

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

**DATE:** 05/19/2025

**MEETING DATE:** 6/24/2025

**TO:** Jennifer Barker, County Manager

**ITEM TYPE:** Consent Item

**THRU:**

**ITEM ID:** 37718

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

**SUBJECT:** Grant Writing and Administrative Services

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**RECOMMENDATION/REQUIRED ACTION:** Approve

Recommend approval:

1. Of Contracts 25-518A-2, 25-518B-1, 25-518C-1 and 25-518D-1 for Grant Writing and Administrative Services on an as-needed basis to GrantWorks, Inc. (Austin, TX), Hale Innovations LLC. (Maitland, FL), Kimley-Horn and Associates, Inc. (Raleigh, NC) and Rostan Solutions, LLC (Valrico, FL); and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The annual fiscal impact is estimated at \$265,000.00 (expenditure). Annual expenditures will not exceed available funding in the Fiscal year budget.

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**BACKGROUND SUMMARY:** The Office of Procurement Services, in coordination with Public Works, issued Request for Proposal 25-518 for grant writing and administrative services on an as-needed basis. This solicitation provides for an initial one-year term with two additional two-year terms available.

Proposals were received from fifteen vendors as shown on the attached respondent tabulation sheet. Evaluation of responses was conducted via formal Selection Committee (SC) procedures. The SC summary memos reflect technical factors and pricing were evaluated in compliance with the criteria within the RFP. The overall pricing associated with the recommended vendors is competitive with all pricing submitted. Based on the County's needs and in its best interests, the recommendation is to award contracts to the three highest-ranked vendors: GrantWorks, Inc., Hale Innovations, LLC, Kimley-Horn and Associates, Inc., and Rostan Solutions, LLC.

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**Fiscal Impact:**

**Account No.:**

**Advertised Date:**

**Paper:**

**Attachments:**

1.	25 518A GrantWorks Agreement for Signature
2.	GrantWorks Sunbiz Registration
3.	25-518B Hale Agreement - Vendor Signed

4.	Hale Sunbiz Registration
5.	25-518C Kimley-Horn and Associates Inc. VENDOR SIGNED
6.	Kimley-Horn Sunbiz Registration
7.	Memorandum of Authority - KIMLEY HORN
8.	25-518D Rostan Solutions - Vendor Signed
9.	Sunbiz Registration - ROSTAN
10.	25-518 Selection Committee Minutes
11.	25-518 Respondent Tabulation Sheet

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**STAFF APPROVALS AND DATES:**

Amy Munday	Created/Initiated - 5/19/2025
Ron Falanga	New -
Kerri Andrews	
Jordan Salinger	
Miranda Lanoue	
Fred Schneider	
Alexis Clark	
Kandace Pourbaix	
Allison Tesla	
Melanie Marsh	
Jennifer Barker	
Karen Snodgrass	

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**ACTION TAKEN BY BOARD:**

Action: New  
Other:

Continued/Deferred Until:

**AGREEMENT BETWEEN  
LAKE COUNTY, FLORIDA, AND KIMLEY-HORN AND ASSOCIATES, INC.  
FOR GRANT WRITING AND ADMINISTRATIVE SERVICES,  
RSQ # 25-518C-1**

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 Kimley-Horn and Associates, Inc., a foreign profit corporation authorized to conduct business in the State of Florida, its successors and/or assigns (the CONSULTANT).

**WITNESSETH:**

**WHEREAS**, the COUNTY publicly submitted a Request for Statement of Qualification (RSQ) #25-518 seeking firms or individuals qualified to provide grant writing and administrative 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 grant writing and administrative 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, as modified or clarified by any addendums, 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 (RSQ 25-518) 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 Liability .....	Included

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:

**AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND KIMLEY-HORN AND ASSOCIATES, INC., FOR GRANT WRITING AND ADMINISTRATIVE SERVICES; RSQ #25-518C**

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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](mailto: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 Governing Law, Venue, and Waiver of Jury Trial.** 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 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 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 No Waiver.** 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 Civil Rights Act.** During the term of this Agreement the CONSULTANT assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that 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.

**7.7 Compliance with Applicable Laws.** The CONSULTANT must at all times comply with all Federal, State and local laws, rules and regulations.

**7.8** 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.

**7.9 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.

**7.10 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.

**7.11 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.

**7.12 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.

**7.13 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

**7.14 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.

**7.15 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.

**7.16 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.

**7.17 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.

**7.18 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.

**7.19 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 KIMLEY-HORN AND ASSOCIATES, INC., FOR GRANT WRITING AND ADMINISTRATIVE SERVICES; RSQ #25-518C**

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given, served, and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

If to CONSULTANT:

Chris Towne, PE  
Kimley-Horn and Associates, Inc.  
421 Fayetteville Street, Suite 600  
Raleigh, North Carolina 27601

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 (8 pages), Addendums (6 pages) and Submittal Form (3 pages)
Exhibit B	Pricing-Team Composition with Hourly Rates (1 page)

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND KIMLEY-HORN AND ASSOCIATES, INC., FOR GRANT  
WRITING AND ADMINISTRATIVE SERVICES; RSQ #25-518C

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

KIMLEY-HORN AND ASSOCIATES, INC.



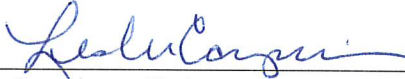
\_\_\_\_\_  
Christopher D. Towne, PE, Authorized Person

This 8<sup>TH</sup> day of MAY, 2025.



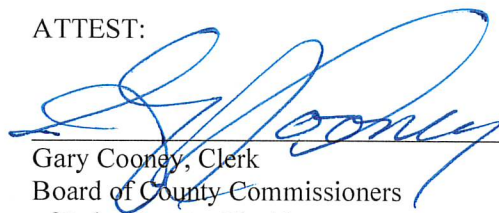
COUNTY

LAKE COUNTY, FLORIDA, through its  
BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Leslie Campione, Chairman

This 24<sup>th</sup> day of June, 2025.

ATTEST:

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



Approved as to form and legality:

M. Marsh 6/24/25  
\_\_\_\_\_  
Melanie Marsh  
County Attorney

## **EXHIBIT A**

### **Scope of Work and Submittal Form**

#### **EXHIBIT A – SCOPE OF SERVICES**

**25-518**

#### **GRANT WRITING & ADMINISTRATION SERVICES**

#### **1. SCOPE OF SERVICES**

- 1.1. Consultant(s) shall specialize in the writing and/or management of the overall grant process including admin process including administrative compliance with technical construction activities and can assist the County to maximize the benefits of grant funding.
- 1.2. It is the intention of the County to apply for grants which address documented County needs associated with service delivery and necessary capital infrastructure improvements.
- 1.3. It is the intent of the County to apply for grants which not only are consistent with identified County needs but those grants that can be properly and efficiently administered by staff considering existing duties and responsibilities.
- 1.4. The goal of the County's grant program is to secure funding for services and projects for which the County otherwise would be required to utilize local tax dollars.
- 1.5. The Consultant shall identify and recommend possible grant opportunities to the County and assist with writing the grant applications.
  - 1.5.1. Services may also encompass the administration of awarded grants including assistance with reporting requirements, reimbursement requests, verifying compliance documents, and closeout documentation.
  - 1.5.2. Work will be assigned to the Consultant for individual Projects.
  - 1.5.3. Any conditions imposed by funding sources affecting Projects will be provided to each party.
- 1.6. Consultant may be required to assist with FEMA disaster recovery reimbursement efforts.

#### **2. CONSULTANT RESPONSIBILITIES**

- 2.1. Consultants are not required to provide all services as Consultants will be selected based on area of expertise or based on the ability to provide specialty expertise in any service.
  - 2.1.1. Consultant shall specify which services are considered their primary areas of expertise.
  - 2.1.2. Examples of Grant types include, but are not limited to:
    - 2.1.2.1. Florida Department of Economic Opportunity - Community Development Block Grant Programs (CDBG)
    - 2.1.2.2. Florida Division of Historic Resources Grants (DHR)
    - 2.1.2.3. Florida Department of Transportation - Transportation Alternatives Program (FDOT – TAP)
    - 2.1.2.4. Florida Department of Transportation – Safe Streets and Roads for All (FDOT – SS4A)
    - 2.1.2.5. Florida Department of Transportation – County Incentive Grant Program (FDOT – CIGP)
    - 2.1.2.6. Florida Boating Improvement Program (FBIP)
    - 2.1.2.7. Florida Department of Transportation – Local Agency Program (FDOT – LAP)

Page 1 of 2

**EXHIBIT A – SCOPE OF SERVICES**

**25-518**

**GRANT WRITING & ADMINISTRATION SERVICES**

- 2.1.2.8. Florida Division of Emergency Management - Hazard Mitigation Grant Program (FDEM – HMGP)
- 2.1.2.9. U.S. Economic Development Administration – Economic Adjustment Assistances (EAA)
- 2.1.2.10. Grants assisting Public Works to acquire funding for road improvements (resurfacing, widening, stormwater management, signals, and bridges).
- 2.2. Consultant shall specify a comprehensive hourly rate for each type of staff person who would be used on a project. For each person or category of persons, identify the job titles, primary area of job responsibility, and hourly rate.
- 2.3. Consultant shall describe in detail the fee structure proposed for providing grant writing and grant administration services.
  - 2.3.1. Grant writing – Identify whether costs will be hourly or per grant written and submitted.
  - 2.3.2. Grant administration – Identify whether costs will be hourly, or a lump sum based on the length of time of a grant’s period of performance.
- 2.4. Consultant shall be familiar with all Federal, State, and local laws, ordinances, rules and regulations that may apply to the Services or that may in any manner affect the cost, progress, or performance of the Services.
  - 2.4.1. Knowledge of all license requirements and obtaining such licenses for County and municipalities and any other agencies within the State and County are the responsibility of the Consultant.

**3. COUNTY RESPONSIBILITIES**

County will provide the necessary authorization to Consultant to carry out the purpose of this Agreement.

**4. DELIVERY REQUIREMENTS AND ACCEPTANCE.**

- 4.1. Define the methodology/approach to be used to identify the needs of the County which would be eligible for funding through grants.
- 4.2. Detail the involvement of County staff and County resources in the grant writing process. Describe in detail, the process you would utilize to prepare the actual grant application.
- 4.3. List experience in the identification and preparation of grants for municipalities and/or other government entities. Specifically detail your experience with federal and state grants for public safety, infrastructure improvements, parks, recreation, community development and capital assets.
- 4.4. Define the methodology/approach to be used for the administration of awarded grants including whether you can provide administrative compliance with technical construction activities. Detail how you will work with the County to ensure grant requirements are met and followed during the grant period of performance.

*[The remainder of this page intentionally left blank]*

Page 2 of 2



**ADDENDUM NO. 1**

**25-518**



Office of Procurement Services

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

**SOLICITATION: Grant Writing & Administrative Services**

**12/13/2024**

Vendors are responsible for the receipt and acknowledgement of all solicitation addenda. Submit an electronically signed copy with solicitation submission. Failure to acknowledge an addendum may prevent the submission from being considered for award.

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

**QUESTIONS/RESPONSES**

Q1. What is the anticipated budget?

A. There is no pre-determined budget for this contract as it will depend on the future projects and grant opportunities that arise. Preliminary project budgets will be determined during the grant application process, based on the funding available through the specific grant being used.

Q2. Is the expectation to have a vendor manage this project full remote, utilizing a hybrid approach, or fully on-site?

A. The expectation is flexible, as onsite management is not a strict requirement. Vendors may manage the project fully remotely, though certain grants may necessitate onsite inspections or documentation for compliance. This would be discussed and negotiated during the creation of task orders to align with the specific grant's requirements.

Q3. The solicitation closes in January but when does the County expect to have a contract executed?

A. The expected execution timeframe is TBD.

Q4. How many grants does the County hope to apply for in year one of this project?

A. The County has not set a specific number of grants to apply for in the first year, as it will depend on the opportunities identified and the resources available. However, the intent is to significantly increase grant activity and build a more robust program, leveraging the expertise of the selected professionals to identify and pursue applicable opportunities.

Q5. On page 5 of the summary, it states the following: *8.6 PRESENTATIONS / POST DISCUSSIONS AFTER PROPOSED RESPONSE – 8.6.1 The County, at its sole discretion, may ask for an oral presentation or demonstration without charge to the County.* The question is, may this oral presentation be conducted virtually by way of a Zoom or Teams meeting or, is the requirement mandated to be in person?

A. Presentations and / or Demonstrations may be conducted virtually.

**ADDITIONAL INFORMATION**

REMINDER: Vendors are to include a signed copy of ALL addendums with their proposals.

ADDENDUM NO. 1

25-518

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ACKNOWLEDGEMENT

Firm Name: Kimley-Horn and Associates, Inc.

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

Signature of Legal Representative Submitting this Bid:

Date: 1/20/2025

Print Name: Chris Towne, PE

Title: Associate

Primary E-mail Address: Chris.Towne@kimley-horn.com

Secondary E-mail Address: Joe.Crozier@kimley-horn.com



ADDENDUM NO. 2

25-518



REAL FLORIDA • REAL CLOSE  
Office of Procurement Services

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

**SOLICITATION:** Grant Writing & Administrative Services

12/16/2024

Vendors are responsible for the receipt and acknowledgement of all solicitation addenda. Submit an electronically signed copy with solicitation submission. Failure to acknowledge an addendum may prevent the submission from being considered for award.

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

**QUESTIONS/RESPONSES**

Q6. Attachment 9 – Public Entity Crimes Statement Form 25-518 appears to be missing pages and does not contain a signature or notary block to be completed. Is there another form that they County can provide to potential respondents?

A. See attached Attachment 9 – Public Entity Crimes Statement Form 25-518 REVISED.

**ADDITIONAL INFORMATION**

REMINDER: Vendors are to include a signed copy of ALL addendums with their proposals.

---

**ACKNOWLEDGEMENT**

Firm Name: Kimley-Horn and Associates, Inc.

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

Signature of Legal Representative Submitting this Bid:

Date: 1/20/2025

Print Name: Chris Towne, PE

Title: Associate

Primary E-mail Address: Chris.Towne@kimley-horn.com

Secondary E-mail Address: Joe.Crozier@kimley-horn.com

ADDENDUM NO. 3

25-518



REAL FLORIDA • REAL CLOSE  
Office of Procurement Services

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

**SOLICITATION:** Grant Writing & Administrative Services

1/15/2025

Vendors are responsible for the receipt and acknowledgement of all solicitation addenda. Submit an electronically signed copy with solicitation submission. Failure to acknowledge an addendum may prevent the submission from being considered for award.

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

**QUESTIONS/RESPONSES**

Q7. Would the County agree to replace the indemnification language on page 11 of Exhibit C – General Terms and Conditions with the indemnification language outlined in Florida Statute 725.08? Suggested language per Florida Statute 725.08: “the design professional shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.”

**R7. Exhibit C is the County’s general terms and conditions and not all are applicable to all contracts. The County is willing to negotiate if the requested exceptions are within the parameters of Florida Statutes.**

Q8. Would the County remove the “Warranty and Deficiencies in Work to be Corrected by the Contractor” provisions on pages 5 and 6 of the Exhibit C – General Terms and Conditions? We believe those sections are not applicable to the services provided by design professionals, as Florida case law is clear that design professionals providing professional services, unlike Contractors who provide materials and goods, cannot warrant or guarantee their services as part of a contract, other than to warrant that the services will be conducted per the professional standard care.

**R8. Exhibit C is the County’s general terms and conditions and not all are applicable to all contracts. The County is willing to negotiate if the requested exceptions are within the parameters of Florida Statutes.**

Q9. Would the County provide a Sample Contract for review?

R9. No.

Q10. We would like to submit the following exceptions for RFP 25-518 – Grant Writing & Administrative Services:

- Indemnification – we request to remove all requirements to defend from the Indemnification paragraph. We do not provide defense to our clients, as this may impair independence under our professional accounting standards, because it is committing to pay before it has been determined that we are at fault.

Page 1 of 3



**ADDENDUM NO. 3**

**25-518**

- Right to Audit – We can provide our clients with our SOC report subject to a signed, mutually agreed confidentiality agreement.
- Insurance Requirements – We cannot add clients as additionally insured on our Professional Liability coverage. Professional Liability insurance is designed solely to make payments to people other than the insured professional in the event the insured's negligent act, error, or omission causes damage to a third party. If a client becomes an insured under our policy, the client would be covered to the same extent as our firm. If an "insured" client files a claim against us, that client – from an insurer's viewpoint – would be filing a negligence claim against itself. Such coverage is not afforded by a professional liability policy.
- We will provide Certificates of Insurance evidencing all coverages required. We do not provide full copies of our insurance policies to clients.

**R10. Exhibit C is the County's general terms and conditions and not all are applicable to all contracts. The County is willing to negotiate if the requested exceptions are within the parameters of Florida Statutes. With the Certificates of Insurance, the County does not require the full copy of the policy, the County will request copies of the Additional Insured and Waiver of Subrogation Endorsements from the policy.**

R11. Exception requested for Health Insurance Portability and Accountability Act (HIPPA) – page 14 of Exhibit C – General Terms and Conditions. Bidder does not seek to access to protected HIPPA information to perform the services requested. Bidder requests a qualifying text is inserted regarding access to HIPPA information:

- "Contractor will not be provided access to HIPPA protected information. During performance of the services, if both parties agree that access to HIPPA protected information is necessary to perform the scope of services, the Contractor will enter into a Business Associate Agreement for limited access to perform certain task(s). Contractor personnel with access will also be limited to only those that must have access to perform subject task(s)."

**R11. Exhibit C is the County's general terms and conditions and not all are applicable to all contracts. The County is willing to negotiate if the requested exceptions are within the parameters of Florida Statutes.**

Q12. Has the County previously had a staff person or consultant perform this scope of work, or is this a new service?

**R12. The County has utilized consultants for specific grant-funded projects in the past; however, this continuing contract represents a new approach. The intent of this endeavor is to expand our capacity to seek and secure additional grant opportunities. This new contract will provide a pool of grant specialists available to all County departments for both application preparation and grant administration services.**

Q13. Will grant management services be provided for existing grants or just the new grants the consultant generates?

**R13. Grant management services under this contract may include administration of both existing grants and new grants secured through the consultant's efforts. While the County has existing grants that may require administrative support, the overall intent of this contract is to seek out and secure new grant opportunities. Due to the County's size and departmental diversity, we cannot currently provide a precise count of existing grants that may require administration by any one department. The awarded consultants will be expected to provide**



**ADDENDUM NO. 3**

**25-518**

**flexible and comprehensive grant management services as needed.**

Q14. What is the estimated term of the contract?

**R14. See Attachment 1 Bid Submittal Form – Section 1.0 for terms of the contract.**

Q15. Are there minimum or maximum page lengths for consultant generated required sections such as Statement of Interest & Understanding of Project, Firm Profile / Firm History, Proposed Solution, Financial Stability, etc.?

**R15. There is no specific minimum or maximum page lengths however, documents included with proposal should be complete and concise for County staffs review in a timely manner to determine of responsibility and responsiveness.**

Q16. Will there be multiple contracts awarded?

**R16. The County intends to establish a pool of consultants with varying specialties to address diverse grant opportunities and administration needs across all departments. The number of contracts to be awarded is not predetermined and will depend on the qualifications, expertise, and specialties of the respondents. This approach allows the County to match specific grant opportunities with the most qualified consultant(s) within the pool.**

Q17. Is there a specific format for the financial stability statement? Or is the County looking for an audited financial statement?

**R17. See 25-518 Grant Writing and Administrative Services document, Section 7 – Method of Award – 7.2.6, as well as Section 8 – Delivery and Submittal Requirements – 8.5.5 Financial Stability for details on this request.**

Q18. Can we include team resumes in Other Information section?

**R18. Yes.**

**ADDITIONAL INFORMATION**

REMINDER: Vendors are to include a signed copy of ALL addendums with their proposals.

---

**ACKNOWLEDGEMENT**

Firm Name: Kimley-Horn and Associates, Inc.

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

Signature of Legal Representative Submitting this Bid:

Date: 1/20/2025

Print Name: Chris Towne, PE

Title: Associate

Primary E-mail Address: Chris.Towne@kimley-horn.com

Secondary E-mail Address: Joe.Crozier@kimley-horn.com



Page 3 of 3

**ATTACHMENT 1 – SUBMITTAL FORM**

**25-518**

The undersigned hereby declares: Kimley-Horn and Associates, Inc. has examined and accepts the specifications, terms, and conditions presented and implied in this Solicitation, satisfies all legal requirements to do business with County, and to furnish **GRANT WRITING & ADMINISTRATION SERVICES** 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. 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 date of 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. INVOICING**

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.

**3. 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. CERTIFICATION REGARDING EXHIBIT D – FEDERAL FUNDING CLAUSES**

I certify I have reviewed EXHIBIT D – FEDERAL FUNDING CLAUSES and accept as written. YES

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

**5. 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

**6. CONFLICT OF INTEREST DISCLOSURE CERTIFICATION**

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



**ATTACHMENT 1 – SUBMITTAL FORM**

**25-518**

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

**7. 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

**8. 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 not applicable and enter effective date not applicable to date not applicable

**9. 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.

**10. FEDERAL FUNDING REQUIREMENT**

10.1. A contract award expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. 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.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Registration or search can be conducted here: [SAM Directory and Registration website](#)

**ATTACHMENT 1 – SUBMITTAL FORM**

**25-518**

10.2. REQUIRED for this project – The System for Award Management (SAM.gov) Unique Entity ID [SAM.gov](https://sam.gov) | Home: V9PKG6NLKV6 RECIPROCAL VENDOR PREFERENCE: not applicable

**11. LOCAL VENDOR PREFERENCE – N/A**

**12. GENERAL VENDOR INFORMATION**

Firm Name: Kimley-Horn and Associates, Inc.  
Street Address: 200 Central Avenue, Suite 600  
City: St. Petersburg State and ZIP Code: FL 33701  
Mailing Address (if different): Same as above  
Telephone: 727.371.8921  
Purchase Order email address: Chris.Towne@kimley-horn.com  
Federal Identification Number / TIN: 56-0885615

**13. 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: *Chris Towne, PE, Associate*

Date: 1/20/2025

Print Name: Chris Towne, PE

Title: Associate

Primary E-mail Address: Chris.Towne@kimley-horn.com

Secondary E-mail Address: Joe.Crozier@kimley-horn.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.

*[The remainder of this page is intentionally blank]*

## ATTACHMENT 2 - TEAM COMPOSITION

25-518

[illegible]