

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
THOMPSON CONSULTING SERVICES, LLC FOR ON-CALL
DISASTER RECOVERY GRANT RELATED PROJECT MANAGEMENT SERVICES,
RFP # 24-512**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and Thompson Consulting Services, LLC, a Foreign Limited Liability Company, its successors and/or assigns (the CONSULTANT).

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Proposal (RFP) #24-512 seeking firms or individuals qualified to provide disaster recovery grant related project management services for the COUNTY; and

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

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

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

ARTICLE 1. LEGAL FINDINGS.

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

ARTICLE 2. PURPOSE

2.1 The purpose of this Agreement is for the CONSULTANT to provide disaster cost recovery and related grant and project management services ("the Service") for the COUNTY as detailed in the Scope of Work, attached hereto and incorporated herein as **Exhibit A**. This is an indefinite quantity contract with no guarantee of a volume of services or expenditure.

ARTICLE 3. SCOPE OF SERVICES

3.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONSULTANT to provide all labor, materials, and equipment to complete the Service in accordance with the Scope of Work, attached and incorporated by reference as **Exhibit A**, as well as the completed Submittal Form. It is understood that the Scope of Services may be modified by change order as the Service progresses, but to be effective and binding, any such change order must be in writing, executed by the parties, and in accordance with the COUNTY'S Purchasing Policies and Procedures. A copy of these policies and procedures will be made available to the CONSULTANT upon request.

3.2 The parties acknowledge that this is an indefinite quantity contract, non-exclusive, with no guarantee of a volume of services. COUNTY does not guarantee a minimum or maximum dollar amount to be expended.

3.3 This Agreement will commence upon the day it is executed by the COUNTY.

3.4 This Agreement will be in effect for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement. The terms and conditions of this Agreement shall remain in effect until completion of all express and implied warranty periods. COUNTY reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

3.5 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 contract.

ARTICLE 4. PAYMENT

4.1 Payment shall be based upon a lump sum fee, arrived at utilizing the hourly rates set forth in the Pricing Schedule, attached hereto and incorporated herein as **Exhibit B**.

4.2 Invoicing. The CONSULTANT will submit invoices to the COUNTY no later than the thirtieth (30th) day beyond the date the work was completed and accepted by the COUNTY. Under no circumstances shall the invoices be submitted to COUNTY in advance of the delivery and acceptance of the work. All invoices must contain the contract or purchase order number, date, and location of delivery of service. CONSULTANT may be assigned work by task work order and each task work order will be assigned a single identification number for billing purposes.

4.3 The COUNTY will make payment on all invoices in accordance with the Florida 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.

4.4 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.

4.5 In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, CONSULTANT agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. 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.

ARTICLE 5. COUNTY RESPONSIBILITIES

- 5.1** The COUNTY shall pay in accordance with the provisions set forth in this Agreement.
- 5.2** The COUNTY retains the right to inspect all work to verify compliance with the contract documents.

ARTICLE 6. SPECIAL TERMS AND CONDITIONS

6.1 Qualifications. CONSULTANT shall during the entire duration and renewal(s) of this Agreement shall be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required to perform the services required under this Agreement. CONSULTANT shall be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

6.2 Key Personnel. CONSULTANT agrees that each person listed or referenced in the solicitation package submitted to the COUNTY by CONSULTANT (RFP 24-512) 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 and each replacement person is subject to prior written approval of the COUNTY. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to terminate this Agreement.

6.3 Termination. This Agreement may be terminated by the COUNTY upon twenty (20) days advance written notice to the other party; but if any service 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 is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required twenty (20) day advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The twenty (20) day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled, and 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.

6.4 Assignment of Agreement. This Agreement shall not be assigned or sublet except with the written consent of the Lake County Procurement Services Director. 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. 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.

6.5 Insurance.

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

The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONSULTANT in accordance with the following minimum limits:

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 LiabilityIncluded
2. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000
3. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.).

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

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

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONSULTANT must provide a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must 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.

E. CONSULTANT must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. **A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.**

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND
THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

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

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

I. CONSULTANT will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONSULTANT'S requirements.

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

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

6.6 Indemnity. To the extent permitted by law, the CONSULTANT will indemnify and hold harmless COUNTY, its officers, employees, and agents 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 person utilized by CONSULTANT in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to COUNTY. Such indemnification will include the payment of all valid claims, losses, and judgments of any nature whatsoever 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. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

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

6.8 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, the CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services under this Agreement, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement.

6.9 Public Entity Crimes. A 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, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6.10 Conflict of Interest. The 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, the CONSULTANT hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of the CONSULTANT conducted here and that no such person may have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

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

6.12 Accuracy. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion, and coordination of all the services furnished under this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies resulting from the services provided in this Agreement.

6.13 Additional Services. 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.

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

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

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

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

6.15 Public Records.

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

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

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

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

**352-343-9424 OR VIA EMAIL AT
PURCHASING@LAKECOUNTYFL.GOV.**

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

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

F. Confidential and/or Exempt Information. CONSULTANT must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received under this Service. Upon completion of the Service, 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.

6.16 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.

6.17 Minimum Wage. The wage rate paid to all laborers, mechanics, and apprentices employed by the CONSULTANT for the work under the Agreement may not be less than the prevailing wage rates for similar classifications of work as established by the Federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

6.18 Licenses and Permits. CONSULTANT will be solely responsible for obtaining all necessary approvals and permits to complete the service, unless specifically agreed otherwise in the Scope of Services. The CONSULTANT shall remain appropriately licensed throughout the course of the Service. If the CONSULTANT employs the services of a subcontractor, the CONSULTANT shall ensure that any subcontractor is appropriately licensed throughout the course of the Service. Failure to maintain all required licenses will entitle the COUNTY, at its option, to terminate this Agreement. Damages, penalties, or fines imposed on the COUNTY or CONSULTANT for failure to obtain required licenses, permits, inspections, or other fees, or inspections, will be borne by the CONSULTANT.

6.19 Assignment of Agreement. This Agreement may not be assigned except with the written consent of the COUNTY. No such consent will be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment will under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT. Additionally, unless otherwise stipulated in this Agreement, the CONSULTANT shall notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 This Agreement is made under, and in all respects will 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 will lie solely in Lake County, Florida. The CONSULTANT hereby waives its right to a jury trial for any action arising from the Agreement.

7.2 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 of this Agreement.

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

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

7.5 The failure of any party 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 of this Agreement, nor in any way affect the validity of, or the right to enforce, each and every provision of this Agreement.

7.6 During the term of this Agreement the CONSULTANT assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the 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 the CONSULTANT'S employees or applicants for employment. The CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance..7 The CONSULTANT must at all times comply with all Federal, State and local laws, rules and regulations.

7.7 The employees of the CONSULTANT will be considered at all times its employees and not an employee or agent of the COUNTY. The CONSULTANT will provide employees capable of performing the work as required. The COUNTY may require the CONSULTANT to remove any employee it deems unacceptable.

7.8 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 will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

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

The CONSULTANT, by entering this Agreement, hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The CONSULTANT understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The CONSULTANT further understands that any contract with the County for goods or services of \$1 million or more 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 with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

7.10 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 CONSULTANT, CONSULTANT employees, and their agents from:

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

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

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

7.11 Prohibition against contingent fees. CONSULTANT, by entering this Agreement, warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any consideration contingent upon or resulting from the award or making of this Agreement.

7.12 Other Departments. Although this Agreement is specific to a Department of the COUNTY, it is agreed and understood that any department of the COUNTY may avail itself of this Agreement and purchase any and all items specified in this Agreement at the contract prices established in this Agreement. A contract modification will be issued by the COUNTY identifying the requirements of the additional

7.13 State Registration Requirements. The CONSULTANT shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Florida law, unless exempt from registration.

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

7.15 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.

7.16 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.

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

7.18 Notices. Wherever provision is made in this Agreement for the giving, service, or delivery of any notice, statement or other instrument, such notice must be in writing and will be deemed to have been duly

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND THOMPSON CONSULTING SERVICES, LLC FOR ON-CALL DISASTER RECOVERY GRANT RELATED PROJECT MANAGEMENT; RFP #24-512

If to CONSULTANT:

John Hoyle, President
Thompson Consulting Services, LLC
2601 Maitland Center Pkwy.
Maitland, Florida 32751

If to COUNTY:

Lake County Manager
Lake County Administration Building
315 West Main Street
P.O. Box 7800
Tavares, Florida 32778

With a copy to:

County Attorney
Lake County Administration Building
315 West Main Street, Ste. 335
P.O. Box 7800
Tavares, Florida 32778

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

ARTICLE 8. SCOPE OF AGREEMENT

This Agreement is intended by the parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Agreement will need to be added via written addendum.

8.1 This Agreement includes the following exhibits, all of which are incorporated in this Agreement:

Exhibit A (Composite)	Scope of Work (7 pages) and Attachment 1-Submittal Form (3pages)
Exhibit B	Pricing Sheet (2 pages)

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

THOMPSON CONSULTING SERVICES, LLC



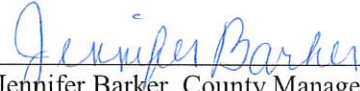
John Hoyle, President

This 3rd day of October,
2024.

**AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND THOMPSON CONSULTING SERVICES, LLC FOR ON-CALL
DISASTER RECOVERY GRANT RELATED PROJECT MANAGEMENT; RFP #24-512**

COUNTY

LAKE COUNTY, FLORIDA, through its
COUNTY MANAGER



Jennifer Barker, County Manager

Authorized under Emergency Order 2024-03 and
Article VI, Chapter 2, Lake County Code

This 11 day of October 2024.

Approved as to form and legality:



Melanie Marsh
County Attorney

EXHIBIT A – SCOPE OF SERVICES

24-512 Disaster Cost Recovery and Related Grant and Project Management Services

The Contractor shall provide all services described herein and other services required to coordinate and assist the County with completing emergency and permanent work projects for federally declared disasters. Activities include grant or FEMA Project Worksheet preparation, grants or project management, and accounting for costs in accordance Federal, State, and local regulations. The Contractor shall supply the necessary personnel with the appropriate qualifications and skill sets to provide the services as delineated below. Services shall be clearly delineated according to the damages caused by each disaster and funding shall be separated to ensure proper accounting for each storm is maintained and all appropriate deadlines and other requirements for grant closure are satisfied. Note, however, the County cannot contract away its duties and obligations as a recipient of Federal and State grant funds. The Contractor shall advise and assist the County with administering these grants as necessary, but the Contractor cannot assume the County's duties and responsibilities as a grant recipient.

A. Contractor Administration Requirements – The Contractor shall:

1. Provide evidence of previous experience in assisting local governments with the Federal Emergency Management Agency (FEMA) Public Assistance (PA) program. This shall include a list of the local governments assisted, amount reimbursed for each entity, and the categories of works completed (i.e., Category of Work A-G).
2. Attend all remote and in-person meetings between County personnel to discuss, gather, and assess the full scope of damages and expenses incurred by the County.
3. Attend all remote and in-person meetings between FEMA personnel and County personnel. This will include all kickoff, project development, and documentation gathering meetings.
4. Attend all remote and in-person meetings between the Florida Division of Emergency Management (FDEM) personnel and County personnel. This will include all kickoff, project development, and documentation gathering meetings.
5. Review all contracts, agreements, and legally binding instruments used by the County to secure goods and services to ensure all necessary Federal Clauses required as part of the Federal Emergency Management Agency (FEMA) Public Assistance (PA) program are included in the documents; and identify and help to correct any deficiencies.
6. Accurately complete all FEMA required forms and documentation for projects. This would include data entry and completion of the Force Account Labor, Material Equipment, Rented Equipment, and Contract Work summaries in any form; and accurately complete any other documents necessary for acceptable submission of projects by FEMA/FDEM. County personnel will be responsible for gathering and providing the documentation to the contractor in any form. County personnel will work closely with the contractor personnel for data entry questions and quality control.

B. Grant and FEMA Project Worksheet Preparation - The Contractor shall prepare grant applications and FEMA Project Worksheets, which include:

1. Accompanying County personnel on-site inspections, including preliminary damage assessment activities. Pursuant to 44 CFR §206.202, an authorized local representative is required to ensure that all eligible work has been identified, and that all costs for disaster-

Page 1 of 7

EXHIBIT A – SCOPE OF SERVICES

24-512 Disaster Cost Recovery and Related Grant and Project Management Services

related damages have been submitted to FEMA for funding. The Contractor shall assist the County's representative to ensure all eligible work is identified and accurate estimates of damage are submitted to FEMA for funding. The Contractor shall prepare the necessary documents to identify and estimate the cost of the damaged areas in the format required by FEMA and the County.

2. Pursuant to 44 CFR §206.202, preparing Small FEMA Project Worksheets. The Contractor shall assist the County in preparing any small FEMA Project Worksheets for FEMA Categories A-G. The Contractor shall supply the necessary staff to ensure the FEMA Project Worksheets are completed in accordance with FEMA and County guidelines within the time constraints imposed by FEMA.
3. Preparing Large FEMA Project Worksheets. The Contractor shall assist the County to gather and prepare information required by FEMA to complete large FEMA Project Worksheets and represent the County's interest in dealing with FEMA and the State of Florida. The Contractor shall supply the necessary staff to ensure the FEMA Project Worksheets are completed in accordance with FEMA and County guidelines within the time constraints imposed by FEMA.
4. Identifying Improved or Alternate Projects. Pursuant to 44 CFR §206.203, the County may use FEMA funding for alternate or improved projects. The Contractor shall advise the County on the appropriateness of requesting this type of funding from FEMA and shall assist the County in applying for this type of funding.
5. Identifying Cost-effective Mitigation Measures under Stafford Act Section 406. Pursuant to 44 CFR §206.226, cost-effective hazard mitigation measures may be incorporated in the restoration of damaged facilities. The Contractor shall assist the County in identifying

EXHIBIT A – SCOPE OF SERVICES

24-512 Disaster Cost Recovery and Related Grant and Project Management Services

hazard mitigation opportunities and shall assist the County with preparing benefit/cost analyses and hazard mitigation funding applications.

6. **Identifying/Resolving Other Special Considerations.** The Contractor shall assist the County with identifying and resolving special consideration issues such as insurance, floodplain management, environmental issues, and historic preservation issues. The Contractor shall review any insurance settlements for accuracy and shall ensure that the insurance settlement is properly incorporated into the FEMA Project Worksheet. The Contractor shall work with the County, FEMA, and the State of Florida to ensure compliance with the National Environmental Policy Act (NEPA), the Clean Water Act, the Clean Air Act, the Endangered Species Act, the National Historic Preservation Act and other federal statutes and executive orders.

C. Grants Management - The Contractor shall assist the County with managing grants, including, but not limited to:

1. **Monitoring Contractor Performance.** The Contractor shall monitor contractor performance to ensure that FEMA mandated work deadlines are completed timely. According to 44 CFR §206.204, emergency work projects shall be completed within eighteen (18) months of the disaster declaration. The Contractor shall assist the County with ensuring that the above deadlines are met or shall assist the County with applying for time extensions.
2. **Providing Clerical Support to Review and Approve Payment Documentation.** The Contractor shall assist the County by supplying clerical support to review, prepare, and approve payment to contractors performing eligible disaster related work to ensure that the documentation meets all Federal, State, and the County's financial and accounting requirements.
3. **Payment Requests/Cash Flow.** The Contractor shall assist the County with maintenance of financial records, in accordance with County requirements for financial reporting to ensure prompt reimbursement from FEMA and the State of Florida. The Contractor shall assist in preparing payment requests in acceptable formats to ensure reimbursements from FEMA and the State of Florida are obtained in a timely fashion.
4. **Preparing Schedules and Performing Reconciliations.** The Contractor shall assist the County and coordinate with its personnel in preparing the necessary schedules and performing any required reconciliations to ensure that the costs recorded in the County's financial records are correct and auditable by the County's external auditors. The Contractor shall supply the necessary qualified personnel to ensure this is completed in a timely fashion in accordance with the County's audit schedule. In addition, clerical support shall be provided to collect, gather, organize, and enter data into a database that support information presented on schedules and work papers. All schedules and work papers shall be prepared using the Microsoft Office suite products, such as Excel, Word, or Access.
5. **Conducting Interim Inspections.** The Contractor shall assist the County and coordinate with its personnel in performing interim grant inspections to ensure work is progressing timely and all documentation is being maintained in an orderly manner. The Contractor shall also

EXHIBIT A – SCOPE OF SERVICES

24-512 Disaster Cost Recovery and Related Grant and Project Management Services

assist the County with preparing progress reports for FEMA, the State of Florida, and County management.

6. **Conducting Final Inspections.** The Contractor shall assist the County and coordinate with its personnel in performing final grant inspections to ensure work completion and to document all eligible costs for FEMA reimbursement.
7. **Assisting with Grant Closure.** The Contractor shall assist the County with final reconciliation of grant funds and shall assist the County with completion of required FEMA and State of Florida documentation for grant closure.
8. **Assisting with Audit Defense.** The Contractor shall be available to assist the County with the defense of any audits conducted by the FEMA Office of the Inspector General or other auditors (additional fees may be required depending on the amount of time involved).
9. **Assisting with Appeals.** The Contractor shall be available to assist the County with submitting appeals to FEMA, if necessary (additional fees may be required depending on the amount of time involved).

D. Key Personnel

In submitting a proposal, the Contractor is representing that each person listed or referenced in the proposal will be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the Contractor must be able to promptly provide a qualified replacement. In the event the Contractor wishes to substitute personnel, the Contractor shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

E. Special Notice Regarding Federal and State Requirements

This purchase action is being supported in whole or in part by Federal or State funding, or both. Therefore, this solicitation and any resulting contract include provisions related to various specific federal and state requirements. All such clauses will be considered and treated as “flow-down” clauses that will be considered applicable to any prime contract and any subcontract associated with performance under the contracts resulting from this solicitation. Detailed review of all terms and conditions included in this solicitation is strongly encouraged to ensure that full compliance with all contractual requirements is considered during the solicitation response process, and throughout performance under the contract, at prime Contractor and subcontractor levels.

For any construction contract supported by state funding, the Contractor shall give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. The term “substantially equal qualifications” refers to a situation where the Contractor cannot make a reasonable determination that the qualifications held by one person are better than the qualifications of another person. A

EXHIBIT A – SCOPE OF SERVICES

24-512 Disaster Cost Recovery and Related Grant and Project Management Services

Contractor required to employ state residents must contact the Department of Economic Opportunity to post the Contractor's employment needs in the state's job bank system.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. The County may include additional provisions required or requested by the Federal agency, other than listed below, in any agreement between the County and the selected contractor.

1. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give

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EXHIBIT A – SCOPE OF SERVICES

24-512 Disaster Cost Recovery and Related Grant and Project Management Services

up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
7. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—**Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. **Mandatory standards and policies relating to energy efficiency** which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
9. **Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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EXHIBIT A – SCOPE OF SERVICES

24-512 Disaster Cost Recovery and Related Grant and Project Management Services

10. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
11. See § 200.322 Procurement of recovered materials.

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EXHIBIT A

ATTACHMENT 1 – SUBMITTAL FORM

24-512

The undersigned hereby declares that: Thompson Consulting Services, LLC 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 **DISASTER RECOVERY GRANT RELATED PROJECT MANAGEMENT SERVICES ON-CALL**, for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

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

Contract will commence upon the first day of the next calendar month after approval by the authorized authority. Contract remains in effect until completion of the expressed and implied warranty periods. County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

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

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

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

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

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ATTACHMENT 1 - SUBMITTAL FORM

24-512

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. Not applicable

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 N/A to date N/A

8.0 ANTITRUST VIOLATOR VENDOR LISTS

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

9.0 FEDERAL FUNDING REQUIREMENT - N/A

10.0 RECIPROCAL VENDOR PREFERENCE - N/A

11.0 GENERAL VENDOR INFORMATION

Firm Name: Thompson Consulting Services, LLC
Street Address: 2601 Maitland Center Parkway
City: Maitland State and ZIP Code: Florida 32751
Mailing Address (if different): Check or apply to contact form
Telephone: 407-792-0018
Purchase Order Email address: kboyle@thompsoncs.net
Federal Identification Number / TIN: 45-2015453

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ATTACHMENT 1 – SUBMITTAL FORM

24-512

12.0 SUBMITTAL SIGNATURE

I hereby verify 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: *Jon Hoyle*

Date: 2/9/2024

Print Name: Jon Hoyle

Title: President

Primary E-mail Address: jhoyle@thompsoncs.net

Secondary E-mail Address: info@thompsoncs.net

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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**AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND THOMPSON CONSULTING SERVICES, LLC FOR ON-CALL
DISASTER RECOVERY GRANT RELATED PROJECT MANAGEMENT; RFP #24-512**

EXHIBIT B
ATTACHMENT 2 - PRICING SHEET

24-512

Disaster Cost Recovery Services, Grant Related

<i>Thompson Consulting Services, LLC</i>		
SAVE AND SUBMIT AS AN EXCEL FILE		
Each Contractor shall provide an hourly cost schedule for personnel to be used to supply these services or describe the type of costing schedule normally used in these types of projects. Prices must be quoted per estimated hours. Actual hours are unknown and estimated for evaluation purposes only.		
Alterations to locked cells may result in disqualification of submission.		
ITEM #	DESCRIPTION OF SERVICES	HOURLY RATE
1	Project Manager	\$168.56
2	Sueior Grant Management Consultant	\$146.65
3	Grant Management Specialist	\$130.56
4	Field Site Inspector	\$145.45
5	Project Engineer	\$165.45
6	Legislative Affairs	\$176.00
7	Office/Clerical	\$43.47

**AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND THOMPSON CONSULTING SERVICES, LLC FOR ON-CALL
DISASTER RECOVERY GRANT RELATED PROJECT MANAGEMENT; RFP #24-512**

ATTACHMENT 2 - PRICING SHEET

24-512

Disaster Cost Recovery Services, Grant Related

8		\$0.00
9		\$0.00
10		\$0.00
<p>Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.</p>		
<p>Lake County will not accept nor authorize payment for travel time or expenses of service personnel to any of Lake County's facility locations. The hourly rate must commence on the job site. Billable time will be for service work performed.</p>		