5.14 (Exclusions), 6.2 (Exclusions), Section 7 (Fees and Invoicing), 9 (End of Support), and 10 (Survival).

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Attachment 1 to Maintenance & Support Services Addendum

– Software Maintenance & Support Service Levels –

Severity Level	Response Times	Effort Level and Restoration	Escalation
Severity Level 1* **Business Impact: Critical Impact / System Down.** A Production System Error for which there is no work-around, which causes Covered Firmware or Covered Software Product or a critical business function / process of said product to be unavailable such that system operation cannot continue. **Example:** a) Billing cannot be completed, b) Major documented function not working, c) System hung or completely down	During regular business-hours Itron will begin the Service Request process during Customer's initial call. During after-hour periods, Itron will respond to a critical support voice messages within 15 minutes by a return call to Customer, to validate receipt of the critical support call and begin the Service Request process. Following the start of the Service Request process Itron will respond to Customer's Service Request within two (2) business hours with an investigation response. Itron will update Customer at three (3) hour intervals during each day the Service Request remains unresolved, or as otherwise agreed by the Parties. Customer will respond to an Itron inquiry or request within three (3) hours.	Itron will make diligent efforts on a 24x7 basis, or as otherwise agreed by the Parties, to: i) restore Covered Firmware or Covered Software with a change to eliminate root cause, ii) provide a workaround which restores Covered Firmware or Covered Software and downgrades the Severity Level to S2, S3, S4. Customer Support Staff must be available 24x7 to work cooperatively with Itron continuously until such time restoration is achieved.	An unresolved Service Request shall be escalated to Itron management as follows: **After 30 minutes:** Technical Customer Support Team Lead **After 8 hours**: Manager, Technical Client Services **After 16 hours**: Director, Global Support Services **After 48 hours**: Service Request. Vice President, Services and Delivery **After 72 hours**: President, Itron

Severity Level	Response Times	Effort Level and Restoration	Escalation
Severity Level 2* **Business Impact: Major impact, degraded Operation**. An Error other than a Severity Level 1 Error, for which there is no work-around, which degrades or limits operation of major system functions causing Covered Firmware or Covered Software to miss required business interface or deadlines. Covered Firmware or Covered Software remains available for operation but in a highly restricted fashion. **Example:** a) Billing cannot be completed on time, b) Major function is operating outside documented timing / term, c) Covered Firmware or Covered Software operating slow, missing data, data delivery, daily mission.	During regular business-hours Itron will respond to Customer regarding Service Request within one (1) business day. While Service Request remains unresolved, Itron will update the Customer and the Service Request at least every other business day, or as otherwise agreed by the parties. Customer will respond to an Itron inquiry or request within one (1) business day.	Itron will make diligent efforts during normal business hours to: i) restore Covered Firmware or Covered Software with a change to eliminate root cause, ii) a workaround which restores Covered Firmware or Covered Software and downgrade the Severity Level to S3, S4.	An unresolved Service Request shall be escalated to Itron management as follows: **After 1 hours:** Technical Customer Support Team Lead **After 8 hours**: Manager, Technical Client Services **After 24 hours**: Director, Global Support Services **After 30 Days**: Vice President, Services and Delivery

Severity Level	Response Times	Effort Level and Restoration	Escalation
Severity Level 3** **Business Impact: Minor Business Impact, compromised operations.** An Error other than a Severity Level 1 or Severity Level 2 Error that has moderate impact on use of or access, with low business impact, but not preventing Customer from performing daily activities. Example: The Service Request affects use by Covered Firmware or Covered Software users, allowing Customer's functions to continue to meet daily business needs.	During regular business-hours Itron will respond to Customer regarding Service Request within two (2) business days. While Service Request remains unresolved, Itron will update the Service Request weekly, or as otherwise agreed by the parties. Customer will respond to an Itron inquiry or request within two (2) business days.	Itron will work during normal business hours to: i) restore Covered Firmware or Covered Software with a change to eliminate root cause, ii) a workaround which restores Covered Firmware or Covered Software and downgrades the Severity Level to S4.	
Severity Level 4 **Business Impact: Standard Operations intact**. A low or no-impact Error other than a Severity Level 1, Severity Level 2 or Severity Level 3 Error, or a request for enhancement / new functionality Example: Generally, a cosmetic Error or an Error which does not degrade Customer's use of the product or system.	During regular business-hours Itron will respond to Customer regarding Service Request within three (3) business days.	Itron GSS Management Team will make commercially reasonable efforts during normal business hours to understand the Service Request and provide applicable recommendations as to when a Fix may be schedule in a future release, or how to proceed with a formal enhancement request to Itron's product and delivery teams.	

* Severity Level 1 and Severity Level 2 must be reported by phone to insure they are addressed under the appropriate severity level response process. Service Requests entered by email or Web access are generally addressed as a Severity Level 3.

** Service Request opened on Non-production servers / environments are entered as a Severity Level 3.

END

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PROFESSIONAL SERVICES ADDENDUM

1 Relationship to General Terms and Conditions.
This Addendum is subject to the General Terms and Conditions and applicable Order Documents. If there is any inconsistency between the General Terms and Conditions and this Addendum, this Addendum shall control, but only to the extent of such inconsistency.

2 Additional Definitions.
The following defined terms are in addition to those defined in the General Terms and Conditions:

Change means a change to the scope of Professional Services or related deliverables to be provided by Itron under a Statement of Work.

Change Request means a request made by Itron or by Customer for a Change.

Change Order means a written document describing a Change agreed to by Itron and Customer that is signed by both Parties.

Professional Services means professional services such as installation services, implementation services, consulting services, project management services, and other similar services, as described in a Statement of Work.

3 Statement of Work Requirement.
Itron has no obligation to provide Professional Services in the absence of a Statement of Work agreed to by Itron and the Customer and a Purchase Order issued by Customer to purchase Professional Services under that Statement of Work. Customer shall order Professional Services by issuing a Purchase Order to Itron in accordance with this Agreement.

4 Expenses.
Customer will reimburse Itron for reasonable out-of-pocket travel-related expenses incurred by Itron relating to the provision of Professional Services unless specified otherwise in the Statement of Work.

5 Invoicing.
Itron will invoice Customer for Professional Services as set forth in the applicable Order Document or Statement of Work. Unless otherwise provided in the applicable Order Document or Statement of Work, Itron will invoice Customer for Professional Services at the end of the month in which they are performed and for expenses as incurred.

6 Customer Responsibilities.
Customer shall timely perform all its assigned roles, responsibilities and tasks under each Statement of Work using qualified personnel. Customer shall also provide Itron with reasonable cooperation with respect to the Professional Services, including for example, by providing Itron with reasonable access to Customer's facilities, service territory, personnel, systems, and information.

7 Reference Information.
If Customer provides Itron any designs, technical information, or other information required by Itron to provide Professional Services and/or related deliverables (collectively, "**Reference Information**"), Itron shall be entitled to rely on the accuracy of such information and documents. To the extent Customer's failure to provide accurate and complete Reference Information results in any delay or increases Itron's cost of performing Professional Services, the delay shall be excused, and Itron shall have the right to increase its Fees as necessary to offset its increased costs of performing Professional Services. Itron will provide Customer with reasonable evidence of its increases costs of performing the Professional Services and will make commercially reasonable efforts to minimize such costs to the extent practicable under the circumstances.

8 Delays.
To the extent Customer's failure to adhere to Customer's responsibilities and requirements under an Order Document or Statements of Work results in any delay or increases Itron's cost of performing Professional Services, the delay shall be excused, and Itron shall have the right to increase its Fees as necessary to offset its increased costs of performing Professional Services. Itron will provide Customer with reasonable evidence of its increases costs of performing the Professional Services and will make commercially reasonable efforts to minimize such costs to the extent practicable under the circumstances.

9 Express Warranties for Professional Services.
Itron warrants to Customer that Professional Services will be provided by personnel with the requisite experience, skills, knowledge, training and education and in a timely, professional, and workmanlike manner in accordance with the applicable Statement of Work. Pursuant to Section 4 ("Warranties and Disclaimer") of the General Terms and Conditions, Itron expressly disclaims all warranties referenced therein.

10 Remedies.
As Customer's sole and exclusive remedy for any material noncompliance by Itron with the express warranties provided above for Professional Services, Itron shall correct the noncompliance within a reasonable period of time under the circumstances, if Customer gives Itron written notice (which notice must describe the noncompliance in sufficient detail to enable Itron to provide the required corrective action) within ninety (90) days of performance of the applicable noncompliant Professional Services. If Itron, in its sole discretion, is unable to correct the noncompliance, Customer's sole and exclusive remedy will be receiving a refund of the pro-rata amount paid by Customer for the nonconforming Professional Services.

11 Change Requests & Change Orders.
Either Party may propose a Change Request. All Changes must be approved pursuant to the Change Order. The Parties will adhere to any Change Request procedures set forth in the applicable Order Document or Statement of Work. If Itron receives a Change Request from Customer, Itron will prepare and submit a proposed Change Order to Customer describing the Change and associated fees. No Change Order will be binding upon Customer or Itron unless signed by authorized representatives of both Parties. All Change Orders will be governed by the terms and conditions of this Agreement.

12 Project Deliverables.
Itron shall provide Customer with project-related documentation and other deliverables identified in the applicable Statement of Work. Itron hereby grants Customer a non-exclusive, non-transferable license to use such documentation and other deliverables for Customer's internal business in furtherance of the purpose for which they were provided by Itron. For clarity, the foregoing license does not apply to software or firmware licensed by Customer under other Addenda to this Agreement.

13 Survival.
The following sections of this Addendum shall survive termination or expiration of this Agreement or any Order Document or Statement of Work: 1 (Relationship to General Terms and Conditions), 2 (Additional Definitions), 3 (Statement of Work Requirement), 4 (Expenses), 5 (Invoicing), 7 (Reference Information), 8 (Delays), 9 (Express Warranties for Professional Services), 10 (Remedies), 11 (Change Requests & Change Orders), 12 (Project Deliverables) only with respect to licensing, and 13 (Survival).

End

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EQUIPMENT ADDENDUM

1 Relationship to General Terms and Conditions.
This Addendum is governed by the General Terms and Conditions and applicable Order Documents. If there is any inconsistency between the General Terms and Conditions and this Addendum, this Addendum shall control, but only to the extent of such inconsistency.

2 Additional Definitions.
The following defined terms are in addition to those defined in the General Terms and Conditions:

Equipment means Itron Equipment and Third Party Equipment.

Firmware means the object code version of software embedded in Equipment.

Itron Equipment means equipment listed on an Order Document for sale to Customer under this Agreement that is manufactured and branded by or on behalf of Itron.

Third-Party Equipment means equipment listed on an Order Document for sale to Customer under this Agreement that is not manufactured and branded by or on behalf of Itron.

Warranty Period means the Itron Equipment warranty period specified on the attached Itron Equipment Warranty Table.

3 Ordering Equipment.
Customer shall order Equipment by issuing a Purchase Order to Itron in accordance with and subject to Section 1.6 (Purchase Order Requirement) of the General Terms and Conditions of this Agreement.

4 Invoicing.
Itron will invoice Customer for Equipment, any related surcharges, and reimbursable shipping-related expenses, on or after the date of shipment.

5 Ordering, Lead Time & Ship Date.
Scheduled shipping dates will be assigned by Itron as close as possible to Customer's requested date specified in an accepted Purchase Order based on Itron's then-current lead times for the Equipment. Upon Customer's request, Itron will communicate current lead times. Itron will also communicate scheduled shipping dates in the order acknowledgment or on Itron's customer portal**.**

6 Order Cancellation & Rescheduling.
Accepted Purchase Orders for Equipment may not be canceled or rescheduled by Customer, unless agreed to in writing by Itron.

7 Forecasts.
Each month Customer will provide Itron with a rolling, nonbinding, minimum 12-month forecast of Customer's anticipated Equipment demand.

8 Shipment, Title & Risk of Loss.
Itron will ship Equipment to the location specified in the applicable Purchase Order. Unless otherwise provided in a Pricing Summary to this Agreement, Customer is responsible for reimbursing Itron's freight, insurance, and other shipping expenses, which will be invoiced to and paid by Customer. At Customer's request, Itron will make shipping arrangements with Customer's designated carrier to ship Equipment from the production facility to the final delivery destination on Customer's account, if Customer provides Itron with account and other information required by Itron to make such arrangements. Otherwise, Itron will select the carrier. Risk of loss and title to Equipment shall transfer to

Customer upon shipment. Itron may charge Customer reasonable storage fees if Customer's designated carrier fails to take delivery of Equipment within five (5) business days of the date Itron makes such Equipment available for shipment.

9 Documentation.
Itron will make its standard Documentation for Itron Equipment available via download. Itron will provide Customer with download instructions.

10 Equipment Firmware.
The purchase of Itron Equipment includes a nonexclusive license to use Firmware in Itron Equipment in accordance with its Documentation. Customer's license to Firmware in Third-Party Equipment purchased by Customer through Itron shall be subject to the terms of the manufacturer of the Third-Party Equipment.

11 Returns.
Except as provided in Section 12 below, Itron does not accept returns of Itron Equipment unless: (i) Itron shipped a product other than as specified in the Purchase Order, (ii) such product is unopened, and (ii) the product is returned in accordance with Itron's then current RMA policy and procedures within ten (10) business days of delivery. Customer's right to return Third-Party Equipment purchased by Customer through Itron shall be subject to the terms of the manufacturer of the Third-Party Equipment.

12 Itron Equipment Warranties.
Itron warrants solely to Customer that, during the Warranty Period, Itron Equipment will be free from defects in materials and workmanship and will materially conform to Itron's published specifications in effect as of the date of manufacture. As Customer's sole and exclusive remedy for a breach of the foregoing warranties, Itron will, at its option and expense: (i) repair or replace faulty Itron Equipment under warranty after it has been returned to an Itron-designated repair facility during the Warranty Period in accordance with Itron's then current RMA policy and procedures, (ii) provide Customer with a Firmware or software fix to correct the nonconformity, or (iii) if Itron determines (in its reasonable judgment) that it is unable to provide a remedy specified in item (i) or (ii) of this section, Itron will provide Customer with a depreciated refund of the purchase price for the applicable Itron Equipment. Customer will pay the cost of returning Itron Equipment to the Itron designated repair facility and Itron will pay the cost of returning repaired or replacement Itron Equipment to Customer. Customer is responsible for any labor costs associated with removal or reinstallation of Itron Equipment. Repaired and replacement Itron Equipment will be warranted for the remainder of the Warranty Period, or sixty (60) days from the ship date of the repaired or replaced Itron Equipment, whichever is longer. Additional warranty terms for specific Itron Equipment may be specified in the attached Itron Equipment Warranty Table.

13 Itron Equipment Warranty Exclusions.
The warranties under Section 12 and additional warranty terms in the attached Itron Equipment Warranty Table do not cover Itron Equipment defects or nonconformities caused by: (a) changes or repairs made to Itron Equipment without Itron's prior written consent; (b) use with cables, mounting kits, antennas, battery backups and other devices, third party software or firmware that Itron has not provided to Customer or approved in writing for use with Itron Equipment; (c) Customer's or a third party's misuse, abuse, neglect, negligence, or failure to store, install, test, handle or operate Itron Equipment in accordance with its Documentation; (d) a Force Majeure event; or (e) incorrect data, or data entry or output by Customer or a third party not under Itron's control. Additional warranty exclusions for specific Itron Equipment may be specified in the attached Itron Equipment Warranty Table. Customer may request that Itron repair Itron Equipment damaged by any of the foregoing; if Itron agrees to make such repairs, Customer may be charged additional Fees.

14 Integration of Itron Equipment.
If Customer purchases Itron Equipment for integration into third-party devices or other third-party hardware, Customer will obtain warranty service for the Itron Equipment from the third-party integrated device provider.

15 Equipment End of Sale.

15.1 Notice and Last-Time Buys.
Itron will make commercial reasonable efforts to provide Customer with no less than one hundred and eighty (180) days' notice before discontinuing the sale of any Itron Equipment set forth in an Order Document, provided that (a) the pricing for such Itron Equipment is valid under Section 6.1 (Fees) of the General Terms and Conditions of this Agreement beyond the discontinuance of sale date, and (b) Customer has purchased such Itron Equipment within the three hundred and sixty-five (365) day period preceding the date upon which notice is to be given. During the foregoing notice period, Customer may place non-cancellable, non-returnable "last time buy" Purchase Orders for any Itron Equipment identified in the end of sale notice, unless such discontinued sale is due to a Force Majeure event in which case the last time buy will be governed by the Force Majeure event notification. Customer must take delivery of all such ordered Itron Equipment within one hundred and eighty (180) days of the Purchase Order acceptance date or within thirty (30) days from shipment availability, whichever is longer. Itron does not guarantee the availability of Third-Party Equipment. Itron's sole obligation with respect to the discontinuance of Third-Party Equipment is to provide Customer with any end of sale notice that Itron receives from the Third-Party Equipment manufacturer.

15.2 Replacement Itron Equipment.
Itron will not end the sale of any Itron Equipment while the pricing for such Itron Equipment remains valid under Section 6.1 (Fees) of the General Terms and Conditions of this Agreement, other than as a result of a Force Majeure event, without making replacement equipment available for purchase by Customer. Such replacement equipment will be functionally equivalent to the discontinued Itron Equipment it replaces, to the extent such functionality is listed in Itron's published specifications in effect as of the date of manufacturing for such discontinued Itron Equipment in use by Customer. Any such replacement equipment will be backwards compatible and interoperable with other Itron Equipment to the same extent as the Itron Equipment it was designed to replace. Itron may either (i) disable any new functionality or features provided by the replacement equipment, or (ii) if Itron is unable to disable any new functionality or features in the replacement equipment, or Customer elects to purchase such new functionality or features, charge Customer the applicable fees for such new functionality or features.

16 Third-Party Equipment Warranty.
Itron is not the manufacturer of the Third-Party Equipment and makes no representations or warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, merchantability, condition, quality, performance or non-infringement of Third-Party Equipment. Third Party Equipment shall be subject to any warranties provided by the Third-Party Equipment manufacturer. Itron will pass through to Customer, or make commercially reasonable efforts to enforce on Customer's behalf, any warranties and remedies received from the Third-Party Equipment manufacturer.

17 Survival.
The following sections of this Addendum shall survive termination or expiration of this Agreement or any Order Document or Statement of Work: 1 (Relationship to General Terms and Conditions), 2 (Additional Definitions), 4 (Invoicing), 6 (Order Cancellation & Rescheduling), 8 (Shipment, Title & Risk of Loss), 10 (Equipment Firmware), 11 (Returns), 12 (Limited Itron Equipment Warranties), 13 (Itron Equipment Warranty Exclusions), 14 (Integration of Itron Equipment), 16 (Third-Party Equipment) and 17 (Survival).

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ITRON EQUIPMENT WARRANTY TABLE

<table>
<tr><th>Itron Equipment or Repair Service</th><th>Warranty Period and Additional Warranty Terms</th></tr>
<tr><td>100W+ series water module (including battery)

500W series water module (including battery), excluding 500W series cellular water module</td><td>Each 100W+ and 500W series water module (including battery) (each, a "Water Module" and collectively, the "Water Modules") receives a 20-year warranty consisting of 10 years of warranty coverage under Section 12 ("Itron Equipment Warranty") followed by 10 years of discounts against replacement products, as described below:
Warranty Period: 10 years from date of shipment.
Discount Period: If a Water Module (including battery) fails during the ten-year period following expiration of the applicable Warranty Period (the "Discount Period"), subject to applicable warranty exclusions under Section 13 (Itron Equipment Warranty Exclusions), Itron will provide Customer with a discount off Itron's then-current list price for any available Itron water module to replace the failed Water Module (including battery) per the discounts set forth below:
<table>
<tr><th>10-year Discount Period following 10-year Warranty Period</th><th>Discount</th></tr>
<tr><td>Years 1 through 5</td><td>50%</td></tr>
<tr><td>Years 6 through 10</td><td>25%</td></tr>
</table>
Itron replacement water modules will be compatible with an Itron-supported water module reading solution.
Warranties on the applicable Water Modules shall be void if (a) such Water Module is used in connection with a third-party reading system that has not been approved by Itron in writing; or (b) Customer utilizes the two (2) battery version of such 500W Water Module in mobile mode for more than two (2) consecutive years.</td></tr>
<tr><td>500W series cellular water module (including battery)</td><td>Each 500W series cellular water module (including battery) (each, a "Cellular Water Module" and collectively, the "Cellular Water Modules") receives a 20-year warranty consisting of 10 years of warranty coverage under Section 12 (Itron Equipment Warranty) followed by 10 years of discounts against replacement products, as described below:

Warranty Period: 10 years from date of shipment.

Discount Period: If a Cellular Water Module (including battery) fails during the ten-year period following expiration of the applicable Warranty Period (the "Discount Period"), subject to applicable warranty exclusions under Section 13 ("Itron Equipment Warranty Exclusions"), Itron will provide Customer with a discount off Itron's then-current list price for any available Itron cellular water module to replace the failed Cellular Water Module (including battery) per the discounts set forth below:
<table>
<tr><th>10-year Discount Period following 10-year Warranty Period</th><th>Discount</th></tr>
<tr><td>Year 1</td><td>70%</td></tr>
<tr><td>Year 2</td><td>65%</td></tr>
<tr><td>Year 3</td><td>60%</td></tr>
</table></td></tr>
</table>

<table>
<tr><th>Itron Equipment or Repair Service</th><th>Warranty Period and Additional Warranty Terms</th></tr>
<tr><td></td><td>
<table>
<tr><td>Year 4</td><td>55%</td></tr>
<tr><td>Year 5</td><td>50%</td></tr>
<tr><td>Year 6</td><td>45%</td></tr>
<tr><td>Year 7</td><td>40%</td></tr>
<tr><td>Year 8</td><td>35%</td></tr>
<tr><td>Year 9</td><td>30%</td></tr>
<tr><td>Year 10</td><td>25%</td></tr>
</table>

Itron replacement water modules will be compatible with an Itron-supported water module reading solution.

Warranties on the applicable Water Modules shall be void if (a) such Water Module is used in connection with a third-party reading system that has not been approved by Itron in writing; or (b) Customer utilizes the two (2) battery version of such 500W Water Module in mobile mode for more than two (2) consecutive years.
</td></tr>
<tr><td>CGR ACT Module (CAM)</td><td rowspan="2">Warranty Period: 5 years from date of shipment.</td></tr>
<tr><td>Itron Leak Sensor</td></tr>
<tr><td>CENTRON Electric Meter</td><td rowspan="3">Warranty Period: 3 years from date of shipment.</td></tr>
<tr><td>Intelis Gas Meter/Intelis 250 Gas Meter/Intelis 425 Gas Meter</td></tr>
<tr><td>SENTINEL Electric Meter</td></tr>
<tr><td>QUANTOMETER (MZ) Gas Meter</td><td rowspan="3">Warranty Period: 2 years from date of shipment.</td></tr>
<tr><td>ROTARY (DELTA) Meter</td></tr>
<tr><td>TURBINE (FLUXI) Gas Meter</td></tr>
<tr><td>Repairs or updates for out-of-warranty electricity meters</td><td>Additional Warranty Terms: Itron shall perform the repairs or updates with reasonable care and in a diligent and competent manner. Itron's sole obligation in connection with repair or update failures shall be, at its option, to correct or re perform repairs/updates or refund to Customer the amount paid for the repairs/updates. Customer must report any deficiencies in repair work to Itron in writing within 90 days of shipment to receive the remedies described herein.</td></tr>
<tr><td>Repairs or updates for out-of-warranty Socket Based Routers, Pole Mounted Routers and Routing Nodes</td><td>Additional Warranty Terms: Itron shall perform the repairs or updates with reasonable care and in a diligent and competent manner. Itron's sole obligation in connection with repair or update failures shall be, at its option, to correct or re perform repairs/updates or refund to Customer the amount paid for the repairs/updates. Customer must report any deficiencies in repair work to Itron in writing within 90 days of shipment to receive the remedies described herein.</td></tr>
<tr><td>All other Itron Equipment not listed above.</td><td>Warranty Period: 1 year from date of shipment.</td></tr>
</table>

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PRICING SUMMARY

Electric / Gas / Water
Information collection, analysis and application
2111 N. Molter Rd.
Liberty Lake, WA 99019
fax: 866-787-6910
www.itron.com

Pricing Summary for

City of Leesburg, FL

BMR# 28888-24 Ver2 Sep
September 18, 2024

Item	Part Number	Description	Extended Price	Notes
Itron Enterprise Edition Meter Data Management & Advanced Metering Manager				
Itron Cloud Services				
1	Cloud Services	Software As A Service (SaaS), First year price for up To 29,000 endpoints		
		IEE Essentials Set Up Fees (one-time)	$36,000.00	
		IEE Essentials Annual Fees	$94,516.50	
		AMM, Prod, Annual Fees	201,565.80	
		AMM, DR, Annual Fees	168,285.00	
		Itron Cloud Total (First Year Only)	**$500,367.30**	
Professional Services				(1)
2	Services	Implementation Services	$838,594.07	
3	Expenses	Implementation Travel & Expenses (estimated)	$1,990.00	
		Professional Services Total	**$840,584.07**	
		Total	**$1,340,951.37**	

Notes & Assumptions

(1) Professional / Implementation Services:
· Please refer to Itron's Statement of Work (SOW) for all notes, assumptions, and detailed project requirements.

(2) Cloud Services:
· Hosted in Itron Datacenter
· Lower tiered environment (Test) for IEE & AMM, Includes OS licensing, and sized up to max 1,000 endpoints. Only included during implementation.
· Each year an accounting of the total number of endpoints being managed by IEE and UIQ will be conducted. If that number exceeds 29,000, any quantity above that will increase that UIQ Production SaaS fee by $6.95/endpoint/year ,IEE Production SaaS fee by $3.25/endpoint/year and UIQ DR SaaS by $5.80/endpoint/year. These charges will in following years increase by the same escalator as other endpoints. This accounting will be done annually and will apply to all growth above 29,000 during the term of the agreement.

(3) Itron's payment terms are Net 30.

(4) Pricing is based on Itron retaining intellectual property rights.

(5) Pricing is based on Itron's standard terms & conditions

(6) Taxes, freight, duties, and tariffs are not included. Prices are in US dollars. Prices are valid until November 30, 2024.

(7) Upon each annual renewal, Itron reserves the right to increase the then-current prices for Itron Recurring Services up to a percentage equal to the greater of 5% or the increase in the Index over the prior twelve (12) month period. “Index” means the CPI - All items in U.S. city average, all urban consumers, seasonally adjusted (CUSR0000SA0), as published by the U.S. Department of Labor; The Index is accessible at www.bls.gov/data/.

Confidential

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FLORIDA PUBLIC ENTITY ADDENDUM

The City of Leesburg, Florida (the "City"), is entering into, or has entered into, a contractual relationship with **Itron, Inc.**, a foreign corporation ("Contractor") to provide services to the City. Because the City is a unit of local government operating in, and pursuant to the laws of, the State of Florida, the required provisions set forth in this addendum are incorporated into all contracts between the City and the Contractor and shall prevail over any conflicting provisions contained in such contracts.

I. PUBLIC RECORDS (§ 119.0701, F.S.)

In accordance with the provisions of Section 119.0701(2), Florida Statutes: **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT J. ANDI PURVIS, CITY CLERK, ANDI.PURVIS@LEESBURGFLORIDA.GOV; CITY HALL, 501 W. MEADOW STREET, LEESBURG, FLORIDA 34748; 352-728-9786 X 1150**

The CONTRACTOR must comply with public records laws, specifically to:

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119. Florida Statutes, or as otherwise provided by law.

3. Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the Contractor does not transfer the records to the City.

4. Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. No public record created by or in the possession of the City or Contractor is exempt or confidential unless it is subject to a specific provision of Florida statute conferring exempt or confidential status, and public records, other than exempt or confidential public records, will be provided by the City to any person upon request without notice to the Contractor.

II. PUBLIC ENTITY CRIMES BILL (§ 287.133, F.S.)

Section 287.133, Florida Statutes, provides that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contract, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

III. E-VERIFY (§ 448.095, F.S.)

Prior to the employment of any person performing services to the City, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all employees within the State of Florida that are hired by Contractor after the execution of this Agreement who are providing labor to the City; and (b) all employees within the State of Florida of any of the Contractor's sub-contractors that are hired by those sub-contractors after the execution of this agreement who are providing labor to the City.

IV. NO SOVEREIGN IMMUNITY WAIVER (§ 768.28, F.S.); APPLICABLE LAW

Nothing contained in the contract or contracts between the City and the Contractor, or in any instruments executed pursuant to the terms of such contract or contracts, shall be construed or interpreted as a waiver by the City of any right, privilege or immunity, whether in contract or tort, that the City may enjoy under the constitution and laws of the State of Florida, including the limitations of liability set forth in Section 768.28, Florida Statutes, as it now or may hereafter exist. Florida law shall be applied to the interpretation and enforcement of contracts between the City and the Contractor. Nothing in the contract between the City and the Contractor shall require the City to indemnify the Contractor for the Contractor's negligence. Any provision in the contract or contracts between the City and the Contractor whereby the City agrees to indemnify any person shall be limited to the amounts of the sovereign immunity waivers for tort claims set out at Section 768.28, Florida Statutes.

V. FLORIDA LOCAL GOVERNMENT PROMPT PAYMENT ACT (§218.70, F.S.)

The City is a "local government entity" within the meaning of the Florida Local Government Prompt Payment Act, Section 218.70, et seq., Florida Statutes (the "Act"). This law requires the City to make timely payment for services and establishes procedures for calculation of payment due dates. The Contractor acknowledges that it has had the opportunity to review the Act and that its provisions supersede any inconsistent provisions of contracts between the City and the Contractor.

VI. GOVERNMENT AND CORPORATE ACTIVISM (CHAPTER 2023-28)

The Contractor hereby acknowledges that a local government may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, nor give preference to a vendor based on the vendor's social, political, or ideological interests. If the contractor offers one or more investment products or services to the City and has discretionary investment authority for direct holdings, the Contractor acknowledges that any written communication it makes to a company in which such manager invests public funds on behalf of the City must contain the following disclaimer in a conspicuous location if such communication discusses social, political, or ideological interests; subordinates the interests of the company's shareholders to the interest of another entity; or advocates for the interest of an entity other than the company's shareholders: "The views and opinions expressed in this communication are those of the sender and do not reflect the views and opinions of the people of the State of Florida." The contract with the City may be unilaterally terminated at the option of the City if the Contractor does not include this disclaimer.

VII. POWERS OF THE CITY

The Contractor acknowledges that pursuant to the powers of municipalities under Florida law, Contractor will not be compensated for any goods or services provided unless they are (1) in furtherance of municipal purposes and (2) pursuant to a legal exercise of municipal powers. The City may not expend or contract for expenditures in any fiscal year except pursuant to the adopted budget, and expenditures of the City are contingent upon annual appropriation of funding.

Dated this ___ day of _____, 2024.

CITY OF LEESBURG, FLORIDA

By: _____
James A. Burry, Jr., Mayor

CONTRACTOR

By: _____

As its: _____

Attest:

_____

J. Andi Purvis, City Clerk

Sole/Single Source Justification Form

REQUESTED BY

Date: 09/24/2024 Requisition No.: _____

Dept./Div. Name: Information Technology Contact Name: Tino Anthony Email: tino.anthony@leesburgflorida.gov

PROPOSED VENDOR INFORMATION

Vendor Name: ITRON INC.

Address: 2111 N. Molter Rd. Liberty Lake

City: Liberty Lake State: WA Zip: 99019

Contact Person: Mark Bruss

Phone: 314-406-4561 Email: Mark.Bruss@itron.com

SOLE VS SINGLE SOURCE PURCHASE

Sole Source—Includes goods and/or services which are propriety, or available from only one source (vendor), and for which there are no competitive alternate. On occasion, equipment parts for replacement or repair services for equipment can be obtained only from the manufacturer or area sales and service outlet of the particular manufacturer.

Single Source—Single source occurs when there is more than one viable source among others in a competitive marketplace, but the City has determined that it is in our best interest to select a particular manufacturer/service provider based on one or more significant business reasons. Some legitimate reasons to single source a purchase may involve the vendor's special ability to provide unique spare parts, unique emergency repair service, or unique knowledge and qualifications, etc.

ORDERING FREQUENCY (Check One)

- ☒ One-Time: applies to a single requisition/purchase order for the current fiscal year
- ☐ On-Going: Applies to multiple requisitions/purchase orders issued during the fiscal year.
  Est FY Expenditures: _____

DESCRIPTION OF ITEM/SERVICE

Cloud hosting of our current Advanced Metering Infrastructure.

SOLE/SINGLE SOURCE JUSTIFICATION (Check All Entries That Apply)

WARNING: Per Florida Statutes 838.22(2) – "It is unlawful for a public servant, with corrupt intent to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services.

- ☒ Vendor is the original equipment manufacturer; there are no regional distributors. Verification from manufacturer is attached.

- ☐ Vendor is the sole distributor that is restricted by the manufacturer to our territory. Verification from manufacturer is attached.
- ☐ Compatibility: The parts/supplies/equipment are not interchangeable with similar parts/supplies/equipment of another manufacturer. Verification from manufacturer is attached.
- ☐ Unique Product/Service: This is the only product or service that meets the specialized needs of the department and performs the intended need. This product brand/make/model or service is necessary to maintain operational continuity or for the purpose of standardizing on a product/service. Detailed justification is attached.

GOODS/SERVICES MARKET RESEARCH

What are the specific necessary features/services that this vendor provides that are not available from to meet the required needs/objectives? We are currently using a AMI mesh network that this vendor host for the City of Leesburg.

Discuss how similar goods or services are unavailable other vendors? The AMI network was designed, configured and built by a company currently owned and supported by ITRON.

Describe your efforts to identify other potential vendors. We will not be replacing our AMI network with another vendor.

List any other facts supporting the use of a non-competitive process. The configuration and support of our AMI network is currently hosted by this vendor.

If other vendors offer like/similar goods/services, describe what research (i.e., previous PO's, catalogs, price lists, etc.) you did to determine the price is fair and reasonable compared to competitors. The City has chosen not to replace the backbone of our metering system saving a huge sum of money.

REQUESTING DEPARTMENT RECOMMENDATION

I recommend that the competitive solicitation (quote/bid/proposal) process be waived and that the goods/services be purchased as a sole/single source.

WARNING: Per Florida Statutes 838.22(2) – "It is unlawful for a public servant, with corrupt intent to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services."

Dept. Dir. Signature (or authorized designee): Tino J Anthony Date: 09/25/2024

Miscellaneous Accounts Receivable Customers With Unpaid Balances
Prepared by Finance
August 31, 2024

CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE

001 Fund			
Chancellor, Daniel	Working with Marina	Marina Rent	475.52
Galbreath, Jean-Paul	Working with Police Dept	Security for Dec 2,2023	360.00
Jam Entertainment	Working with Police Dept	Security for Nov 18,2023	495.00
Jennings, Matthew	Boat not here/ Sent to Attorney	Marina Rent	711.99
Mosley, Karissa	Working with Police Dept	Security for Mar 16, 2024	782.50
Porter-Shaw, Breanna	Working with Police Dept	Security for Jan 28,2023	40.00
The Card Company	Working with Police Dept	Security for Dec 8,2023	180.00
			3,045.01
013 Fund			
Calhoun, Contessa	Working with Housing Dept	Housing Rent	2,641.00
Piard, Marie	Working with Housing Dept	Housing Rent	1,927.00
			4,568.00
042 Fund			
Centurylink of Florida	Working with Gas Dept	USIC Locating Services	4,596.00
			4,596.00
046 Fund			
Johnson & Laux Construction	Working with Public Works	Solid Waste Rolloff	616.50
			616.50
064 Fund			
Jason Harbison	Working with Human Resources	Retiree Health Insurance	6,283.07
			6,283.07
		Total	**19,108.58**

001 FUND TOTAL	**$**	**3,045.01**
013 FUND TOTAL	**$**	**4,568.00**
042 FUND TOTAL	**$**	**4,596.00**
046 FUND TOTAL	**$**	**616.50**
064 FUND TOTAL	**$**	**6,283.07**
	$	**19,108.58**

Expected write offs as of August 31, 2024

Every September, the Finance Director informs the Commission the dollar amount of customer accounts to be written off. Listed below are the amounts for the prior fiscal years and how the City is trending for fiscal years 2023 and 2024

Fiscal Write Off Year	Projected Written Off		Actual Written Off	Add'l Amount Collected
2022-2023	$ -		409,052	
2021-2022	281,753		350,141	68,388
2020-2021	307,042		22,615	(284,427)
2019-2020	284,281		635,544	351,263
2018-2019	342,912		284,276	(58,636)
2017-2018	394,427		268,001	(126,426)
2016-2017	345,913		314,552	(31,361)
2015-2016	491,091		440,511	(50,580)
2014-2015	431,543		364,023	(67,519)
2013-2014	292,507		258,246	(34,261)
2012-2013	280,544	*	216,319	(64,225)
2011-2012	380,227	*	341,414	(38,813)

Projected
Fiscal year 2023 - Month by Month
10/01/22- 09/30/23

Month	Amount Written Off	Number of Accounts Commercial	Number of Accounts Residential	Average Account Balance Commercial	Average Account Balance Residential
October	$ 23,873	5	77	199.24	297.10
November	34,977	1	90	290.80	385.40
December	52,217	6	119	936.08	391.60
January	48,307	4	76	3,201.68	467.10
February	53,540	3	88	373.72	595.67
March	58,912	4	99	977.69	555.57
April	34,336	1	56	474.74	604.66
May	29,663	4	64	229.54	449.15
June	37,858	2	72	116.87	511.92
July	31,499	2	79	398.72	380.95
August	23,172	1	62	57.98	372.81
September	29,405	6	74	551.32	352.67
Accounts to be written off*	$ 457,759	39	956		
Prior Yr to Date	$ 281,754	38	748		
difference - () negative	$ (176,005)	(1)	(208)		

Projected
Fiscal year 2024- Month by Month
10/01/23- 09/30/24

Month	Amount Written Off	Number of Accounts Commercia	Number of Accounts Residential	Average Account Balance Commercial	Average Account Balance Residential
October	$ 37,620	4	70	2,165.43	410.84
November	48,177	3	104	532.52	458.07
December	40,391	2	79	705.93	493.40
January	51,778	2	108	277.11	474.28
February	79,343	11	89	3,413.69	469.57
March	26,916	3	78	410.39	329.29
April	21,640	2	59	92.21	363.64
May	30,631	7	65	526.33	414.55
June	21,116	0	65	0.00	324.86
July	16,335	0	50	0.00	326.70
August	19,742	4	62	315.16	298.09
September					
Accounts to be writte	$ 393,689	38	829		
Prior Yr to Date	$ 428,354	33	882		
difference - () negative	$ 34,665	(5)	53		

City of Leesburg, Florida
Report of **REVENUES** by Fund
For Period Beginning of October 1, 2022- August 31, 2024 or 92%

	REVENUES				
	CURRENT YEAR			LAST YEAR	
Fund Name	FY 24 Adjusted Budget	FY 24 Revenue	FY 24 Percentage	FY 23 Revenue	FY 23 Percentage
General Fund	34,307,290	32,621,126	95%	28,918,425	94%
Special Revenue Fund					
Housing Assistance	119,200	120,028	101%	118,935	111%
Debt Service Fund	1,720,523	1,720,523	100%	1,751,193	100%
Capital Projects Fund	7,546,147	5,142,990	68%	1,230,222	17%
Discretionary Sales Tax	3,105,000	3,002,363	97%	3,157,887	121%
Police Forfeiture Fund	-	4,423	0%	74,854	0%
Police Education Fund	-	4,779	0%	4,852	0%
Gas Tax	907,000	848,812	94%	811,255	101%
Police Impact Fees	-	229,731	0%	604,725	0%
Fire Impact Fees	-	85,835	0%	67,001	0%
Recreaton Impact Fees	-	118,830	0%	108,001	0%
Building Fund	1,055,500	1,018,464	96%	845,904	79%
Community Redevelopment Agencies					
Greater Leesburg CRA fund	921,935	964,314	105%	756,980	101%
Carver Heights CRA fund	921,163	784,210	85%	678,090	104%
Highway 27/441 CRA fund	2,324,964	2,450,356	105%	1,863,352	102%
Enterprise Funds					
Stormwater Utility Fund	2,314,511	1,766,653	76%	1,633,463	85%
Electric Utility Fund	90,148,503	63,768,205	71%	70,928,154	74%
Gas Utility Fund	13,190,694	13,637,656	103%	10,010,216	101%
Water Utility Fund	11,424,054	11,277,242	99%	10,568,304	95%
Wastewater Utility Fund	16,651,523	16,245,525	98%	14,669,096	95%
Solid Waste Utility Fund	5,210,507	4,748,730	91%	4,575,337	92%
Airport Fund	9,554,792	1,822,511	19%	1,638,668	27%
Internal Services Fund					
Health Insurance Fund	7,975,656	6,896,408	86%	6,933,175	89%
Workers Comp Insurance Fund	1,256,311	1,333,496	106%	1,050,531	91%
Fleet Maintenance Fund	4,022,175	3,033,345	75%	2,940,656	77%
Pension Trust Funds					
Police Retirement Trust Fund	2,635,885	6,198,870	235%	4,532,068	204%
Fire Retirement Trust Fund	1,856,924	6,069,121	327%	4,413,899	257%
General Employees Trust Fund	3,190,000	7,590,355	238%	5,718,046	176%
Use of Fund Balance (Various funds)	73,265,914				
Total All Funds	295,626,171	193,504,901	87%	180,603,287	85%

City of Leesburg, Florida
Report of **EXPENSES** by Fund
For Period Beginning of **October 1, 2022- August 31, 2024** or **92%**

	EXPENSES				
	CURRENT YEAR			LAST YEAR	
Fund Name	FY 24 Adjusted Budget	FY 24 Expenses	FY 24 Percentage	FY 23 Expenses	FY 23 Percentage
General Fund	36,397,040	31,980,383	88%	26,783,461	81%
Special Revenue Fund					
Housing Assistance	143,021	111,107	78%	132,854	82%
Debt Service Fund	1,720,523	1,608,300	93%	1,750,532	100%
Capital Projects Fund	13,455,931	6,290,890	47%	1,598,591	12%
Discretionary Sales Tax	3,178,006	2,064,703	65%	1,080,799	40%
Police Forfeiture Fund	89,687	51,571	58%	-	0%
Police Education Fund	-	-	0%	6,915	198%
Gas Tax	997,000	944,178	95%	987,167	78%
Police Impact Fees	43,884	44,170	101%	234,536	114%
Fire Impact Fees	47,949	-	0%	4,240	9%
Recreaton Impact Fees	-	-	0%	4,330	0%
Building Fund	1,833,626	1,461,266	80%	1,129,825	72%
Community Redevelopment Agencies					
Greater Leesburg CRA fund	1,092,298	889,252	81%	509,550	63%
Carver Heights CRA fund	1,055,776	481,305	46%	230,895	31%
Highway 27/441 CRA fund	2,466,200	933,495	38%	902,090	46%
Enterprise Funds					
Stormwater Utility Fund	3,373,500	1,348,382	40%	1,159,021	35%
Electric Utility Fund	90,400,043	60,789,331	67%	69,224,012	68%
Gas Utility Fund	14,823,057	8,572,471	58%	7,475,504	64%
Water Utility Fund	19,484,397	8,563,567	44%	8,339,665	47%
Wastewater Utility Fund	67,041,446	12,393,456	18%	11,755,344	18%
Solid Waste Utility Fund	5,210,507	4,745,872	91%	4,975,715	91%
Airport Fund	10,666,002	2,955,816	28%	2,644,596	38%
Internal Services Fund					
Health Insurance Fund	7,975,656	7,446,106	93%	7,594,541	98%
Workers Comp Insurance Fund	1,256,311	742,159	59%	1,109,553	96%
Fleet Maintenance Fund	5,191,502	3,337,978	64%	3,054,114	56%
Pension Trust Funds					
Police Retirement Trust Fund	2,635,885	1,668,735	63%	1,237,446	56%
Fire Retirement Trust Fund	1,856,924	1,398,839	75%	1,510,083	88%
General Employees Trust Fund	3,190,000	2,862,763	90%	2,933,442	91%
Total All Funds	295,626,171	163,686,095	55%	158,368,818	54%

CITY OF LEESBURG
CASH AND INVESTMENTS BY FUND
8/31/2024

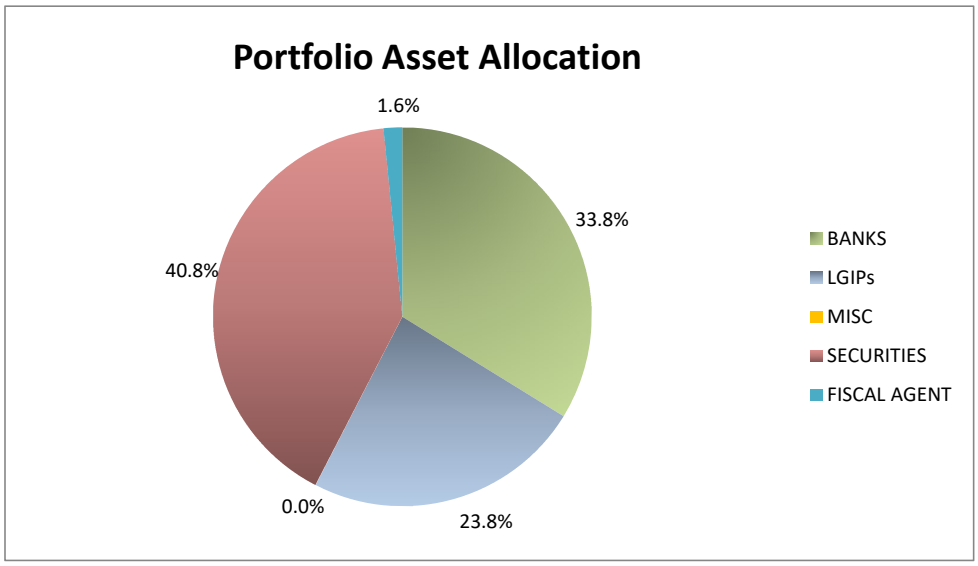
POOLED CASH & INVESTMENTS		TOTAL	GENERAL FUND	SPECIAL REVENUE FUNDS GROUP	DEBT SERVICE FUNDS	CAPITAL PROJECTS FUND	ELECTRIC UTILITY FUND	GAS UTILITY FUND	WATER UTILITY FUND	WASTEWATER TREATMENT FUND	COMMUNICATION FUND	SANITATION SERVICES FUND	STORM WATER FUND	AIRPORT FUND	BUILDING PERMITS FUND	INTERNAL SERVICE FUNDS GROUP
OPERATING CASH		$86,848,878.84	$16,844,848.93	$11,529,875.17	$ (23,507.83)	$ 196,183.12	$10,355,627.68	$ 6,406,253.05	$ 7,446,185.16	$ 16,614,399.76		$ 1,312,756.45	$4,260,467.06	$5,123,449.73	$ 1,184,434.78	$ 5,597,905.78
RESTRICTED CASH																
	CUSTOMER DEPOSITS	7,200,226.57					5,048,830.63	1,432,673.99	707,381.95	1,685.00		9,655.00				
	RENEWL & REPLCMNT	16,544,089.84	974,575.50	25,262.81			(1,212,102.77)	851,392.46	5,160,946.96	9,198,616.03		850,000.00				695,398.85
	BOND/NOTE SINKING FUND	16,157,606.94		133,817.56			2,436,090.54	85,692.58	823,264.85	12,678,741.41						
	INFRASTRUCTURE DEVELOPMENT															
	SIGN GRANT & HUD SHIP	507,644.00		507,644.00												
	HWY 441/27 CRA - Restricted Surplus	600,000.00		600,000.00												
	IMPACT FEES	5,366,911.06							1,517,985.28	3,848,925.78						
	OTHER RESTRICTED CASH	7,138,502.29	177,124.00	76,083.85		6,684,521.44										
	DEVELOPER CONTRIBUTIONS	322,121.92					316,992.52	5,129.40								
	RATE STABILIZATION	2,834,739.00					2,834,739.00									
SUBTOTAL OF RESTRICTED CASH		56,671,841.62	1,151,699.50	1,342,808.22		6,684,521.44	9,424,549.92	2,374,888.43	8,209,579.04	25,727,968.22		859,655.00				695,398.85
TOTAL POOLED CASH		$143,520,720.46	$ 17,996,548.43	$ 12,872,683.39	$ (23,507.83)	$ 6,880,704.56	$ 19,780,177.60	$ 8,781,141.48	$ 15,655,764.20	$ 42,342,367.98	$ -	$ 2,172,411.45	$ 4,260,467.06	$ 5,123,449.73	$ 1,184,434.78	$ 6,293,304.63
NON-POOLED RESTRICTED CASH																
	CASH WITH FISCAL AGENT	2,321,781.03			1,218,077.41			185,117.99	385,060.15	533,525.48						
	DEPOSITORY TRUST ACCOUNT															
	DEP-WELLS FARGO															
SUBTOTAL NON-POOLED CASH		2,321,781.03			1,218,077.41			185,117.99	385,060.15	533,525.48						
TOTAL POOLED CASH AND INVEST		$145,842,501.49	$17,996,548.43	$ 12,872,683.39	$1,194,569.58	$6,880,704.56	$19,780,177.60	$8,966,259.47	$16,040,824.35	$42,875,893.46		$2,172,411.45	$4,260,467.06	$5,123,449.73	$1,184,434.78	$6,293,304.63

INDIVIDUAL SPECIAL REVENUE FUNDS

POOLED CASH & INVESTMENTS		SPECIAL REVENUE FUNDS TOTAL	HOUSING ASSISTANCE FUND	GREATER LEESBURG CRA FUND	CARVER HEIGHTS CRA FUND	HIGHWAY 441/27 CRA FUND	POLICE FORFEITURE FUND	POLICE EDUCATION FUND	DISCRETIONARY SALES TAX FUND	GAS TAX FUND	POLICE IMPACT FUND	FIRE IMPACT FUND	RECREATION IMPACT FUND
OPERATING CASH		$ 11,529,875.17	$ 192,539.53	$ 327,463.62	$ 528,328.78	$ 4,701,765.03	$ 131,685.03	$ 4,498.23	$ 3,212,957.30	$ 205,182.24	$ 1,353,649.48	$ 335,788.08	$ 536,017.85
RESTRICTED CASH													
	HUD SHIP PROGRAM & $HOUSE PROCEEDS	76,083.85	76,083.85										
	BOND/NOTE SINKING FUND	133,817.56		89,686.99		44,130.57							
	SIGN GRANT	507,644.00		70,950.00	319,724.00	116,970.00							
	R&R / OTHER RESTRICTED	25,262.81	25,262.81										
	CUSTOMER DEPOSITS	600,000.00				600,000.00							
SUBTOTAL OF RESTRICTED CASH		$ 1,342,808.22	$ 101,346.66	$ 160,636.99	$ 319,724.00	$ 761,100.57	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL POOLED CASH		$ 12,872,683.39	$ 293,886.19	$ 488,100.61	$ 848,052.78	$ 5,462,865.60	$ 131,685.03	$ 4,498.23	$ 3,212,957.30	$ 205,182.24	$ 1,353,649.48	$ 335,788.08	$ 536,017.85
NON-POOLED RESTRICTED CASH													
	DEP-WELLS FARGO	-											
SUBTOTAL NON-POOLED CASH		$ -											
TOTAL POOLED CASH AND INVEST		$ 12,872,683.39	$ 293,886.19	$ 488,100.61	$ 848,052.78	$ 5,462,865.60	$ 131,685.03	$ 4,498.23	$ 3,212,957.30	$ 205,182.24	$ 1,353,649.48	$ 335,788.08	$ 536,017.85

INTERNAL SERVICE FUNDS

POOLED CASH & INVESTMENTS	INTERNAL SERVICE FUNDS TOTAL	HEALTH INSURANCE FUND	WORKERS' COMPENSATION FUND	RISK MANAGEMENT FUND	FLEET MAINTENANCE FUND
OPERATING CASH	$ 5,597,905.78	$ 1,238,877.73	$ 2,139,669.95	$ -	$ 2,219,358.10
RESTRICTED CASH	695,398.85				695,398.85
SUBTOTAL OF RESTRICTED CASH	$ 695,398.85	$ -	$ -	$ -	$ 695,398.85
TOTAL POOLED CASH	$ 6,293,304.63	$ 1,238,877.73	$ 2,139,669.95	$ -	$ 2,914,756.95
TOTAL POOLED CASH AND INVESTMENTS	$ 6,293,304.63	$ 1,238,877.73	$ 2,139,669.95	$ -	$ 2,914,756.95

CITY OF LEESBURG
INVESTMENT REPORT
8/31/2024

DESCRIPTION		BALANCE 8/31/2024
BANK OPERATING AND SAVINGS ACCOUNTS		
Truist Bank - Disbursement	$28,266,514	
TD Bank - Savings	-	
Southstate Bank - Savings	11,466	
Southstate Bank - CD	2,088,736	
JP Morgan - CD	5,212,917	
Southstate Bank - CD	5,188,356	
TD Bank - CD	4,197,759	
Seaside Bank	4,320,230	
		$49,285,978
LOCAL GOVERNMENT INVESTMENT POOLS		
FLSAFE	8,618,199	
FLCLASS	10,928,027	
FLPRIME	15,162,433	
		34,708,659
US BANK (Fiscal Agent)		2,321,781
CHANDLER ASSET MANAGEMENT (SECURITIES)	59,526,084	
		59,526,084
TOTAL INVESTMENTS		145,842,501
MARKET ADJUSTMENT		115,437
TOTAL VALUE OF INVESTMENTS		**$145,957,938**