

**BOARD OF COUNTY COMMISSIONERS  
LAKE COUNTY, FLORIDA  
OFFICE OF THE COUNTY MANAGER  
AGENDA ITEM COVER SHEET**

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**DATE:** 10/01/2024

**TO:** Jennifer Barker, County Manager

**THRU:**

Megan Milanese, Office Of Emergency Management  
Director

**BY:** Amy Munday, Contracting Officer II

**SUBJECT:** Hazard Vulnerability Assessment

**MEETING DATE:**

11/19/2024

**ITEM TYPE:** Consent Item

**ITEM ID:** 33413

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**RECOMMENDATION/REQUIRED ACTION:** Approve

Recommend approval:

1. Of Contract 24-462 for Hazard Vulnerability Assessment to Geosyntec Consultant, Inc. (Boca Raton, FL); and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The fiscal impact is \$502,198 (expenditure – grant funded) and is within, and will not exceed, the Fiscal Year 2025 Budget.

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**BACKGROUND SUMMARY:** The Office of Procurement Services, in coordination with the Office of Emergency Management, issued a Request for Statement of Qualifications (RSQ), 24-462, for a complete countywide hazard vulnerability assessment.

Four responses were received as shown on the attached Respondents List. The proposals were evaluated in accordance with the County's formal Selection Committee (SC) process for the Competitive Consultant's Negotiation Act (CCNA). The SC reviewed the responses as noted in the attached SC meeting minutes. The SC recommended entering into negotiations with Geosyntec Consultants, Inc., the highest-ranking response as outlined in the RSQ. Negotiations resulted in pricing considered fair and reasonable in comparison to rates negotiated under similar contracts, resulting in a formal award recommendation to Geosyntec Consultants, Inc.

Funding in the amount of \$502,198 was awarded by the Florida Department of Environmental Protection for the Resilient Florida Program, and accepted by the Lake County Board of County Commissioners on October 24, 2023. The Hazard Vulnerability Assessment is one hundred percent grant funded through this program.

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Fiscal Impact: \$502,198 (expenditure - 100% grant funded)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
Federal/State Grant Fund	1300	2533166	830340	25504	\$502,198

Advertised Date:

Paper:

Attachments:

1.	24-462 Respondent Tabulation Sheet
2.	24-462 Selection Committee Minutes 6.24.24
3.	24-462 Selection Committee Minutes 8.8-9.24
4.	24 462 Contract - VENDOR SIGNED

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**STAFF APPROVALS AND DATES:**

Amy Munday	Created/Initiated - 10/1/2024
Ron Falanga	Approved - 10/2/2024
Megan Milanese	Approved - 10/23/2024
Sheri Hutchinson	Approved - 10/24/2024
Tyler Lachat	Approved - 10/24/2024
Tabitha Kocielko	Approved - 10/24/2024
Thomas Carpenter	Approved - 10/25/2024
David Langley	Approved - 10/25/2024
Kandace Pourbaix	Approved - 10/25/2024
Allison Teslia	Approved - 10/25/2024
Melanie Marsh	Approved - 11/1/2024
Jennifer Barker	Approved - 11/5/2024
Misty Spahn	Final Approval - 11/8/2024

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**ACTION TAKEN BY BOARD:**

Action: New

Continued/Deferred Until:

Other:

**AGREEMENT BETWEEN  
LAKE COUNTY, FLORIDA,  
AND GEOSYNTEC CONSULTANTS, INC.,  
FOR COUNTYWIDE HAZARD VULNERABILITY ASSESSMENT  
RSQ # 24-462**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (the "COUNTY") and Geosyntec Consultants, a Florida Profit corporation, its successors and assigns ("CONSULTANT"), (each a "Party" and collectively, the "Parties").

**WITNESSETH:**

**WHEREAS**, the COUNTY publicly submitted a Request for Statements of Qualification (RSQ) #24-462 for procurement of professional services under the Consultants' Competitive Negotiations Act, Section 287.055, Florida Statutes, following the guidelines set forth under such Act; and,

**WHEREAS**, COUNTY sought through RSQ #24-462 firms or individuals qualified to provide a countywide hazard vulnerability assessment for the COUNTY; and

**WHEREAS**, 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 public served by the COUNTY.

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

1. **Legal Findings of Fact.** 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.
2. **Purpose.** The purpose of this Agreement is for CONSULTANT to conduct a countywide vulnerability assessment ("Service") so that the County is compliant with Section 380.093, Florida Statutes, and remains eligible for future mitigation and resilience projects. This work will be funded by a grant from the Florida Department of Environmental Protection (FDEP).
3. **Scope.** On the terms and conditions set forth in this Agreement, the COUNTY hereby engages CONSULTANT to provide the Service for the COUNTY, as more specifically described in the Scope of Services, as modified or clarified by any addendums, along with CONSULTANT'S Submittal Form, attached hereto and incorporated herein as **Exhibit A (Composite)**. The Scope of Services may be modified by an amendment to this Agreement, but to be effective and binding such amendment must be in writing and signed by the Parties. The COUNTY reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

4. **Term.**

A. The Agreement will commence upon a Notice to Proceed provided by the COUNTY until the Service has been completed. This Agreement will remain 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. Continuation of this Agreement beyond the initial period is a prerogative of the COUNTY and not a right of CONSULTANT. This prerogative may be exercised only when such continuation is in the best interest of the COUNTY.

B. Any work that commences prior to and will extend beyond the expiration date of the current Agreement period shall, unless terminated by mutual written agreement between the COUNTY and CONSULTANT, continue until completion at the same prices, terms and conditions.

5. **Task Orders.** CONSULTANT acknowledges and agrees that if work is assigned to CONSULTANT, each individual project shall have a specific project scope agreed to by the Parties by way of a task order. **ALL TASK ORDERS SHALL BE REVIEWED AND APPROVED BY THE LAKE COUNTY OFFICE OF PROCUREMENT SERVICES AND THE LAKE COUNTY ATTORNEY'S OFFICE FOR THE COUNTY PRIOR TO CONSULTANT BEGINNING ANY WORK ON THE ASSIGNED PROJECT OR PAYMENT BEING MADE TO CONSULTANT.** It is understood that the project scope 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.

6. **Consultants Competitive Negotiation Act.** This is not a "continuing contract" under the provisions of Section 287.055, Florida Statutes. Professional services provided under this Agreement are for study activities, where the fee for professional services for each individual study under the contract does exceed \$500,000.00.

7. **Consultant Personnel.**

A. **Key Personnel.** CONSULTANT agrees that each person listed or referenced in CONSULTANT'S proposal package provided in response to RSQ # 24-462, 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 CONSULTANT must be able to promptly provide a qualified replacement. In the event CONSULTANT desires to substitute personnel, CONSULTANT shall propose a person with equal or higher qualifications; 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. A list of CONSULTANT'S Key Personnel, Subconsultants, and Joint Ventures under this Agreement are attached hereto and incorporated herein as **Exhibit C**. If personnel are substituted utilizing the services of subconsultant entities not included in CONSULTANT'S proposal, restrictions related to subcontracting in **Paragraph 18** of this Agreement shall apply to CONSULTANT'S replacement.

B. CONSULTANT will ensure that all personnel are competent, experienced, and reliable. All personnel must have sufficient skill and experience to perform their assigned task(s) properly and satisfactorily, to operate any equipment involved, and will make due and proper effort to execute the work in the manner prescribed in the agreement documents. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly, or insubordinate, such person will be immediately discharged from the Service and will not again be employed on the Service without the written consent of

the COUNTY. Should the CONSULTANT fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due in connection with the Services subject to the removal or may suspend the Services with approval of the COUNTY until such orders are complied with.

C. No alcoholic beverages or drugs are permitted on any COUNTY properties. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.

D. E-Verify. 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 new persons hired by CONSULTANT during the term of this Agreement. CONSULTANT shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors 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 new employees hired by the subcontractors during the term of the Agreement.

8. Pricing. COUNTY will pay, and CONSULTANT will accept as full and complete payment for the timely and complete performance of its obligations hereunder, compensation as provided in the Proposal to Provide Services, attached hereto and incorporated herein as **Exhibit B**. Agreement prices will prevail for the full duration of the Agreement. The personnel needed for each individual project shall be determined by CONSULTANT. Upon reviewing the project specific scope, the CONSULTANT has submitted a list of specific tasks to be performed as part of the project, including any alternate tasks, and a detailed estimated cost sheet in **Exhibit B**. A list of deliverables has also been provided in **Exhibit B**.

9. Invoicing and Payment.

A. CONSULTANT shall submit an accurate invoice to the COUNTY Using Department as designated in each specific task order issued for Services under this Agreement. The date of the invoice must be after delivery but no more than thirty (30) calendar days after delivery. The invoices must reflect the type of service provided to the COUNTY and must include: the contract number; task or purchase order number; date and location of delivery or service; confirmation of acceptance of the goods and/or services by the appropriate COUNTY representative; detail of the cost incurred for services performed; and a detailed progress report for each specific task. Failure to submit invoices in the prescribed manner will delay payment.

B. COUNTY shall reimburse CONSULTANT for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

C. The COUNTY will make payment on all invoices in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment and CONSULTANT may be considered in default and this Agreement may be terminated. 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. CONSULTANT must invoice COUNTY for any interest accrued in order to receive the interest payment.

D. Other than the fees and rates set forth in **Exhibit B**, CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

E. 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.

F. Compensation of Consultant's Subconsultants and Suppliers. Upon receipt of payment from the COUNTY, the CONSULTANT shall pay each of its subconsultants and suppliers out of the amount received by the CONSULTANT on account of such subconsultant's or supplier's portion of the Service, the amount to which each entity is entitled. The COUNTY will have no obligation to pay, and will not be responsible for payments to, the CONSULTANT'S subconsultants or suppliers.

10. Compliance with Grant Funding Requirements. CONSULTANT agrees to comply with all requirements of FDEP as 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, and agrees to incorporate any required terms in the task order or through amendment to this Agreement, as appropriate. CONSULTANT is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONSULTANT pursuant to the grant funding requirements. A copy of the requirements will be supplied to CONSULTANT by the COUNTY upon request.

11. COUNTY Responsibilities.

A. The COUNTY shall pay CONSULTANT in accordance with the provisions of this Agreement.

B. COUNTY will promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed.

C. Project Manager. COUNTY shall designate one COUNTY staff member to act as COUNTY'S Project Manager. It is agreed to by the Parties that the COUNTY'S Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution, and fulfillment of the Scope of Services, and as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of this agreement. The COUNTY'S Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

D. The COUNTY retains the right to inspect all work to verify compliance with this contract.

12. Termination.

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 service or task under this Agreement is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said 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' advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred.

**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; 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.

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

**13. Assignment of Agreement.** This Agreement shall not be assigned or sublet except with the written consent of the COUNTY. No such consent shall be construed as making the COUNTY a Party to the assignment or subcontract or subjecting the COUNTY to liability of any kind to any assignee or subcontractor. No assignment or subcontract shall under any circumstances relieve CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through CONSULTANT. In the event CONSULTANT is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition process, CONSULTANT shall notify the COUNTY immediately, and in no case more than thirty (30) days after to the effective date of the acquisition. The COUNTY shall have the option of terminating this Agreement in the event the acquiring entity does not meet with the COUNTY'S approval. Any acquisition or hostile takeover may result in termination of this Agreement for cause. Failure to submit timely notification to the COUNTY may result in a material breach of this Agreement and termination by the COUNTY or assessment of a processing fee.

**14. Licenses and Permits.** CONSULTANT shall remain appropriately licensed throughout the course of the service and maintain at least the minimum thresholds of education and professional experience required to perform the services required under this Agreement. Failure to maintain all required licenses will entitle the COUNTY to terminate this Agreement. CONSULTANT shall be registered with the Florida Department of State in accordance with the provisions of the Florida Business Corporation Act, Chapter 607, Florida Statutes.

**15. Independent Contractor.** CONSULTANT, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. CONSULTANT shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

**16. 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 CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

**17. Consultant as Prime.** CONSULTANT shall act as the prime consultant for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONSULTANT shall be considered the sole point of contact regarding all stipulations, including

payment of all charges and meeting all requirements of this Agreement. All sub-consultants will be subject to advance review by the COUNTY in terms of competency, security concerns, and compliance with applicable laws. No change in sub-consultants shall be made without consent of the COUNTY. CONSULTANT shall be responsible for all insurance, professional certifications, licenses and related matters for any and all sub-consultants. Even if the sub-consultant is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed. **The combined expenses of subconsultants without a COUNTY contract are limited to ten percent (10%) of the task, not to exceed \$35,000.00.** 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. 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.

**18. Insurance.**

A. CONSULTANT shall purchase and maintain, 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 acceptable to the COUNTY, insuring CONSULTANT against any and all insured claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and obligations of 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.

B. The Parties agree that the policies of insurance and confirming certificates of insurance shall insure CONSULTANT is in accordance with the following minimum limits:

1. 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

2. Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit.....	\$1,000,000
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3. Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.).
4. Employer's liability insurance with the following minimum limits and coverage:  

Each Accident.....	\$1,000,000
Disease-Each Employee.....	\$1,000,000
Disease-Policy Limit.....	\$1,000,000
5. Professional liability and/or 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.

C. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be listed as additional insured as their interest may appear on all applicable policies. Certificate(s) of insurance must identify the RSQ number in the Description of Operations section on the Certificate.

D. CONSULTANT shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the required insurance. It is the CONSULTANT'S specific responsibility to ensure that any such notice is provided within the stated timeframe.

E. Certificate of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be 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.

F. CONSULTANT must provide a copy to the COUNTY of all policy endorsements, reflecting the required coverage, with the COUNTY and its Governing Board listed as an additional insured on the General Liability and Automobile Liability Policy along with all required provisions to include waiver of subrogation, with the exception of workers' compensation and professional liability. *(Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements).*

G. Certificate holder shall 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

H. All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions or CONSULTANT will be required to procure a bond guaranteeing payment of losses and related claims expenses.

I. The COUNTY shall 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 shall be the sole responsibility of CONSULTANT and/or sub-consultant providing such insurance.

J. CONSULTANT shall be responsible for its sub-consultants, if any, and to ensure that such subconsultants are maintaining insurance during the term of this Agreement. Subconsultants are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with CONSULTANT'S requirements.

K. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for cause.

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

19. **Conflict of Interest.** CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONSULTANT certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of CONSULTANT and that no such person may have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

20. **Indemnity.** CONSULTANT will indemnify and hold harmless the COUNTY and its officers, commissioners, and employees for any damages resulting from failure of CONSULTANT to take out and maintain the above insurance. 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 negligence, recklessness, or intentionally wrongful conduct of CONSULTANT, its personnel, employees, and other persons utilized by CONSULTANT in the performance of this Agreement, including negligent defects in design and errors or omissions that result in material cost increases to COUNTY, pursuant to Section 725.08, Florida Statutes. Such indemnification will include the payment of all valid (third-party) claims, losses, and judgements in connection therewith and the payment of all related fees and costs. The COUNTY reserves the right to defend itself with its own counsel or retained counsel at CONSULTANT'S expense. The 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 the COUNTY as set forth in Section 768.28, Florida Statutes.

21. **Ownership of Deliverables.** Upon completion of and payment for a task CONSULTANT agrees all tasks and/or deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT shall be and/or remain the property of COUNTY. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to more fully transfer ownership of all Tasks and/or deliverables to COUNTY. Additionally, CONSULTANT hereby represents that it has full right and authority to perform its obligations specified in this Agreement.

22. **Return of Materials.** Upon the request of the COUNTY, but in any event upon termination of this Agreement, 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. CONSULTANT may keep copies of all work product for its records.

23. **Additional Services & Non-Exclusivity.** Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. The COUNTY reserves the right to award any additional services to the CONSULTANT or to acquire the items from another vendor through a separate solicitation. COUNTY reserves the right to perform, or cause to be performed, all or any of the work and services described in this Agreement 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 provided under the Agreement.

24. **Claims and Disputes.**

A. Claims by CONSULTANT must be made in writing to the COUNTY within two (2) business days of the event giving rise to the claim, 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. CONSULTANT shall proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY 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 or its Executive Director 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 provisions of the section in this document entitled "Changes in the Scope of Services". 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.

F. **NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME MAY BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS.** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work will relieve the CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONSULTANT expressly acknowledges and agrees that the CONSULTANT will receive no damages for delay. However, this provision will not preclude recovery or damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, the CONSULTANT will be entitled to

extensions of the Agreement time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

**25. Accuracy and Standard of Care.** CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The standard of care for all professional engineering, 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.

**26. Deficiencies in Work.** CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, reports or other services due to CONSULTANT'S negligence or causes within CONSULTANT'S reasonable control. Any re-performance or revisions shall be made within thirty (30) calendar days after such errors or non-conformances are reported by the COUNTY.

If the CONSULTANT fails to correct the work within the period specified, the COUNTY may, at its discretion, notify the CONSULTANT, in writing, that the CONSULTANT is subject to contractual default provisions if the corrections are not completed to the satisfaction of the COUNTY within seven (7) calendar days of receipt of the notice. If the CONSULTANT fails to correct the work within the period specified in the notice, the COUNTY may place the CONSULTANT in default, obtain the services of another CONSULTANT to correct the deficiencies, and charge the incumbent CONSULTANT for these costs, either through a deduction from the final payment owed to the CONSULTANT or through invoicing. If the CONSULTANT fails to honor this invoice or credit memo, the COUNTY may terminate the contract for default.

**27. Truth in Negotiation Certificate.** For all lump-sum or cost-plus fixed fee agreements exceeding \$195,000, the CONSULTANT must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original Agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

**28. Codes and Licenses.** All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances. During the term of this Agreement, CONSULTANT must be appropriately licensed to provide the services provided under this Agreement. In the event a federal, state, or local statute, code, regulation or ordinance is modified or created during the term of this Agreement which is applicable and related to the services provided under this Agreement, the Parties will jointly determine if an amendment to this Agreement is necessary.

**29. Prohibition Against Contingent Fees.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for 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 CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

30. **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 five (5) complete calendar years after the Service has been completed or terminated, 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://dos.fl.gov/library-archives/records-management/general-records-schedules/>, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the 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 shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the COUNTY to perform the services identified in this Agreement.
2. 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.
3. 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 CONSULTANT does not transfer the records to the COUNTY.
4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of 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 shall 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 contract, CONSULTANT shall 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 THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE 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](mailto:PURCHASING@LAKECOUNTYFL.GOV).**

**D.** Failure to comply with this subsection will be deemed a breach of the Agreement 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, a copy of which can be found at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>. 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.** Confidential and/or Exempt Information. CONSULTANT must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received or prepared as part of any task order issued authorizing work under this Agreement. Upon completion of each task order, CONSULTANT will return to COUNTY all confidential and/or exempt project documents, including, but not limited to, designs, files, photos, reports, maps, drawings, specifications, schematics, diagrams, shop drawings, construction documents and electronic files. CONSULTANT will provide written certification to COUNTY that all documents designated as confidential and/or exempt have been returned to the COUNTY or destroyed.

**31. Right to Audit.**

**A.** The COUNTY reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. 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. 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://dos.fl.gov/library-archives/records-management/general-records-schedules/>, whichever is longer. 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.

**B.** 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.

**C.** If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by 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 shall be reimbursed to the COUNTY by CONSULTANT. Any adjustments or payments which must be made as a result of any such audit or inspection of CONSULTANT'S invoices and records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) calendar days, from presentation of the COUNTY'S audit findings to CONSULTANT.

D. CONSULTANT agrees to include the requirements of this provision in all contracts with sub-consultants and material suppliers in connection with the work performed under this Agreement.

32. **Warranties.** All warranties express and implied, must be made available to the COUNTY for goods and services provided under this Agreement. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services. The rights and remedies provided in this Agreement will be in addition to the warranty and do not limit any right afforded to the COUNTY by any other provision this Agreement. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

33. **Certification Regarding Scrutinized Companies that Boycott Israel.** By executing this Agreement, 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 agreement 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.

34. **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 some 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 Agreement;
- B. Procuring commercial sex acts during the period of performance of the Agreement;
- C. Using forced labor in the performance of the Agreement;
- 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.

35. **Non-Collusion.** 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.

36. **Public Entity Crimes.** As provided by Section 287.133, Florida Statutes, person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a consultant, supplier or sub-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.

37. **Florida Convicted/Suspended Vendor Lists.** By executing this Agreement CONSULTANT affirms that it is not currently listed on the Florida Department of Management Services Convicted Vendor (Sec. 287.133, Fla. Stat.) or Suspended Vendor (Sec. 287.1351, Fla. Stat.) Lists.

38. **Discriminatory Vendor List (State funded projects).** As provided by Section 287.134, Florida Statutes, a contractor who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By entering into this Agreement, CONSULTANT affirms that CONSULTANT is not on the Discriminatory Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Discriminatory Vendor List.

39. **Antitrust Violator Vendor List (State funded projects).** As provided by Section 287.137, Florida Statutes, a contractor 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. By entering into this Agreement, CONSULTANT affirms that CONSULTANT is not on the Antitrust Violator Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Antitrust Violator Vendor List.



40. **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 or 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.
41. **Contracting with foreign entities of concern.** Pursuant to Section 287.138, Florida Statutes, for contracts where CONSULTANT may have access to personal identifying information, CONSULTANT certifies to the COUNTY by submitting its bid that (1) CONSULTANT is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a controlling interest in CONSULTANT; and (3) CONSULTANT is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this section, foreign country of concern means 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 of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.
42. **Social, political, or ideological interests.** Per Section 287.05701, Florida Statutes, the COUNTY will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.
43. **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.
44. **Tobacco Products.** Tobacco use, including both smoke and smokeless tobacco, is prohibited on COUNTY owned property.
45. **Civil Rights Act.** During the term of this Agreement CONSULTANT assures 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'S employees or applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance. Executed Title VI Non-Discrimination Assurances are attached hereto as **Exhibit D** and incorporated herein.

46. **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 IT MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM OR RELATING TO THIS AGREEMENT.
47. **Force Majeure.** The Parties will exercise every reasonable effort to meet their respective obligations under this Agreement, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other Party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.
48. **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.
49. 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.
50. This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the Parties hereto, unless otherwise stated herein.
51. 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.
52. **Compliance with Applicable Laws.** The CONSULTANT will at all times comply with all applicable Federal, State and local laws, rules and regulations in effect at the time Services are performed.
53. **Fraud, Misrepresentation, and Material Misstatements.** Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation, or 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. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.
54. **Using Departments.** This Agreement is not specific to a COUNTY department and it is agreed and understood by the Parties that any COUNTY department may avail itself of this Agreement and procure services specified herein at the Agreement price(s) established herein ("Using Department"). An Agreement modification will be issued by the COUNTY identifying the requirements of any specific COUNTY department(s), if COUNTY deems necessary.
55. **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.

56. **Construction of Agreement.** The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

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

58. **Sovereign Immunity.** COUNTY expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of COUNTY beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third Party for the purpose of allowing any claim against COUNTY, which would otherwise be barred under the law.

59. **Notice.** 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, addressed as follows:

**If to CONSULTANT:**

Mark Ellard, Vice President  
Geosyntec Consultants, Inc.  
900 Broken Sound Parkway NW  
Suite 200  
Boca Raton, Florida 33487

**If to COUNTY:**

Lake County Manager  
315 W. Main Street  
P.O. Box 7800  
Tavares, Florida, 32778

***With a Copy to:***

Lake County Attorney  
315 W. Main Street, Suite 335  
P.O. Box 7800  
Tavares, Florida 32778

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

60. **Scope of Agreement:** This Agreement is intended by the Parties hereto to be the final expression of their agreement, and it constitutes the full and entire understanding between the Parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. Any items not covered under this Agreement will need to be added via written addendum, and pricing negotiated based on final specifications.

This Agreement contains the following exhibits, all of which are incorporated into this Agreement:

Exhibit A (Composite).....Scope of Services and Submittal Form (9 pages).

Exhibit B .....Proposal to Provide Services (8 pages).

Exhibit C.....Consultant's Key Personnel, Subconsultants, and Joint Ventures  
(1 page).

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Chairman; and by the CONSULTANT through its duly authorized representative.

**CONSULTANT**

GEOSYNTEC CONSULTANTS, INC.

Mark Ellard,  
PE

Digitally signed by Mark Ellard, PE  
DN: cn=Mark Ellard, PE, o=Geosyntec  
Consultants, Inc., ou=Senior Principal /  
Vice President,  
email=mellard@geosyntec.com, c=US  
Date: 2024.10.01 15:53:10 -04'00'


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MARK ELLARD, VICE PRESIDENT  
License: 48073, Professional Engineer

This 1 day of October, 2024.

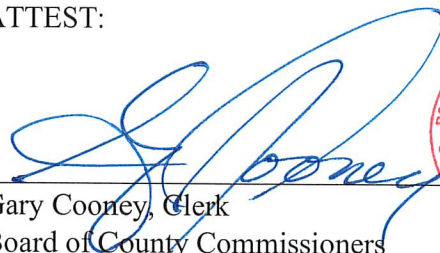
COUNTY

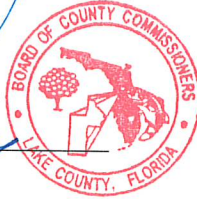
LAKE COUNTY, FLORIDA, through its  
BOARD OF COUNTY COMMISSIONERS

  
Leslie Campione Chairman

This 19<sup>th</sup> day of Nov., 2024.

ATTEST:

  
Gary Cooney, Clerk  
Board of County Commissioners  
of Lake County, Florida



Approved as to form and legality:

Melanie Marsh 11/19/24  
Melanie Marsh  
County Attorney

## COUNTYWIDE HAZARD VULNERABILITY ASSESSMENT

**1. BACKGROUND**

- 1.1. Lake County Emergency Management provides comprehensive and coordinated preparedness, response, recovery, and mitigation services to the residents of Lake County. The primary goals of emergency management are to protect life, protect property, and protect the environment from the impacts of natural or human-made emergencies and disasters.
- 1.2. The County recently received a grant from the Florida Department of Environmental Protection (FDEP) to conduct a countywide vulnerability assessment to ensure the County has a vulnerability assessment that is in compliance with s.380.093 Florida Statutes to be eligible for future mitigation and resilience projects.

**2. SCOPE OF SERVICES**

- 2.1. Consultant shall conduct a comprehensive, countywide vulnerability assessment to include all municipalities within the county. The vulnerability assessment conducted by the Consultant must be consistent with the requirements of s. 380.093 Florida Statutes. The project will rely on the FDEP's Scope and Technical Guidance.
- 2.2. Consultant shall include an assessment of community-wide critical assets as defined in s. 380.093 Florida Statutes for the County as well as all included municipalities.
- 2.3. Consultant shall provide regular progress reports (no less frequent than quarterly) to the County and/or to FDEP, as well as final financial and programmatic closeout reporting information.
- 2.4. Consultant shall work under a lump sum fee arrangement based on a schedule of payments.
  - 2.4.1. Consultant shall also submit a list of project deliverables and their delivery schedule for the cited deliverables with their initial proposal response.

**3. DELIVERY REQUIREMENTS**

- 3.1. The following deliverables will be required during this project:
- 3.2. Task 1: Kick-off Meeting. The Consultant will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees should discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting should identify potential representatives to serve on the project steering committee. Prior to the meeting, the Consultant will prepare the sign-in sheet, draft project schedule, and other meeting materials as necessary. The Consultant will prepare a draft list of representatives to serve on the project steering committee based on discussions with the County. As part of the project kick-off meeting, the Consultant will provide the following:
  - 3.2.1. Meeting agenda to include location, date, and time of meeting;
  - 3.2.2. Meeting sign-in sheets or attendance records with attendee names and affiliations;
  - 3.2.3. A copy of the presentation(s) and any other materials created for distribution or use at the meeting, as applicable;
  - 3.2.4. Meeting minutes which document all agreed upon outcomes of the meeting;
  - 3.2.5. Draft list of steering committee members;

## COUNTYWIDE HAZARD VULNERABILITY ASSESSMENT

- 3.2.6. Draft email to potential steering committee members to request their participation on the committee. Email should include project purpose, goals, schedule, project meeting dates and locations, and overall desired outcomes.
- 3.3. Task 2: Assemble Steering Committee. The Consultant will review and approve the steering committee list and then distribute the draft email prepared in Task 1 to the steering committee members. The email requests steering committee member participation and to provide confirmation of acceptance or denial. The Consultant will provide the list of local representatives that have confirmed participation on the steering committee. The list should include the name, organization/affiliation, position title, and contact information of each steering committee member.
- 3.4. Task 3: The Consultant will conduct at least two public outreach meetings during the project. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The Consultant will prepare all meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable. As part of Task 2, the Consultant will provide the following:
- 3.4.1. Meeting agendas to include location, date, and time of meeting;
  - 3.4.2. Meeting sign-in sheets with attendee names and affiliation;
  - 3.4.3. A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting, as applicable;
  - 3.4.4. A copy of the file or weblink of the video or audio recording from the meeting, if applicable;
  - 3.4.5. A summary report including attendee input and meeting outcomes.
- 3.5. Task 4: Acquire Background Data and Municipal Outreach. The Consultant will research and compile the data needed to perform the vulnerability assessment based on the requirements as defined in Section 380.093, F.S. The Consultant will, in coordination with the County and the Department of Environmental Protection, identify municipalities within the County without a statutorily compliant vulnerability assessment and work to collect municipal data for inclusion in the County-based vulnerability assessment. Three main categories of data are required to perform a vulnerability assessment: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Consultant's discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Consultant shall identify data gaps, where missing data or low-quality information may limit the vulnerability assessment's extent or reduce the accuracy

## COUNTYWIDE HAZARD VULNERABILITY ASSESSMENT

of the results. The Consultant shall rectify any gaps of necessary data. As part of Task 3, the Consultant will provide the following:

- 3.5.1. A technical report to outline the data compiled and findings of the gap analysis;
  - 3.5.2. A summary report to include the recommendations to address the identified data gaps and actions taken to rectify them, if applicable;
  - 3.5.3. GIS files with appropriate metadata of the data compile, to include locations of critical assets owned or maintained either by the County or municipalities included within the county, as well as regionally significant assets that are classified and as defined in paragraphs 380.093 (2)(a)1-4, F.S.;
  - 3.5.4. All records or requests for data from municipalities without a statutorily compliant vulnerability assessment.
- 3.6. Task 5: Exposure Analysis. The Consultant will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, and raw data sources shall be defined within the associated metadata. As part of Task 5, the Consultant will provide the following:
- 3.6.1. A draft vulnerability assessment report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario;
  - 3.6.2. GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.
- 3.7. Task 6: Sensitivity Analysis. The Consultant will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in Task 4. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected. As part of Task 6, the Consultant will provide the following:
- 3.7.1. An updated draft vulnerability assessment report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps, graphs, and/or tables, based on the statutorily required scenarios and standards;
  - 3.7.2. An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.
- 3.8. Task 7: Public Outreach Meeting #2. The Consultant will conduct a second public meeting to present the results from the exposure analysis, sensitivity analysis, and draft vulnerability assessment. The purpose of the second meeting is to allow the public to provide community-specific input on the results of the analyses and to reconsider



## COUNTYWIDE HAZARD VULNERABILITY ASSESSMENT

methodologies and assumptions used in the analysis for refinement. Additionally, during this meeting, the Consultant will conduct exercises to encourage the public to prioritize focus areas of flooding, and the critical assets in preparation for the development of adaptation strategies and project development. Criteria should be established to guide the public's input for the selection of focus areas. The Consultant will prepare all notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable. As part of Task 7, the Consultant will provide the following:

- 3.8.1. Meeting agendas to include location, date, and time of meeting;
  - 3.8.2. Meeting sign-in sheets with attendee names and affiliation;
  - 3.8.3. A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting, as applicable;
  - 3.8.4. A copy of the file or weblink of the video or audio recording from the meeting, if applicable;
  - 3.8.5. A summary report including attendee input and meeting outcomes, to include defining focus areas recommended by the community.
- 3.9. Task 8: Identify Focus Areas. The Consultant will identify focus areas based on the results of the second public outreach meeting and input from the steering committee, following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the exposure and sensitivity analyses, the Consultant may assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, and raw data sources shall be defined within the associated metadata. As part of Task 9, the Consultant will provide the following:
- 3.9.1. A report summarizing the areas identified as focus areas, with justification for choosing each area;
  - 3.9.2. Tables listing each focus area with any critical assets that are contained inside the focus area;
  - 3.9.3. Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study;
  - 3.9.4. GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.
- 3.10. Task 9: Final Vulnerability Assessment Report, Maps, and Tables. The Consultant will finalize the vulnerability assessment report pursuant to the requirements in s. 380.093, F.S., and based upon the steering committee and public outreach efforts. The final vulnerability assessment must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, and raw data sources shall be defined within the associated metadata. As part of Task 9, the Consultant will provide the following:

## COUNTYWIDE HAZARD VULNERABILITY ASSESSMENT

- 3.10.1. Final vulnerability assessment report that provides details on the results and conclusions, including illustrations via maps, graphs, and tables, based on the statutorily required scenarios and standards in s. 380.093, F.S.;
  - 3.10.2. A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset;
  - 3.10.3. All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the vulnerability assessment, to include the geospatial data in an electronic file format and GIS metadata; and
  - 3.10.4. A signed Vulnerability Assessment Compliance Checklist Certification.
- 3.11. Task 10: Public Presentation. The Consultant will assist with presenting the final vulnerability assessment results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final vulnerability assessment and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The Consultant will prepare all notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable. As part of Task 10, the Consultant will provide the following:
- 3.11.1. Meeting agendas to include location, date, and time of meeting;
  - 3.11.2. Meeting sign-in sheets with attendee names and affiliation
  - 3.11.3. A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting, as applicable;
  - 3.11.4. A copy of the file or weblink of the video or audio recording from the meeting, if applicable;
  - 3.11.5. A summary report including attendee input and meeting outcomes.
- 3.12. Task 11: Local Mitigation Strategy. The results of the vulnerability assessment can be used to inform a Local Mitigation Strategy (LMS) as required by the Florida Division of Emergency Management. The most recent LMS was adopted in March of 2021. The LMS is usually developed at the County level and serves to reduce the risks associated with natural and man-made disasters, including sea level rise. The Consultant will work with the Local Mitigation Strategy Working Group (LMSWG) to ensure the vulnerability assessment report is in alignment with the existing County LMS Plan and will be utilized during the planning process of future county LMS Plan updates. As part of Task 11, the Consultant will submit a letter to the Department of Environmental Protection and the Florida Division of Emergency Management Mitigation Bureau Planning Unit, signed by the LMSWG Chair or designee, to include the following:
- 3.12.1. Vulnerability assessment report will be incorporated as a reference in updating the next iteration of the LMS Plan, i.e., utilized in the next five-year update;
  - 3.12.2. Vulnerability assessment report will be included as an appendix to the next iteration of the LMS Plan; and

## COUNTYWIDE HAZARD VULNERABILITY ASSESSMENT

3.12.3. The Consultant that composed the vulnerability assessment report will be involved with the LMSWG through any of the following: at a minimum, be added to the contact list, attend meetings, participate in the planning process of the next major update; participate in the adoption of the LMS plan; and submit projects to the LMSWG to be included on LMS Prioritized Project List if not included already. The Consultant will not be expected to update the LMS as part of this scope.

**4. COUNTY RESPONSIBILITIES**

- 4.1. The County participates in the Community Rating System (CRS) program and is looking for credit under Activity 510.
- 4.2. The County is responsible for timely submission of grant quarterly update reports and financial reimbursement documentation.
- 4.3. The County is responsible for assisting the Consultant in locating and securing appropriate meeting locations.
- 4.4. The County is responsible for assisting the Consultant in promoting public vulnerability assessment meetings through use of County social media channels or other methods of promotion as appropriate.
- 4.5. The operational period of the Resilience Grant ends in March 2025. The contract will expire upon expiration of the grant period.

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The undersigned hereby declares that: Geosyntec Consultants, Inc. 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 **COUNTYWIDE HAZARD VULNERABILITY ASSESSMENT** 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 commence upon the 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: [megan.milanese@lakecountyfl.gov](mailto:megan.milanese@lakecountyfl.gov) and [lynne.mcnamara@lakecountyfl.gov](mailto:lynne.mcnamara@lakecountyfl.gov). 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.

Upon completion and acceptance of the work required in conjunction with the contract, the vendor shall submit one lump sum invoice that reflects the total value of the contract. This invoice must be submitted to the County user departments to which the required goods or services were delivered.

The County's preferred method for invoice payment is electronic remittance of invoices via virtual payment cards (ePayables) instead of paper checks. Contractor is encouraged to adopt the County's electronic payment option. ePayables is designed to deliver payables quickly and more efficiently than check payments. This procedure is consistent with the County's obligations and purpose, with an overall intent to utilize technology to provide value to the taxpayers.

Vendor requests more information about accepting ePayables for payment: YES

Vendor accepts MasterCard for payment: NO

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

**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. Vendor will comply with Florida Statutes regarding background investigations. 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 Click or tap to enter a date. to date Click or tap to enter a date.

**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 LOCAL PREFERENCE**

N/A

**11.0 GENERAL VENDOR INFORMATION**

Firm Name: Geosyntec Consultants, Inc.  
Street Address: 3504 Lake Lynda Drive, Suite 155  
City: Orlando State and ZIP Code: FL 32817  
Mailing Address (if different): N/A  
Telephone: 407-321-7030  
Purchase Order Email Address: mellard@geosyntec.com  
Federal Identification Number / TIN: 59-2355134

**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: *Mark Ellard, PE, Vice President*

Date: 5/17/2024

Print Name: Mark Ellard, PE, CFM, BC.WRE, ENV SP

Title: Vice President

Primary E-mail Address: mellard@geosyntec.com

Secondary E-mail Address: cfoerster@geosyntec.com

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.

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## EXHIBIT B - Proposal to Provide Services



3504 Lake Lynda Drive, Suite 155  
Orlando, FL 32817  
407.321.7030  
www.geosyntec.com

September 24, 2024

Megan Milanese, Director  
Lake County Emergency Management  
425 W. Alfred Street  
Tavares, FL 32778

**Subject: Proposal to Provide Services  
Solicitation 24-462, Countywide Hazard Vulnerability Assessment**

Dear Megan:

Geosyntec Consultants, Inc. (Geosyntec) is pleased to submit this proposal to provide services on the above-referenced project. We look forward to the opportunity to serve Lake County on this project.

### **BACKGROUND**

Lake County executed a grant agreement with the Florida Department of Environmental Protection (FDEP) in November 2023 to complete a countywide hazard vulnerability assessment (VA). The agreement expires on June 30, 2025, with all deliverables due to FDEP by March 31, 2025. In accordance with our discussion on September 19<sup>th</sup>, we propose the following scope of work which includes coordinating with FDEP to amend the grant agreement to include new Task 0 (data standards); modified schedule (final deliverable to FDEP by June 6, 2025); and modified fee allocation by task. The overall grant amount (\$502,198) and expiration date (June 30, 2025) are not proposed to change. A revised grant work plan matrix is provided after our scope of work narrative. This matrix identifies the modified task deliverable dates and fee allocations.

### **SCOPE OF WORK**

The following tasks will be performed under this proposed scope of work. With the exception of newly added Task 0, all tasks and deliverables align with Attachment 3 of the existing grant agreement. We do note via *italics text* value added services we are providing the County that are not required by the grant agreement but will result in a work product that will benefit the County in the long term. *Also, inherent to each task is our continual coordination and project management with the County and FDEP, including facilitating FDEP review and providing grant-required documentation (progress reports, various forms, pay reimbursement requests, etc.).*

#### **Task 0. Identify VA Data Standards**

*This is a new requirement by FDEP to confirm data standards, including sea level rise scenarios and planning horizons needed to perform the VA in compliance with Section 380.093, Florida Statutes (FS).*

Deliverable: Memo identifying data standards and planning horizons for the VA.

#### **Task 1. Kickoff Meeting with County and FDEP**

Geosyntec will develop an overall project management plan, including internal and external deadlines per task. Geosyntec will conduct a kickoff meeting with the County to discuss the project scope, project goals, schedule, key milestones, deliverables, and potential steering committee members. Geosyntec will prepare the sign-in sheet, draft project schedule, and other meeting materials as necessary. Lake County and Geosyntec will prepare a draft list of representatives to serve on the project steering committee that will be engaged in Task 2. It is assumed that this meeting will be held in-person in Tavares.

Deliverables:

- 1.1: Meeting agenda with location, date, and time of meeting.
- 1.2: Meeting sign-in sheets or attendance records with attendee names and affiliation.
- 1.3: A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable.
- 1.4: Meeting minutes that document all decisions and agreed upon outcomes of the meeting.
- 1.5: Draft list of steering committee members.
- 1.6: Draft email to potential steering committee members to request their participation on the committee. The email will include the project purpose, goals, schedule, project meeting dates and locations, and overall desired outcomes.
- 1.7: *Project management plan (including an intergovernmental coordination plan) that identifies responsible consulting and County team members; deliverables; deadlines, etc.*
- 1.8: *Conduct kickoff meeting with FDEP to introduce team, and review schedule and additional, recommended deliverables. Provide meeting summary to FDEP.*

This task will be supported by subconsultant Half.

### **Task 2. Assemble Steering Committee and Conduct Meeting**

Upon County approval of the steering committee member list, Geosyntec will schedule the meeting and distribute the draft email prepared in Task 1 to steering committee members. The email requests steering committee member participation and to provide confirmation of acceptance or denial.

Deliverables:

- 2.1: A list of local representatives who have confirmed participation on the steering committee. The list will include the name, organization/affiliation, position title, and contact information.
- 2.2: *Conduct steering committee meeting (hybrid; online and in-person for maximum participation).*
- 2.3: *Provide meeting agenda, materials, presentation, and meeting minutes, including file or weblink of the video or audio recording from the meeting.*
- 2.4: *Prepare project flyer and project landing page on County's website.*

This task will be supported by subconsultant Half.

### **Task 3. Public Outreach Meeting #1 and BOCC Presentation**

With Lake County, Geosyntec will conduct an in-person public outreach meeting to receive public input during the initial data collection stages, including factors to consider and critical assets important to the community. Geosyntec will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables:

- 3.1: Meeting agenda with location, date, and time of meeting.
- 3.2: Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff).



- 3.3: Presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics).
- 3.4: File or weblink of the video or audio recording from the meeting, if applicable.
- 3.5: Meeting summary, including attendee input and meeting outcomes.
- 3.6: *Presentation to Board of County Commissioners to present the project goals and desired outcomes and receive guidance.*

This task will be supported by subconsultants Halff and Quest.

#### **Task 4. Acquire Background Data and Municipal Outreach**

In conformance with the data standards and planning horizons established at Task 0, Geosyntec will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, FS. Geosyntec will, in coordination with FDEP, identify municipalities within the County without a statutorily compliant VA and work to collect municipal data for inclusion in the County-based VA.

Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata will incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, FS. GIS files and associated metadata will adhere to the Resilient Florida Program's GIS data standards, and raw data sources shall be defined within the associated metadata. In the process of researching background data, the Geosyntec will identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. Geosyntec will attempt to rectify any gaps of necessary data.

Deliverables:

- 4.1: Technical report outlining the data compiled and findings of the gap analysis.
- 4.2: Summary report with recommendations to address the identified data gaps and actions taken to rectify them, if applicable.
- 4.3: GIS files with appropriate metadata of the data compiled, including locations of critical assets owned or maintained either by Lake County or municipalities included within the county as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, FS.
- 4.4: All records or requests for data from municipalities without a statutorily compliant VA.

This task will be supported by subconsultant Halff.

#### **Task 5. Exposure Analysis and FDEP Scoping Meeting**

Geosyntec will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable. The scenarios and standards used for the exposure analysis shall be in conformance with Task 0 and Section 380.093, FS. GIS files and associated metadata will adhere to the Resilient Florida Program's GIS data standards, and raw data sources shall be defined within the associated metadata.

Deliverables:

- 5.1: Draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario.
- 5.2: GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.
- 5.3: *Summary of meeting with FDEP confirming approach for the exposure analysis because 1) an inland study differs from published FDEP guidance, and 2) FDEP adaptively manages exposure and sensitivity analyses which may result in different requirements than originally stated in grant agreement or FDEP guidance documents.*

### Task 6. Sensitivity Analysis

Geosyntec will perform a sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in Task 5. The sensitivity analysis will include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables:

- 6.1: An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards.
- 6.2: An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets will be prioritized by area or immediate need and identify which flood scenario(s) impacts each asset.

### Task 7. Public Outreach Meeting #2 and Steering Committee #2

With Lake County, Geosyntec will conduct a second in-person public outreach meeting to present the results from the exposure analysis, sensitivity analysis, and draft VA. The purpose is to receive community-specific input on the results of the analyses and to reconsider methodologies and assumptions used in the analysis for refinement. Additionally, during this meeting, Geosyntec will conduct exercises to encourage the public to prioritize focus areas of flooding, and the critical assets in preparation for the development of adaptation strategies and project development. Criteria will be established to guide the public's input for the selection of focus areas. Geosyntec will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables:

- 7.1: Meeting agenda with location, date, and time of meeting.
- 7.2: Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff).
- 7.3: Presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics).
- 7.4: File or weblink of the video or audio recording from the meeting, if applicable.
- 7.5: Meeting summary, including attendee input and meeting outcomes.
- 7.6: *Conduct SC meeting (hybrid; online and in-person for maximum participation).*

7.7: *Provide meeting agenda, materials, presentation, and meeting minutes, including file or weblink of the video or audio recording from the meeting.*

This task will be supported by subconsultants Halff and Quest.

#### **Task 8. Identify Focus Areas and Recommended Adaptation Projects and Strategies; BOCC Presentation #2**

Geosyntec will identify focus areas based on the results of the second public outreach meeting and input from the steering committee, following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the exposure and sensitivity analyses, Geosyntec and the County may assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies. GIS files and associated metadata will adhere to the Resilient Florida Program's GIS data standards, and raw data sources shall be defined within the associated metadata.

Deliverables:

- 8.1: Report summarizing the areas identified as focus areas, with justification for choosing each area.
- 8.2: Tables listing each focus area with any critical assets that are contained inside the focus area.
- 8.3: Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study.
- 8.4: GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.
- 8.5: *Recommended adaptation strategies.*
- 8.6: *Recommended adaptation and mitigation projects (conceptual CIPs).*
- 8.7: *BOCC presentation to present the recommended, prioritized focus areas, adaptation strategies and conceptual adaptation and/or mitigation projects.*

This task will be supported by subconsultant Halff.

#### **Task 9. Final VA Report, Maps, and Tables**

Geosyntec will finalize the VA report pursuant to the requirements in Section 380.093, FS, and based upon the steering committee and public outreach efforts. The final VA will include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It will contain a list of critical and regionally significant assets that are impacted by flooding and sea level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata will adhere to the Resilient Florida Program's GIS data standards, and raw data sources shall be defined within the associated metadata.

Deliverables:

- 9.1: Final VA report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in Section 380.093, FS.
- 9.2: Final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.
- 9.3: All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, including the geospatial data in an electronic file format and GIS metadata.

9.4: Signed VA Compliance Checklist Certification.

This task will be supported by subconsultant Halff.

**Task 10. Public Presentation**

Geosyntec will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA report and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. Geosyntec will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables:

- 10.1: Meeting agenda with location, date, and time of meeting.
- 10.2: Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff).
- 10.3: Presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics).
- 10.4: File or weblink of the video or audio recording from the meeting, if applicable.
- 10.5: Meeting summary, including attendee input and meeting outcomes.

This task will be supported by subconsultants Halff and Quest.

**Task 11. Local Mitigation Strategy**

The results of the VA can be used to inform a local mitigation strategy (LMS) as required by the Florida Division of Emergency Management (FDEM). The LMS is developed at the county level and serves to reduce the risks associated with natural and man-made disasters, including sea level rise. Geosyntec will work with the Local Mitigation Strategy Working Group (LMSWG) to confirm the VA report aligns with the county LMS Plan and will be utilized during the planning process of future county LMS Plan updates.

Deliverables:

Submit a letter to the Department and FDEM Mitigation Bureau Planning Unit, signed by the LMSWG Chair, or Designee, to include the following:

- 11.1: VA report will be incorporated as a reference in updating the next iteration of the LMS Plan.
- 11.2: VA report will be included as an appendix to the next iteration of the LMS Plan.
- 11.3: Geosyntec will be involved with the LMSWG through any of the following: at a minimum, be added to the contact list, attend meetings, participate in the planning process of the next major update; participate in the adoption of the LMS plan; and submit projects to the LMSWG to be included on LMS Prioritized Project List.

This task will be supported by subconsultant Halff.

**BUDGET ESTIMATE**

Geosyntec proposes to provide the aforementioned services on a lump sum basis in accordance with the amended task fee allocations identified in the proposed amended grant work plan below. Project efforts will be billed to the County on a lump sum task completion basis. Upon receipt of payment from the County, Geosyntec will process the pay request with FDEP to reimburse the County (a copy of the County’s check to Geosyntec is required to accompany the pay request).

**SCHEDULE**

Geosyntec will begin work immediately upon receipt of a Notice to Proceed in accordance with the schedule identified in the proposed grant work plan below.

**PROPOSED AMENDED GRANT WORK PLAN**

Task No.	Title	Budget Category	FDEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
0	Identify VA Data Standards	Contractual Services	\$0	\$0	\$0	11/21/24	12/3/24
1	Kickoff Meeting	Contractual Services	\$18,000	\$0	\$18,000	11/21/24	12/3/24
2	Assemble Steering Committee	Contractual Services	\$13,000	\$0	\$13,000	11/21/24	12/10/24
3	Public Outreach Meeting #1	Contractual Services	\$24,000	\$0	\$24,000	12/17/24	1/14/25
4	Acquire Background Data	Contractual Services	\$106,000	\$0	\$106,000	12/4/24	1/24/25
5	Exposure Analysis	Contractual Services	\$141,500	\$0	\$141,500	1/27/25	3/14/25
6	Sensitivity Analysis	Contractual Services	\$46,000	\$0	\$46,000	3/17/25	4/11/25
7	Public Outreach Meeting #2	Contractual Services	\$26,000	\$0	\$26,000	3/17/25	4/22/25
8	Identify Focus Areas	Contractual Services	\$48,000	\$0	\$48,000	4/14/25	5/9/25
9	Final VA Report, Maps and Tables	Contractual Services	\$32,500	\$0	\$32,500	5/12/25	5/30/25
10	Public Presentation	Contractual Services	\$17,000	\$0	\$17,000	5/12/25	6/3/25
11	Local Mitigation Strategy	Contractual Services	\$30,198	\$0	\$30,198	5/12/25	6/6/25
<b>TOTAL:</b>			<b>\$502,198</b>	<b>\$0</b>	<b>\$502,198</b>		

**CLOSURE**

We appreciate the opportunity to continue to assist the County. Should you have any questions or comments regarding this proposal, please do not hesitate to contact us at (407) 321-7030.

Sincerely,

**Geosyntec Consultants, Inc.**



Cathy Foerster, AICP  
Senior Planner / Project Manager  
cfoerster@geosyntec.com



Mark W. Ellard, PE, CFM, BC.WRE, ENV SP  
Senior Principal / Project Director  
mellard@geosyntec.com

**EXHIBIT C - Consultant's Key Personnel, Subconsultants, and Joint Ventures**

ATTACHMENT 3 - TEAM COMPOSITION

24-462

**CONSULTANT**

ROLE	Name	City of Residence	Florida Active Registrations Number
Principal in Charge	Mark Ellard, PE, CFM, BC.WRE, ENV SP	Oviedo (Seminole County)	PE #48073
Project Manager	Mark Ellard, PE, CFM, BC.WRE, ENV SP	Oviedo (Seminole County)	PE #48073
Senior Planner/Deputy PM	Cathy Foerster, AICP	Hawthorne (Alachua County)	AICP #130947 (national planning regist.)
Principal Engineer/Advisor	Tom Amstadt, PE, CFM	Winter Springs (Seminole County)	PE #69032
Principal Modeler/Advisor	Steve Peene, PhD	Tallahassee (Leon County)	N/A
Senior Engineer/Technical Lead	Bob Burlison, PE	Alachua (Alachua County)	PE #42497
Senior Engineer/Technical Lead	Gloria Teague, PE, CFM	Jacksonville (Duval County)	PE #81868
Senior Engineer/Technical Lead	Ahmed Hamed, PE, CFM	Spring Hill (Hernando County)	PE #84224

**SUB CONSULTANTS**

ROLE	Company Name	Address	Individual's Name Assigned	Projected % of Overall Work	Worked with Prime before (YES/NO)	Individual Worked with Prime before (YES/NO)
Senior Planner/Advisor	Halff	9995 Gate Pkwy N., #200 Jacksonville, FL 32246	Sean Lahav	15%	Yes	Yes
Principal Engineer	Halff	902 N. Sinclair Avenue Tavares, FL 32778	Rob Ern, PE, DBIA Duane Booth, PE	5%	Yes	No
Senior Engineer	Halff	11723 Orpington St., #100 Orlando, FL 32817	Kent Boulicault, PE	5%	Yes	No
Principal Engineer	Halff	11723 Orpington St., #100 Orlando, FL 32817	Kent Boulicault, PE	10%	Yes	Yes
Professional Modeler	Halff	1201 N. Bowser Road Richardson, TX 75081	Sam Sarkar	5%	Yes	No
Senior Comms. Specialist	Quest	17220 Camelot Court Land O' Lakes, FL 34638	Shari Curley	5%	Yes	No