

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
ALFRED BENESCH & COMPANY
FOR PUBLIC SAFETY FUNDING CONSULTING SERVICES**

RSQ #23-532

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the (COUNTY), and Alfred Benesch & Company, a foreign profit corporation authorized to conduct business in the State of Florida, its successors and assigns, hereinafter referred to as (CONSULTANT).

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Statement of Qualifications (RSQ) #23-532, seeking firms or individuals qualified to provide public safety funding consulting services for Lake County; and

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

WHEREAS, the provision of such services will benefit the parties and the residents of Lake County, Florida.

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

Article 1. Legal Findings.

1.1 The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

Article 2. Purpose.

2.1 The purpose of this Agreement is for CONSULTANT to provide public safety funding services to Lake County according to the specifications and requirements in the Scope of Services and provided in the solicitation process (the Service).

Article 3. Scope of Professional Services.

3.1 Scope. On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONSULTANT and CONSULTANT agrees to provide all labor, materials, and equipment to provide public safety funding consulting services in accordance with the Revised Scope of Services, attached hereto and incorporated, as modified or clarified by any addendums, as well as CONSULTANT'S submittal, attached hereto and incorporated herein as **Composite Exhibit A**; the CONSULTANT'S Proposed Solution, attached hereto and incorporated herein as **Exhibit B**; as well as the CONSULTANT'S Revised Pricing, attached hereto and incorporated herein as **Exhibit C**.

3.2 Term. This Agreement shall become effective on the date under the last signature (the "Effective Date"). This Agreement will remain in effect until such time as the goods and services acquired in conjunction with the Service and this Agreement have been delivered and accepted by the COUNTY. The County reserves the right to negotiate for additional services/items similar in nature not known at the time of solicitation.

3.3 Modifications to Scope of Services. It is understood that the Scope of Services may be modified by change order as the Service progresses, but to be effective and binding, any such change order must be in writing, executed by the parties, and in accordance with the COUNTY'S Purchasing Policies and Procedures. A copy of these policies and procedures will be made available to the CONSULTANT upon request.

3.4 Pricing. The total cost for the equipment and services provided under this Agreement **shall not exceed Fifty-Eight Thousand Six Hundred Dollars and XX/100 (\$58,600.00)**, as provided for in **Exhibit C**, attached hereto.

3.5 The parties acknowledge that this is a project specific agreement. Upon issuance of the Purchase Order for the project, a timeline for completion will be prepared and agreed upon by the COUNTY and CONSULTANT. The project timeline will become a part of this Agreement, and incorporated as a material term herein, without further action by the parties. At any extent, **the single Service shall be completed by the CONSULTANT no later than January 30, 2024.**

3.6 Other Consultants. CONSULTANT shall coordinate and work with any other consultants retained by the COUNTY. CONSULTANT acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

3.7 Purchase of Other Items. While the COUNTY has listed all major items which are utilized by the COUNTY'S offices and departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this Agreement. Under these circumstances, a COUNTY representative will contact CONSULTANT to obtain a price quote for the similar or ancillary items. The COUNTY reserves the right to award these ancillary items to CONSULTANT, another vendor or to acquire the items through a separate solicitation.

Article 4. Payment.

4.1 The COUNTY shall pay and the CONSULTANT shall accept as full and complete payment for the timely and complete performance of its obligations under this Agreement as provided in the revised pricing sheet, which is attached and incorporated by reference as **Exhibit C**.

4.2 A fixed lump sum price represents the CONSULTANT'S base bid, including all applicable taxes, materials, labor, supervision, fuel, permits, licenses, management and overhead, unless a duly authorized change order has been issued in accordance with the COUNTY'S purchasing policies and procedures.

4.3 Any hourly rate quoted will be deemed to provide full compensation to the CONSULTANT for labor, supervision, equipment use, travel time, and all other costs associated with providing the services needed to satisfactorily complete all work provided. This rate is assumed to be at straight-time for all labor, except as otherwise noted.

4.4 Payments shall be tendered in accordance with the Florida Local Government Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The COUNTY will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate COUNTY user department. The COUNTY will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.

4.5 Invoices.

A. The CONSULTANT shall submit invoices to the COUNTY user department(s) based on the schedule specified in the scope of work. Payment of all such invoices shall be subject to formal acceptance of the related work by the COUNTY. In addition to the general invoice requirements set forth below, the invoices shall reference, as applicable, the corresponding work assignment and related acceptance document that was signed by an authorized representative of the COUNTY user department at the time the service and/or work product were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the COUNTY in advance of the delivery and acceptance of the items.

B. All invoices shall contain the contract and task/purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative. Failure to submit invoices in the prescribed manner will delay payment, and the CONSULTANT may be considered in default of this Agreement and this Agreement may be terminated.

4.6 Improper Payment Requests and Invoice Disputes. Improper payment requests or invoices submitted by the CONSULTANT shall be resolved as provided for in the Florida Local Government Prompt Payment Act, Section 218.76, Florida Statutes.

Article 5. County Responsibilities.

5.1 COUNTY shall promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed. COUNTY shall designate one County staff member to act as COUNTY'S Project Administrator and/or Spokesperson.

5.2 COUNTY shall pay CONSULTANT in accordance with Article 4 above.

Article 6. Consultant Responsibilities.

6.1 The CONSULTANT shall perform the work described in the Scope of Services, attached and incorporated by reference herein as Composite **Exhibit A**, and the CONSULTANT'S proposed solution, attached and incorporated by reference herein as **Exhibit B**.

6.2 The CONSULTANT shall assign the project personnel proposed in its submittal to the COUNTY'S RSQ to fulfill this Scope of Services unless the COUNTY agrees to substitutions.

6.3 The CONSULTANT shall coordinate and lead all meetings necessary to accomplish the Scope of Services, including preparation of all agendas, advertising, meeting minutes and sign-in sheets as necessary.

6.4 The CONSULTANT shall provide all deliverables in format(s) as specified by the COUNTY.

Article 7. Special Terms and Conditions.

7.1 Qualifications. All firms or individuals will be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. CONSULTANT shall be responsible for ensuring that all firms or individuals working under this Agreement have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the work required under this Agreement.

7.2 Termination. The COUNTY reserves the right to terminate this Agreement, in part, or in whole, or affect other appropriate remedy in the event the CONSULTANT fails to perform in accordance with the terms and conditions stated herein or if its services fail to meet the Standard of Care as define in 7.1.1 below. The COUNTY further reserves the right to suspend or debar the CONSULTANT in accordance with COUNTY ordinances, resolutions, and/or administrative orders. The CONSULTANT will be notified by a written letter of the COUNTY'S intent to terminate with a fifteen (15) days' notice and an appropriate time period to cure any such breach. In the event of termination for default, the COUNTY may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement direct costs will be borne by the CONSULTANT.

A. **Termination for Convenience.** This Agreement may be terminated by the COUNTY upon thirty (30) calendar days' written notice to the CONSULTANT; but if any work, service or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) calendar days' written notice, the COUNTY will reimburse the CONSULTANT for actual work satisfactorily completed.

B. **Termination for Cause.** This Agreement may be terminated by the COUNTY due to the CONSULTANT'S breach of a material term of this Agreement, but only after the COUNTY has provided CONSULTANT with ten (10) calendar days' written notice for the CONSULTANT to cure the breach and the CONSULTANT'S failure to cure the breach within that ten (10) day time period. If any work, service or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted.

C. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years.** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this contract will be terminated immediately upon written notice by the COUNTY to the CONSULTANT and the CONSULTANT will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the services/tasks provided under this Agreement.

D. Neither Consultant, nor its subconsultants shall be responsible for errors or omissions in documents which are incomplete as the result of an early termination under this Agreement.

7.3 Subcontracting. This Agreement shall not be subcontracted except with the written consent of the COUNTY'S Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subconsultant. No subcontract shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT. Subcontracting without the prior consent of the COUNTY may result in termination of the Contract for default.

7.4 Indemnity. The CONSULTANT will indemnify and hold harmless COUNTY, its officers, and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent acts, errors or omissions, recklessness, or intentionally wrongful conduct of CONSULTANT, its personnel, employees, and other person utilized by CONSULTANT in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of COUNTY as set for in Section 768.28, Florida Statutes.

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

7.6 Ownership of Deliverables. The CONSULTANT agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by the CONSULTANT under this Agreement or furnished by the COUNTY to the CONSULTANT shall become the property of the COUNTY, upon CONSULTANT'S receipt of amounts due under this Agreement, including any applicable copyrights. The CONSULTANT shall perform any acts that may be deemed necessary or desirable by the COUNTY to evidence more fully transfer of ownership of all Tasks and/or deliverables to the COUNTY. Additionally, the CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement.

7.7 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, the CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement. Notwithstanding the foregoing, Consultant shall be allowed to retain copies of those items legally required for project record retention purposes.

7.8 Changes in the Scope of Services.

A. The COUNTY may at any time, by written change order, in accordance with the COUNTY'S Purchasing Policy and Procedures, increase or decrease the scope of the work. For changes in work requested by the CONSULTANT, the CONSULTANT must prepare and submit change order requests for the COUNTY'S approval. Each change order will include time and monetary impacts of the change, whether the change order is considered alone or with all other changes during the course of the Service. Both the COUNTY and the CONSULTANT must execute the change order for the order to become effective.

B. The value of such extra work or change will be determined by the contract unit values, if applicable unit values are set forth in this Agreement. The amount of the change will be computed from such values and added to or deducted from the contract price.

C. If the COUNTY and the CONSULTANT are unable to agree on the change order for a requested change, the CONSULTANT shall, nevertheless, promptly perform the change as directed in writing by the COUNTY. If the CONSULTANT disagrees with the COUNTY'S adjustment determination, the CONSULTANT must make a claim pursuant to the Claims and Disputes section in this Agreement, or else be deemed to have waived any claim on this matter the CONSULTANT might have otherwise had.

D. For work not contemplated by the original Agreement where the Project Manager determines the CONSULTANT is best suited to complete the work, CONSULTANT may complete the work under a time-and-materials agreement, as provided herein. CONSULTANT'S quote to complete the additional work will be limited to (i) the CONSULTANT'S reasonable direct material costs and reasonable actual equipment costs as a result of the change and (ii) direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. In such case, the CONSULTANT will keep and present to the COUNTY an itemized accounting together with appropriate supporting data for the total cost incurred. In the event such changed work is performed by a subconsultant, additional work will be limited to (i) the subconsultant's reasonable direct material costs and reasonable actual equipment costs as a result of the change and (ii) direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. CONSULTANT may charge appropriate reasonable direct hourly costs related to overseeing and subcontracting the work. All compensation due the CONSULTANT and any subconsultant for field and home office overhead is included in the markups listed above. Payment to CONSULTANT will be limited to the amount quoted by the CONSULTANT for the additional work, which the CONSULTANT exceeds at its own risk.

E. The COUNTY will not be liable to the CONSULTANT for any increased compensation in the absence of a written change order executed in accordance with the COUNTY'S policy. The payment authorized by such a change order will represent full and complete compensation to the CONSULTANT for labor, materials, incidental expenses, overhead, profit, impact costs and time associated with the work authorized by such change order.

F. Execution by the CONSULTANT of a properly authorized change order will be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the change order.

G. Upon receipt of an approved change order, changes in the Scope of Services must be promptly performed. All changes in work must be performed under the terms and conditions of this Agreement.

H. Change orders will not be issued for items or tasks that should have been reasonably construed to be part of the project by the CONSULTANT.

7.9 Claims and Disputes.

A. Claims by CONSULTANT must be made in writing to the COUNTY within five (5) business days, unless another provision of this Agreement sets forth a different time frame, after the commencement of the event giving rise to such claim or CONSULTANT will be deemed to have waived the claim.

B. The Parties shall proceed diligently with their respective obligations under this Agreement, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the Parties in writing. The COUNTY shall continue to make payments on the undisputed portion of the contract in accordance with this Agreement during the pendency of any claim.

C. Claims by CONSULTANT will be resolved in the following manner: (1) Upon receiving the claim and supporting data, COUNTY will within fifteen (15) calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY will specify the grounds for denial. CONSULTANT will then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is. (2) If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the parties and each party will pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, CONSULTANT may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

D. Claims by the COUNTY against CONSULTANT must be made in writing to the CONSULTANT as soon as the event leading to the claim is discovered by the COUNTY. Written supporting data will be submitted to CONSULTANT. All claims will be priced in accordance with the section titled "Changes in the Scope of Services" within this Agreement. CONSULTANT shall respond in writing within fifteen (15) calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY may submit the matter to mediation as set forth in (C) above.

E. Arbitration will not be considered as a means of dispute resolution.

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

7.11 Accuracy and Standard of Care. CONSULTANT is responsible for the professional quality, technical accuracy, timely completion, and coordination of all the services furnished hereunder. CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, reports, or other services that fail to meet the Standard of Care. Any re-performance or revisions shall be made within thirty (30) calendar days after such failure is reported by the COUNTY. The standard of care for all professional consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by members of CONSULTANT'S profession practicing under the same or similar circumstances at the same time and in the same locality (Standard of Care).

7.12 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state, and local statutes, codes, regulations and ordinances.

7.13 Truth in Negotiations. Pursuant to Section 287.055, Florida Statutes, the contract pricing and any additions will be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments will be made within one year following the end of the contract.

7.14 Public Entity Crimes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity nor shall such person or affiliate be awarded or perform work as a CONSULTANT, supplier, subconsultant, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

7.16 Non-Collusion. The CONSULTANT, by entering into this Agreement, further certifies that the offer made during the solicitation process, the prices provided to the COUNTY were arrived at independently, without collusion, communication, or agreement, for the purpose of restricting competition with any other consultant, bidder, or potential bidder, and in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid. No attempts were made to solicit, cause, or introduce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid. Should the COUNTY, at any time during the term of this Agreement, become aware of collusive acts by the CONSULTANT in submitting their bid, the COUNTY reserves the right to terminate this Agreement without cost or penalty to the COUNTY.

7.17 Certification Regarding Scrutinized Companies. The CONSULTANT hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The CONSULTANT understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The CONSULTANT further understands that any contract with the COUNTY for goods or services may be terminated at the option of the COUNTY if the CONSULTANT is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

7.18 Florida Convicted/Suspended/Discriminatory Vendor Lists. By executing this Agreement CONSULTANT affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor Lists.

7.19 Foreign gifts and contracts. Pursuant to Section 286.101, Florida Statutes, CONSULTANT shall disclose to the COUNTY any current or prior interest of, any contract with, or any grant or gift received by a foreign country of concern if such interest, contract, or grant or gift (1) had a value of \$50,000 or more and (2) such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. Foreign country of concern is defined in Section 286.101(1)(b), Florida Statutes, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. CONSULTANT'S disclosure must include the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant of gift, and the name of the agent or controlled entity that is the source or interest holder. The COUNTY may request records relevant to a reasonable suspicion that a disclosure has not been made and the CONSULTANT shall provide the required records within thirty (30) days of the COUNTY making such request, or at a later time as agreed to by the Parties.

7.20 Right to Audit. The COUNTY reserves the right to require the CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. The CONSULTANT shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business

hours. The CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: <https://files.floridados.gov/media/703328/gsl-sl-2020.pdf>, whichever is longer. The CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

A. If the CONSULTANT provides technology services, the CONSULTANT must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the COUNTY. The SOC reports must be full Type II reports that include the CONSULTANT'S description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONSULTANT.

B. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit must be reimbursed to the COUNTY by the CONSULTANT. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONSULTANT'S invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the COUNTY'S audit findings to the CONSULTANT. Notwithstanding the foregoing, the CONSULTANT shall have the opportunity to dispute the results of any audit prior to the CONSULTANT making any reimbursement to the County.

C. This provision is hereby considered to be included within, and applicable to, any subconsultant contract entered into by the CONSULTANT in performance of any work under this contract.

7.21 Public Records.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONSULTANT for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility. The CONSULTANT will maintain the files and papers for not less than three (3) complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the CONSULTANT will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY'S Project Manager.

B. Pursuant to Section 119.0701, Florida Statutes, CONSULTANT will comply with the Florida Public Records' laws, and will:

- i. Keep and maintain public records required by the COUNTY to perform the services identified herein.
- ii. Upon request from the COUNTY'S custodian of public records, provide the COUNTY 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 for by law.

- iii. Ensure that 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 contract term and following completion of the contract if the CONSULTANT does not transfer the records to the COUNTY.
- iv. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If CONSULTANT transfers all public records to the COUNTY upon completion of the contract, CONSULTANT will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the Agreement, CONSULTANT will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

C. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

D. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

E. Unless otherwise provided, CONSULTANT shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. If CONSULTANT receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONSULTANT shall continue to maintain all service records until final resolution of the dispute or litigation.

F. Requests to inspect or copy public records relating to the COUNTY'S Contract for services must be made directly to the COUNTY. If CONSULTANT receives any such request, CONSULTANT shall instruct the requestor to contact the COUNTY. If the COUNTY does not possess the records requested, the COUNTY shall immediately notify the CONSULTANT of such request, and the CONSULTANT must provide the records to the COUNTY or otherwise allow the records to be inspected or copied within a reasonable time.

G. CONSULTANT acknowledges that failure to provide the public records to the COUNTY within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. CONSULTANT further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the COUNTY. CONSULTANT shall indemnify, defend, and hold the COUNTY harmless for and against any and all claims, damage awards, and causes of action arising from the CONSULTANT'S failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by CONSULTANT'S

failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. CONSULTANT authorizes COUNTY to seek declaratory, injunctive, or other appropriate relief against CONSULTANT from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

7.22 Insurance.

A. CONSULTANT will purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are reasonably acceptable to the COUNTY, insuring the CONSULTANT against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONSULTANT under the terms and provisions of the Agreement. An original certificate of insurance, indicating that CONSULTANT has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONSULTANT to the COUNTY'S Project Manager and Procurement Services Director within five (5) working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONSULTANT in accordance with the following minimum limits:

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

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit each accident of \$1,000,000.

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.).

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

v. Professional liability and specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 per claim and annual aggregate of \$2,000,000.

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be included as additional insured as their interest may appear all applicable policies,

excluding the Workers' Compensation and Professional Liability policies. Certificates of Insurance must identify the RSQ number in the Description of Operations section on the Certificate.

C. CONSULTANT must provide a minimum of thirty (30) days prior written notice to the County of any reduction in coverage or limits by endorsement, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence (i) a waiver of subrogation in favor of the COUNTY, with the exception of Professional Liability; and (ii) that coverage, with the exception of Workers' Compensation and Professional Liability, is primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONSULTANT must provide a Certificate of Insurance with a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured on all policies, except the Workers' Compensation and Professional Liability policies, along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation.

F. Certificate holder must be:
LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND
THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONSULTANT or subconsultant providing such insurance.

I. CONSULTANT will be responsible for its subconsultants providing Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONSULTANT'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONSULTANT, nor a failure to disapprove that insurance, will relieve CONSULTANT of full responsibility of liability, damages, and accidents as set forth herein.

7.23 Federal and/or State Clauses, Terms, and Conditions. Although COUNTY funding is currently considered the primary source for funding tasks under this Agreement, any purchase action may come to be supported in whole or in part by Federal and/or State funding. Therefore, this Agreement may include provisions related to various specific federal and/or state requirements. All such clauses shall be considered and treated as "flow-down" clauses that shall be considered applicable to any prime contract and any subcontract associated with performance under this Agreement.

7.24 E-Verify. The CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all persons newly-hired by the CONSULTANT during the term of this Agreement to perform employment duties within Lake County; and all persons, including subconsultants, assigned by the CONSULTANT to perform work pursuant to this Agreement.

7.25 Conflict of Interest. The CONSULTANT hereby certifies that no officer, agent, or employee of the COUNTY has any material interest, as defined in Chapter 112, Florida Statutes, either directly or indirectly in the CONSULTANT as a business entity, and that no such person shall have any such interest at any time during the term of this Agreement unless approved in writing by the COUNTY upon consultation with its attorney.

7.26 Key Personnel. The CONSULTANT agrees that each person listed or referenced in the qualifications package shall be available to perform the services described herein for the COUNTY barring illness, accident, or other unforeseeable events of a similar nature in which case the CONSULTANT must be able to promptly provide a qualified replacement. In the event the CONSULTANT desires to substitute personnel, the CONSULTANT shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval of the COUNTY. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to terminate this Agreement.

7.27 Grant Funding. In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, the CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of the CONSULTANT pursuant to the grant funding requirements.

7.28 Certificate of Competency/Licensure, Permits, and Fees. The CONSULTANT shall, at all times during the term of this Agreement, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying all persons, firms, corporations or joint ventures performing the work described herein. If work for other trades is required in conjunction with this Agreement and will be performed by a sub-consultant(s) or vendor(s) hired by the CONSULTANT, an applicable Certificate of Competency/license issued to the sub-consultant(s)/hired vendor(s) shall be submitted by the CONSULTANT to the COUNTY prior to beginning the relevant work; provided, however, that the COUNTY may at its option and in its best interest allow the CONSULTANT to supply the subconsultant(s)/hired vendor(s) certificate/license to the COUNTY during the pendency of the work being performed. The CONSULTANT is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this Project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the COUNTY or the CONSULTANT for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the CONSULTANT. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

7.29 Acceptance of Services. Each assignment shall be inspected by an authorized representative of the COUNTY. This inspection shall be performed to determine acceptance of services and appropriate invoicing. There may be other acceptance requirements which will be outlined at the time each individual assignment is agreed upon.

A. If the COUNTY staff finds major errors or corrections to a report, those requiring more than one hour of COUNTY staff time, then the COUNTY reserves the right to seek reimbursement for actual time spent.

B. The CONSULTANT shall not assess any additional charges for any conforming action taken by the COUNTY under this clause for all services that fail to meet the Standard of Care. The COUNTY will not be responsible to pay for any product or service that does not conform to the specifications in this Agreement or Purchase Order and the Standard of Care.

C. In the event that the service does not conform to the specifications or meet the Standard of Care, the COUNTY reserves the right to terminate this Agreement and will not be responsible to pay for any such service.

D. If the CONSULTANT fails to timely and appropriately correct the defective service, the COUNTY reserves the right to procure replacement services on the open market. The CONSULTANT shall be responsible for any direct cost incurred by the COUNTY in obtaining replacement services. Any cost incurred by the COUNTY in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the CONSULTANT by the COUNTY for any Contract or financial obligation.

7.30 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, epidemics, pandemics, government orders, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within fifteen (15) calendar days, after it discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

7.31 Disadvantaged Businesses. The County has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

7.32 Social, Political, or Ideological Interests. Per Section 287.05701, Florida Statutes, the COUNTY will not consider or request documentation of a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

Article 8. Miscellaneous Provisions.

8.1 Governing Law, Venue, and Waiver of Jury Trial. This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida. THE CONSULTANT, BY ENTERING INTO THIS AGREEMENT, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT THEY MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM OR RELATING TO THIS AGREEMENT.

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

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

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

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

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

8.7 Civil Rights Act. During the term of this Agreement the CONSULTANT assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against CONSULTANT employees or applicants for employment. The CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

8.8 Compliance with State, Federal, and Local Laws. The CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

8.9 Prime Consultant. The CONSULTANT will act as the prime consultant for all required items and services and will assume full responsibility for the procurement and maintenance of such items and services. The CONSULTANT will be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this contract. All subconsultants will be subject to advance review by the COUNTY in terms of competency, security, and compliance with applicable laws. The combined expenses of subconsultants without a COUNTY contract are limited to thirty percent of the task not to exceed \$35,000. Professional services subconsultants currently under contract with the COUNTY obtained through competitive solicitation may be utilized by CONSULTANT without limits. CONSULTANT may be required to use subconsultants currently under contract with the COUNTY. The professional services subconsultants' limits may be waived with prior approval from the County Attorney and Procurement Services Director. No change in subconsultants will be made without consent of the COUNTY. Even if the subconsultant is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

8.10 State Registration Required. The CONSULTANT shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes, unless exempt from registration. A copy of CONSULTANT'S registration must be provided to the COUNTY on request.

8.11 Assignment. The CONSULTANT shall not assign or transfer this Agreement, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the COUNTY. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regard may result in termination of this Agreement for default.

8.12 Fraud, Misrepresentation, and Material Misstatements. Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation, or other material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

8.13 Non-Exclusivity. The COUNTY reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the COUNTY be liable for billings in excess of the quantity of goods or services actually provided under this Agreement.

8.14 Other Agencies. With the consent of the CONSULTANT, other agencies may make purchases in accordance with this Agreement. Any such purchases will be governed by the same terms and conditions as stated herein except for a change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

8.15 Other County Departments. Although this agreement is specific to a County department, it is agreed and understood that any County department may avail itself of this Agreement and purchase any and all items specified herein at the agreement price(s) established herein. An agreement modification will be issued by the COUNTY identifying the requirements of the additional County department(s).

8.16 Continuation of Work. Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the COUNTY and the CONSULTANT, continue until completion without change to the then current prices, terms and conditions.

8.17 Tobacco Products. Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

8.18 Anti-Trafficking Related Activities. The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking related activities listed below. These prohibitions specifically apply to come federally funded contracts and prohibit contractors, contractor employees, and their agents from:

- A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;
- B. Procuring commercial sex acts during the period of performance of the contract;
- C. Using forced labor in the performance of the contract;
- D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- E. Using misleading or fraudulent practices during the recruitment of employees;
- F. Charging employees or potential employees recruitment fees;

G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;

H. Providing or arrange housing that fails to meet the host country housing and safety standards; or

I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

8.19 Modification of Contract. This Agreement may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to this Agreement and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable COUNTY procedures.

8.20 Contract Extension. The COUNTY has the unilateral option to extend this Agreement for up to ninety (90) calendar days beyond the current contract period. In such event, the COUNTY will notify the CONSULTANT in writing of such extensions. This Agreement may be extended beyond the initial ninety (90) day extension upon mutual agreement between the COUNTY and the CONSULTANT. Exercise of the above options requires the prior approval of the Procurement Services Manager.

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

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

If to CONSULTANT:

Alfred Benesch & Company
1000 N. Ashley Drive, Suite 400
Tampa, Florida 33602

If to COUNTY:

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

With a copy to:

County Attorney
Lake County Administration Building
315 West Main Street, Suite 335
Post Office Box 7800
Tavares, Florida 32778-7800

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

Article 9. Scope of Agreement.

9.1 This Agreement is intended by the parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this

**AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND ALFRED BENESCH & COMPANY
FOR PUBLIC SAFETY FUNDING CONSULTANT SERVICES; RSQ #23-532**

Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

9.2 This Agreement includes the following exhibits, all of which are incorporated as material terms and conditions to this Agreement:

Exhibit A (Composite)..... Revised Scope of Services, Addendum 1 and 2, and Bid Submittal (6 pages).

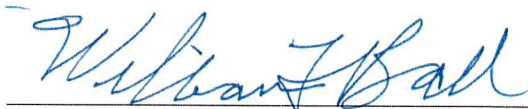
Exhibit B Consultant's Proposed Solution & Subcontractors / Joint Ventures (6 pages).

Exhibit C Revised Pricing and Key Personnel (2 pages).

IN WITNESS WHEREOF, the parties through their authorized representatives have signed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its County Manager, and by the CONSULTANT through its duly authorized representative.:

CONSULTANT

Alfred Benesch & Company



William L. Ball, AICP, Senior Vice President,
Florida Division Manager

This 13th day of September, 2023.

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND ALFRED BENESCH & COMPANY
FOR PUBLIC SAFETY FUNDING CONSULTANT SERVICES; RSQ #23-532

COUNTY

Lake County, Florida, a political subdivision of the State of Florida, by and through its County Manager:


Jennifer Barker

This 14 day of September, 2023.

Approved as to form and legality:


Melanie Marsh, County Attorney

COMPOSITE EXHIBIT A

Scope of Services (Revised 08.07.23)

23-532

1. SCOPE OF SERVICES

- 1.1. Consultant shall conduct a comprehensive strategic review of the current funding sources and recommend the future funding model with consideration to the blending of two separate emergency public safety entities merging into one agency.
- 1.2. Consultant shall recommend a sustainable and reliable revenue funding model utilizing recognized best practices for fire and EMS emergency service delivery in Lake County, Florida.
- 1.3. The recommended funding model could encompass an enhancement of the current funding model, or a completely new revenue funding model to fund the blended EMS transport and Fire services into one funding model without violating a “dual-taxation: scenario in areas of municipal-provided fire protection.
- 1.4. The outcome desired is for the recommended revenue funding model will adequately fund the current and future resource demands for the County to provide emergency service delivery for fire, rescue, and EMS transport to nationally accepted standards related to staffing, apparatus/equipment, and public safety facilities within the constraints of readily available data and current legal precedent.

2. DELIVERY REQUIREMENTS

- 2.1. The following deliverables will be required during this project:
 - 2.1.1. Description of the current apportionment methodology and assessment rate calculation for both EMS transport and fire-rescue (non-transport) service delivery in the jurisdictional areas of responsibility.
 - 2.1.2. Notwithstanding the current revenue collection models in the County for EMS Transport and Fire Rescue services, the Consultant shall have the expectation and autonomy to develop a comprehensive new revenue collection model for funding the blended Lake County Fire Rescue Department services under one agency that complies with established law and statutory requirements and provisions.
 - 2.1.3. Provide comparative Florida Fire and EMS jurisdictions: Provide other Florida fire departments of comparable size and scope of emergency service delivery, to that of Lake County Fire Rescue Department delivery model. The comparison should include at a minimum, the respective annual funding collection model used, annual revenue \$ amount collected, and the jurisdictional demographic similarities and differences of both the community served and the Fire/EMS emergency services system.

3. COUNTY RESPONSIBILITIES

- 3.1. The County is responsible for any newspaper publications, including, but not limited to, arranging for publications and any costs associated with those publications.
- 3.2. The County is responsible for any costs incurred to obtain information from the property appraiser or other public officials that is necessary for the assessment program.

ADDENDUM NO. 1

23-532



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICITATION: Public Safety Funding Consultant

06/22/2023

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Please clarify a few specific requirements within the Scope of Services, 3.1.4-3.1.6 pertaining to the calculation of individual property rates. I believe these calculations are provided by Government Services Group (GSG) within the State of Florida. Would you still like to have calculations included, knowing that GSG will almost certainly do their calculations, and these may vary from others? If not, clarification would be greatly appreciated.

R1. The County desires to consider other funding options and considerations based on such things like square footage that are available and within the law.

ADDITIONAL INFORMATION

ACKNOWLEDGEMENT

Firm Name: Alfred Benesch & Company

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *William L. Ball*

Date: 6/22/2023

Print Name: William L. Ball, AICP

Title: Senior Vice President, Florida Division Manager

Primary E-mail Address: bball@benesch.com

Secondary E-mail Address: N/A

ADDENDUM NO. 2

23-532



P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICITATION: Public Safety Funding Consultant

06/22/2023

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q2. The RFP asks for the Project Manager's name and information, while the Team Composition form asks for a Principal in Charge. Are these the same role, or should we list a Principal in Charge in addition to the Program Manager?

R2. Both positions are to be provided as requested.

Q3. Section 5 of the submittal includes the Pricing Sheet and the Team Composition Form. Should these be submitted as a PDF, or as a combined Excel file? If PDF is preferred, can the Team Composition Form be submitted in landscape orientation for legibility?

R3. Forms are to be submitted in the file format in which they were provided.

ADDITIONAL INFORMATION

ACKNOWLEDGEMENT

Firm Name: Alfred Benesch & Company

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *William L. Ball*

Date: 6/22/2023

Print Name: William L. Ball, AICP

Title: Senior Vice President, Florida Division Manager

Primary E-mail Address: bball@benesch.com

Secondary E-mail Address: N/A

ATTACHMENT 1 – SUBMITTAL FORM

The undersigned hereby declares that: Alfred Benesch & Company has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with County, and to furnish **PUBLIC SAFETY FUNDING CONSULTANT** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

Contract will commence upon the approval by the authorized authority or related Notice to Proceed. Contract remains in effect until completion of the expressed and implied warranty periods. County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

Contractor shall email County's using department an accurate invoice within 30 calendar days after delivery. Invoices shall reference the: purchase/task order, delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

ATTACHMENT 1 – SUBMITTAL FORM

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. YES

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by Contractor at no additional cost to County. County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number N/A and enter effective date N/A to date N/A

8.0 ANTITRUST VIOLATOR VENDOR LISTS

A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

9.0 FEDERAL FUNDING REQUIREMENT

N/A.

10.0 RECIPROCAL VENDOR PREFERENCE

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

- A. Primary business location of the responding Vendor: Tampa, FL
- B. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: NO If “yes” is checked, provide supporting detail: N/A

11.0 GENERAL VENDOR INFORMATION

Firm Name: Alfred Benesch & Company

Street Address: 1000 N Ashley Dr, Suite 400

ATTACHMENT 1 – SUBMITTAL FORM

City: Tampa State and ZIP Code: FL 33602
Mailing Address (if different): N/A
Telephone: 813-224-8864 Fax: 866-410-8678
Federal Identification Number / TIN: 36-2407363
DUNS Number: 049812563

12.0 SUBMITTAL SIGNATURE

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *William L. Ball*

Date: 7/11/2023

Print Name: William L. Ball, AICP

Title: Senior Vice President, Florida Division Manager

Primary E-mail Address: bball@benesch.com

Secondary E-mail Address: N/A

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

EXHIBIT B

Lake County // RSQ #23-532 - Public Safety Funding Consultant Services

Section 3: Proposed Solution



PROPOSED SOLUTION

This section provides a description of the tasks to be undertaken by the Benesch Team for the LCFR funding study. The methodology included in this scope of services conforms with applicable laws, administrative rules, and regulations of the State of Florida.

Task 1: Background Review and Kick-off Meeting



Upon receipt of the Notice to Proceed, Benesch will submit a data needs memo to the County. Some of the data items that will be requested include:

- Fire, rescue and EMS transport budgets over the past five years and future needs
- Any internal studies completed that review the future enhancements needed for staffing levels and facilities
- Interlocal agreements with municipalities that utilize LCFR services
- Jurisdictional and municipal boundaries for fire protections
- National fire and EMS authorities that should be used for acceptable standards
- Other related information

Benesch will review incident data, historical fire rescue and EMS budgets and capital plans for the current year and the next five years, level of service reports, operational and strategic plans, agreements and other related data.

Once a preliminary review of the data is complete, Benesch will conduct a kick-off meeting with the County to discuss background challenges and goals, project scope and schedule and data needs. During this meeting, Benesch will also discuss funding options available to LCFR as well as methodologies that are commonly used by other jurisdictions. Benesch will gather input from the County to establish which methodology will be used in the study.

Task 2: Evaluation of Fire and EMS Resources

(Addresses Tasks 1, 2 and 5 of the RFP Scope)



Benesch will work with County staff to evaluate the County's fire, rescue and EMS transport emergency service delivery capabilities and compare these capabilities with national and local standards in terms of personnel staffing, equipment and public safety facilities. The County will be an active participant and provide the necessary budget information, current fire, rescue and EMS transportation resource information and recognized national fire and EMS authorities for acceptable standards that will be required to develop the funding study.

In addition, Benesch will survey up to 10 Florida jurisdictions whose emergency service delivery models are similar to that of Lake County. The comparison will include resources per population, annual funding methods, annual revenues collected and the differences between communities served and the Fire/EMS emergency services systems.

Based on this gap-analysis and input from the County, Benesch will develop resource recommendations for any deficiencies related to fire, rescue and EMS transport services to align with national and/or local standards.

Task 3: Funding Needs Analysis

(Addresses Tasks 3 and 4)



Based on findings from Task 2, Benesch will estimate the cost of providing necessary resources. We will review LCFR's current budget documents and any agreements or estimates for salary increases in order to estimate average personnel costs and work with LCFR to estimate additional equipment and facility needs. Similarly, based on a review of current and proposed resources, additional cost related to the transport services will be estimated.

Task 4: Develop Revenue Methodology

(Addresses Task 6)



Benesch will review the funding sources available to LCFR for the needs identified in previous tasks. Some of these sources include:

- Non-ad valorem fire assessment
- MSTU millage
- User fees

Any available and dedicated revenues will be identified. These may include revenues from municipalities that contract fire and rescue services to LCFR, grants, new construction plan review and inspection fees, maintenance inspection fees and other similar user fees. Of these, non-ad valorem assessments and MSTUs will be calculated in further detail. An order-of-magnitude user fee revenue will be provided for the County's consideration. If desired, Benesch will prepare a calculation of user fees for specific services as part of a separate scope of services.

SECTION 3: PROPOSED SOLUTION

Task 5: Develop Non-Ad Valorem Fire Assessment Rates (Addresses Tasks 7, 8, 9 and 10)



In the case of non-ad valorem fire assessments, courts accepted multiple methodologies. Given this, Benesch will develop multiple apportionment methodology options for the County's consideration. These may include combining a flat rate with a variable rate, tiering residential land use, developing a methodology to determine the assessable portion of the Fire Department's budget and other options. The methodology will ensure that all assessable costs are incorporated.

The methodology will comply with all legal requirements, including F.S. 197.3632 and the Uniform Assessment Collection Act.

Task 5a: Analyze Service Demand Using Proposed Methodology

The Benesch Team will obtain Fire Rescue call response data from LCFR to determine the appropriate service demand using the agreed-upon funding methodology. Per the County's current practices, a minimum of 10 years of call data will be analyzed for the service demand component to ensure that fluctuations in call data from year to year are neutralized. Limited sample sizes, especially in the case of certain land uses, require the use of several years of data.

As part of this analysis, Benesch will identify calls that should be excluded from the analysis and determine a trend in the distribution of remaining incidents between the different assessment rate classes.

This analysis will include a review of the different incident types and on-scene procedures to ensure that only the incidents that are appropriate for use in the service demand analysis are included in each program.

Finally, the analysis will evaluate the frequency and the level of staff and vehicle time used for each type of incident/property. Certain types of land uses or buildings may not request assistance frequently, but the duration of each response may be longer than that experienced at a different land use.

Agreements with other service providers or entities, reports and other data pertaining to the provision of fire rescue and EMS/ambulance services will also be evaluated.

Task 5b: Analyze Budget Information

Benesch will evaluate the County's Fire Rescue current fiscal year budget and estimated budgets for the next five years based on needs identified in Task 3. This analysis will also consider additional needs and fluctuations in budget due to larger non-recurring expenditures. The budget used for the study will incorporate the full costs of services, including:

- Net fire rescue services
- Fair apportioning to include equipment/capital improvements
- Implementing the programs
- Collecting the assessments;
- Creating the assessment rolls

Dedicated revenues that need to be accounted for will be identified. Benesch will document net service delivery revenue requirements for current and future levels of service. We will also incorporate a five-year projection of revenue requirements to maintain and/or update equipment.

Task 5c: Calculate Development Units

To update the number of development units for each assessment rate class, Benesch will obtain a copy of the properties that are within LCFD fire rescue service areas from the Lake County Property Appraiser. Each Property Class Code in the Property Appraiser's database will be assigned an assessment rate class to correlate each real property record with its appropriate assessment rate class. These classifications will be compared to the current fire assessment roll and any variations will be discussed with the County prior to finalizing the roll.

Task 5d: Calculate Rates and Revenue Requirements

Based on the agreed upon methodology, apportioned costs for each land use and calculated development units, Benesch will develop a rate schedule for the non-ad valorem assessment program. The rate schedule will include assessment cap rates as appropriate and will ensure that the identified assessable costs are fully funded. In addition, five-year revenue requirements will be identified.

Benesch will address current exemptions and associated revenue loss for the County. Benesch will discuss the County's current policies and provide information regarding properties that legally need to be exempted, as well as others that were exempted by other jurisdictions.

SECTION 3: PROPOSED SOLUTION

Task 6: MSTU Rates



Benesch will identify which portions of the LCFR's budget are associated with ALS incidents or are otherwise not recoverable through the fire assessment program. We will calculate the millage rate needed to fund this amount.

Task 7: Technical Report

(Addresses Task 11)



Benesch will compile all of our findings from Tasks 1 through 6 in a technical report. This report will include data and analyses, which are used to develop funding options. Benesch will present the study results to County staff and administrators. Input from the County will be incorporated into a final report.

Task 8: Implementation Assistance

(Addresses Tasks 12, 13 and 15)



Based on the input received from the Board of County Commissioners, Benesch will assist with the implementation of the revised funding program. Benesch will review legal documents prepared by the County Attorney and provide sample language if needed to ensure resolutions conform to the assessment ordinance. We will then implement the County's policy decisions and proposed methodology and adopt the final assessment rates.

In addition, a FY 2024 special assessment roll will be created for LCFR.

Benesch will assist the County with the legal requirements to adopt the final rate resolution and certify the assessment roll is compliant with Section 197.3632 of the Florida Statutes, including:

- Review of resolutions/notices prepared by the County Attorney
- Development of First Class mailing notices and their distribution
- Presentation of the final project to the Lake County Board of County Commissioners
- Certification of assessment roll to Lake County Tax Collector

In addition to these formal meetings, Benesch will be in continuous contact with the County's Project Manager to ensure that the County is aware of the progress of the study.

Benesch will prepare user-friendly PowerPoint presentations to help explain and gain support for the study methodology.

Task 9: Periodic Reviews

(Addresses Task 14)



If requested by the County, Benesch will conduct periodic reviews and updates of calculations. These studies will incorporate the most current budget, incident and property unit data. The results of these studies will confirm or revise the adopted fire assessment rates. A separate budget will be developed for these updates as requested, depending on the exact scope of the update study.



Thank You!

Benesch appreciates the opportunity to work alongside Lake County again.

Lake County // RSQ #23-532 - Public Safety Funding Consultant Services

Section 4: Subcontractors/Joint Ventures



Subcontractors and Joint Ventures

Benesch has partnered with Lewis, Longman and Walker (LLW) for this contract. LLW will assist with the Legal Review portions of the scope.

About Lewis, Longman & Walker



Lewis, Longman and Walker, PA (LLW) is a well-established Florida law firm that has been serving public and private clients in land use, governmental, legislative and environmental law since 1994. The LLW team is comprised of well-known and respected attorneys with the resources, experience and skill to quickly resolve difficult legal challenges. LLW is a Top Ranked Law Firm by Martindale-Hubbell—the highest-rated Martindale-Hubbell award. To make this list, at least 10 percent of a firm's attorneys must have achieved an AV Preeminent rating. At LLW, nearly half of the attorneys have achieved this rating. In 2019, LLW was named one of Florida's Best Companies To Work For by Florida Trend Magazine and in 2016, was listed as one of Law360's 100 Best Law Firms for Female Attorneys. Additionally, LLW has been listed as a Best Law Firm by U.S. News Media Group and Best Lawyers® since its inaugural year in 2010, receiving Tier 1 rankings in Environmental Law, Environmental Litigation and Natural Resources Law. Since 2006, fifteen LLW attorneys have been named Best Lawyers—eight have been named Lawyer of the Year. Thirteen attorneys have been listed as Florida Super Lawyers or Rising Stars, and seven attorneys have been named Legal Elite by Florida Trend Magazine.

LLW has six board-certified attorneys in the areas of:

- State and Federal Government and Administrative Practice
- Real Estate
- City, County and Local Government Law

LLW has three registered lobbyists and holds licenses to practice in Florida, Kentucky and the District of Columbia.

EXHIBIT C

ATTACHMENT 2 - PRICING SHEET

23-532

PUBLIC SAFETY FUNDING CONSULTANT

Alfred Benesch & Company		
SAVE AND SUBMIT AS AN EXCEL FILE		
Contractor to furnish all labor, materials, tools, transportation, and equipment necessary to provide services in accordance with specifications listed and implied. Actual hours are unknown and estimated for evaluation purposes only.		
ITEM DESCRIPTION	PROPOSED TIME FRAME	LUMP SUM PRICE*
<ul style="list-style-type: none"> • Review of current funding sources • Research on how other jurisdictions are funding fire and EMS budgets • Reviewing multiple options and development of recommendations for a sustainable and reliable revenue funding model with the understanding that the County will provide needed staffing levels and other resources and associated expenses. • Description of the current apportionment methodology and assessment rate for fire rescue and EMS transport. 	To be completed by January 30, 2024	\$58,600.00
*Includes two virtual meetings.		
Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.		
Lake County will not accept nor authorize payment for travel time or expenses of service personnel to any of Lake County's facility locations. The hourly rate must commence on the job site. Billable time will be for service work performed.		