

RESOLUTION NO 2026-018

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA ADOPTING THE EVALUATION AND TABULATION OF RESPONSES TO THAT CERTAIN REQUEST FOR PROPOSAL NUMBER 026-2025 FOR CONSULTING SERVICES TO PERFORM A FIRE CONSOLIDATION FEASIBILITY STUDY FOR THE CITY AND THE COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS; ACCEPTING THE PROPOSAL FROM MATRIX CONSULTING GROUP, LTD., A CALIFORNIA CORPORATION; APPROVING THE AGREEMENT WITH SAID VENDOR; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING FOR SHARING THE COSTS AND RESULTS OF SUCH STUDY WITH THE COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City (the “City”) and the Columbia County Board of County Commissioners (the “County Commission”) have a joint interest in exploring the feasibility of consolidating the delivery of fire services in Columbia County; and

WHEREAS, Section 2-178(d) of the Code of Ordinances of the City requires the procurement of supplies and contractual services based on a competitive process; and

WHEREAS, in accordance with said provision of the City’s Code of Ordinances, the City solicited bids pursuant to Request for Proposal Number 026-2025 (the “RFP”) seeking professional consulting services relating to a fire services consolidation feasibility study for the City and the County Commission (the “Study”); and

WHEREAS, the proposal submitted by Matrix Consulting Group, Ltd., a California corporation (the “Vendor”) was the highest ranked proposal submitted in response to the RFP; and

WHEREAS, the City desires to and does accept the Vendor’s proposal as the highest ranked proposal of those submitted; and

WHEREAS, pursuant to the RFP, the Vendor and the City desire to enter into that certain

contract for Vendor to provide the Study by adopting the terms of the proposed contract with Vendor in the form of the Exhibit attached hereto (the "Agreement"); and

WHEREAS, the County Commission has agreed to share with the City the costs of the Study; and

WHEREAS, provided the County Commission contributes half of the cost of the Study, the City will share all results of the Study with the County Commission and ensure the County Commission participates equally with the City in all workshops and meetings with the Vendor concerning an evaluation and analysis of the results of the Study; and

WHEREAS, acquiring a provider to perform the Study by engaging the Vendor pursuant to the Agreement, and sharing the results and analysis of the Study, and communications related thereto with the County Commission are in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Accepting the Vendor's bid pursuant to the evaluation and tabulation results arising from the RFP, and engaging the Vendor to perform the Study as set forth in the Agreement is in the public or community interest and for public welfare; and
2. Sharing with the County Commission the results and analysis of the Study, and communications related thereto is in the public or community interest and for the public welfare, provided the County pays at least half the costs of the Study charged by the Vendor to the City; and
3. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and

6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of February, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this ____ day of February, 2026 ("Effective Date"), by and between the City of Lake City, a Florida municipal corporation ("City"), and Matrix Consulting Group, Ltd. ("Contractor") (individually, each a "Party," and collectively, the "Parties").

WITNESSETH:

WHEREAS, the City requested proposals pursuant to RFP:026-2025 (the "Procurement Document") for the Fire Services Consolidation Feasibility for Consolidation of Fire Services of the City of Lake City and Columbia County, and

WHEREAS, based upon the City's assessment of the Contractor's proposal, the City selected the Contractor to provide the Services defined herein; and

WHEREAS, Contractor represents it has the experience and expertise to perform the Services set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

- a. "Agreement" means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
- b. "City Confidential Information" means any City information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, and any other information designated in writing by the City as City Confidential Information.
- c. "Contractor Confidential Information" means any Contractor information designated as confidential and/or exempt by Florida's public records law, including information constituting a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information: (1) becoming public other than as a result of a disclosure by the City in breach of the Agreement; (2) becoming available to the City on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (3) known by the City prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (4) is developed by the City independently of any disclosures made by Contractor.
- d. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to, temporary and/or leased employees, who are providing the Services at any time during the project term.
- e. "Services" means the work, duties, and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask,

EXHIBIT

service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. **Conditions Precedent.** This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor, and the City shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the City, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.
3. **Services.**
 - a. **Services.** The City retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the City and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.
 - b. **Services Requiring Prior Approval.** Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Don Rosenthal, City Manager.
 - c. **Additional Services.** From the Effective Date and for the duration of the project, the City may elect to have Contractor perform Services not specifically described in the Statement of Work attached hereto but are inextricably related to and inherently necessary for Contractor's complete provision of the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.
 - d. **De-scoping of Services.** The City reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the City. Upon issuance and receipt of the notification, the Contractor and the City shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.
 - e. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act.** Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of City. Contractor acknowledges it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

- f. **Non-Exclusive Services.** This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the City reserves the right to contract with another provider for similar services as it determines necessary in its sole discretion.
- g. **Project Monitoring.** During the term of the Agreement, Contractor shall cooperate with the City, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. **Term of Agreement.**

- a. **Initial Term.** The term of this Agreement shall commence on (select appropriate box):

the Effective Date;

or

the date of _____, 20____.

and shall remain in full force and effect until completion of the scope of work in this Agreement, or termination of the Agreement, whichever occurs first.

- b. **Term Extension.** (Select appropriate box.)

The term of this Agreement may not be extended. All Services shall be completed by expiration of the initial term as defined in 4.a.

or

The Parties may extend the term of this Agreement for _____ additional _____ year period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

5. **Compensation and Method of Payment.**

- a. **Services Fee.** As total compensation for the Services, the City shall pay the Contractor the sums as provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon City's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.b. and 5.c., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

- b. **Payment Details.** The City agrees to pay the Contractor the not-to-exceed sum of \$77,936.00, for Services completed and accepted as provided in Section 15 herein if applicable, payable –

OR

- i. on a fixed-fee basis as set out in Exhibit C for the deliverables, such fee payable upon submittal of an invoice as required herein.

ii. (DESCRIBE PAYMENT TERMS)

Billed monthly for actual time incurred.

c. **Travel Expenses.** (Select appropriate box.)

The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

or

The City shall reimburse the Contractor the sum of not-to-exceed \$_____ for the travel expenses incurred in accordance with Section 112.061, Florida Statutes, and/or City Travel Policy, and as approved in writing in advance by _____.

d. **Taxes.** Contractor acknowledges the City is not subject to any state or federal sales, use, transportation and certain excise taxes.e. **Payments.** Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by City. Invoices shall be submitted to (select appropriate box):

the designated person as set out in Section 18 herein;

as provided in Exhibit D attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The City may dispute any payments invoiced by Contractor in accordance with Section 218.76, Florida Statutes.

6. **Personnel.**a. **Qualified Personnel.** Contractor agrees each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.b. **Approval and Replacement of Personnel.** The City shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the City provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The City, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The City will notify Contractor in writing in the event the City requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the City and shall promptly replace such person with another person, acceptable to the City, with

sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7.a.i shall apply if minimum required staffing is not maintained.

7. Termination.

a. Contractor Default -- Provisions and Remedies of City.

- i. **Events of Default.** Any of the following shall constitute a "Contractor Event of Default" hereunder: (1) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (2) Contractor breaches Section 9 (Confidential Information); (3) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (4) Contractor fails to perform or observe any of the other material provisions of this Agreement.
- ii. **Cure Provisions.** Upon the occurrence of a Contractor Event of Default as set out above, the City shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
- iii. **Termination for Cause by the City.** In the event Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.a.i.(3), the City may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the City.

b. City Default -- Provisions and Remedies of Contractor.

- i. **Events of Default.** Any of the following shall constitute a "City Event of Default" hereunder: (1) the City fails to make timely undisputed payments as described in this Agreement; (2) the City breaches Section 9 (Confidential Information); or (3) the City fails to perform any of the other material provisions of this Agreement.
- ii. **Cure Provisions.** Upon the occurrence of a City Event of Default as set out above, Contractor shall provide written notice of such City Event of Default to the City ("Notice to Cure"), and the City shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the City Event of Default described in the written notice.
- iii. **Termination for Cause by Contractor.** In the event the City fails to cure a City Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the City of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

c. Termination for Convenience. Notwithstanding any other provision herein, the City may

terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement specifying a time for performance, including the Services as described in Exhibits attached hereto; provided, however, the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.
8. **Confidential Information and Public Records.**
 - a. **City Confidential Information.** Contractor shall not disclose to any third party any City Confidential Information Contractor, through its Contractor Personnel, has access to or has received from the City pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the City Contract Manager. All such City Confidential Information will be held in trust and confidence from the date of disclosure by the City, and discussions involving such City Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.
 - b. **Contractor Confidential Information.** All Contractor Confidential Information received by the City from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the City's staff and the City's subcontractors who require such information in the performance of this Agreement. The City acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the City, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges the City is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and any of the City's obligations under this Section may be superseded by its obligations under any requirements of said laws.
 - c. **Public Records.** Contractor shall generally comply with Florida's public records laws, and specifically Contractor shall:
 - i. Keep and maintain public records required by the City to perform and/or provide the service or services contracted for herein.
 - ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Contractor does not transfer the records to the City.

- iii. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the City's custodian of Public records at:

Audrey E. Sikes, City Clerk,

City of Lake City custodian of public records

at 386-719-5756 or SikesA@lcfla.com

Mailing Address

205 North Marion Avenue,

Lake City, Florida 32055.

10. **Audit.** Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, City reserves the right to examine and/or audit such records.
11. **Compliance with Laws.** Contractor shall comply with all applicable federal, state, City and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.
12. **Public Entities Crimes.** Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to City that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Liability and Insurance.

- a. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- b. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the City, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the City.
- c. **Liability.** Neither the City nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the City nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other not expressly authorized hereunder. The City shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- d. **Contractor's Taxes.** The City will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the City in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. **City's Funding.** The Agreement is not a general obligation of the City. It is understood neither this Agreement nor any representation by any City employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the City, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the City for any or all of this Agreement, the City shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The City agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the City.

15. **Acceptance of Services.** For all Services deliverables requiring City acceptance as provided in the Statement of Work, the City, through the City Commission or its designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Contractor. If a deliverable is rejected, the written notice from the City will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the City, who will then have seven (7) calendar

days to review and approve, or reject the deliverable(s); provided however, Contractor shall not be responsible for any delays in the overall project schedule resulting from the City's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the City will accept the deliverable(s) in writing.

16. Subcontracting/Assignment.

- a. **Subcontracting.** Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the City, without the prior written consent of the City, which shall be determined by the City in its sole discretion.
- b. **Assignment.** This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

17. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

18. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

To the Contractor: Matrix Consulting Group, Ltd
Attn: Alan D. Pennington, President
1875 S. Grant Street, Suite 960
San Mateo, CA 94402

To the City:

City of Lake City
Attn: City Manager
205 North Marion Avenue
Lake City, FL 32055

19. Conflict of Interest.

- a. The Contractor represents it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- b. The Contractor shall promptly notify the City in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The City agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. **Right to Ownership.** All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including plans, reports, maps and testing, and other documentation or improvements related thereto, to the extent such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be City's property when completed and accepted, if acceptance is required in this Agreement, and the City has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the City may be used by the City without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the City for use by Contractor under this Agreement shall remain the sole property of the City.

21. **E-Verify.** As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
- b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

- d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
- e. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

22. **Amendment.** This Agreement may be amended by mutual written agreement of the Parties hereto.

23. **Severability.** The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

24. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Bradford County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than the jurisdiction specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

25. **Costs of Legal Actions and Attorneys' Fees.** Except as otherwise set forth in this Agreement, including in any exhibits or addenda hereto, in any legal action between the parties hereto arising from this Agreement, an award for costs of litigation, including, but not limited to court costs and reasonable attorney fees, shall be made against the non-prevailing party to the prevailing party in such legal action, and such award shall include those fees incurred as a result of an appeal.

26. **Waiver.** No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

27. **Due Authority.** Each Party to this Agreement represents and warrants: (1) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (2) each person executing this Agreement on behalf of the Party is authorized to do so; (3) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

28. **No Third Party Beneficiary.** The Parties hereto acknowledge and agree there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.
29. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

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(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

Matrix Consulting Group, LTD.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

By _____, its _____ Noah Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COMMISSION
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

EXHIBIT A
STATEMENT OF WORK

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(Document to be Provided Prior to Agreement Execution)

TECHNICAL APPROACH AND METHODOLOGY

This section contains an overview of our project understanding, approach and detailed work plan.

PROJECT UNDERSTANDING

The City of Lake City and Columbia County, FL, are seeking the services of a qualified consultant to evaluate the feasibility of consolidation for a fire service merger between the two agencies. The purpose of this study is to assess the potential for consolidating the two departments into a unified fire district to serve Columbia County, while ensuring that public safety services are enhanced, efficiency is improved, and the emergency response system remains financially sustainable.

The study needs to evaluate how costs will be allocated, the leadership structure, the impacts on personnel, opportunities to streamline operations, how capital assets will be integrated, and ensure that a cohesive cultural environment can exist in a merged agency.

GENERAL PROJECT APPROACH

Our philosophy in providing consulting services is to provide a customized approach to address our clients' unique issues. It needs in a fact-based manner, utilizing our proven methodologies and analytical techniques as summarized in the following graphic:

1

A principal of the firm is involved in every aspect of each study. For this engagement, Robert Finn, Vice President, will serve in this role.

2

We approach our projects by gaining a firm grounding in formal and fact-based analytical methodologies.

3

Our projects have extensive input and interaction between the consultants and our clients' staff, management, policy makers, and external stakeholders.

4

We provide our clients not only with the right answers but also with practical solutions for implementing change.

5

We engage regularly with our clients to ensure that the project remains on time, the schedule is maintained, and we are accessible when needed.

Our place in the government consulting industry is based on our experience and tailored approach to meeting each client's unique needs.

WORK PLAN

TASK 1: PROJECT INITIATION AND STAKEHOLDER MEETINGS

The project team will begin the study by developing an initial understanding of service delivery in Lake City and Columbia County through an extensive input phase. The team will meet with internal and external stakeholders using a combination of on-site and virtual interviews that are designed to help us learn about the current fire and rescue services provided in the City and County, goals, the unique factors of the service environment, and to obtain views on issues relevant to the project, including potential future service delivery models.

We will also use these interviews to gain an understanding of the emergency communication system, as well as the involvement of the fire departments in EMS first responder roles. This process includes the following interviews:

Conduct a kickoff meeting with the project review committee, including a review of project objectives, approach, interim deliverables, and schedule.

- Interviews with city and county officials and management team members.
- Input from community stakeholders.
- Meet with the chiefs, command staff, and leadership of the Fire Departments and other stakeholder groups, both individually and as a group.
- Conduct one-on-one interviews with department personnel at all levels of both organizations that are involved in the delivery of fire rescue services – managers, supervisors, and line staff.
- Meet with representatives from labor groups to gain a deeper understanding of issues relevant to specific groups.
- Interview contacts within the organizations to start the data collection process, as well as other key contacts identified.
- Other interviews with key stakeholders, as identified throughout this process.

Constant engagement with key stakeholders throughout the process is a critical element of ensuring transparency and maintaining buy-in as the study progresses.

In preparation for the kickoff meeting, the project team will develop a comprehensive list of data required to conduct the study, as well as a week-by-week schedule for project completion. The initial interviews will also be used to identify key points of contact for data collection and to schedule interviews within the department.

TASK RESULT

Extensive input process, with interviews conducted at all levels of the organization. An issues list will be prepared to provide the basis for subsequent analytical steps, and the project work plan and project deliverable schedule will be finalized. This task will include one on-site visit.



TASK 2: OPERATIONAL ANALYSIS

In this task, the project team will examine the current state and performance of fire and rescue services in the City of Lake City and Columbia County.

To further our understanding of the City and County's service delivery and service objectives, the project team will collect various data to develop a descriptive profile of current operations, staffing, station locations, apparatus, and deployment plans for the fire agencies.

This analysis will enable the project team to provide a factual understanding of the current staffing, finances, and how the agencies deliver services to their service area and the region. During this assessment, we will examine the current service demand and workload by station response area and apparatus. We will collect the following:

- Basic descriptive information such as:
 - Organizational charts for each agency.
 - Strategic or master planning documents.
 - Annual reports for the past three years.
 - Station and other facility locations.
 - Apparatus and vehicle inventories.
 - Budgets over the past three fiscal years.
 - Capital assets owned by each agency.
 - Deployment plans.
- Primary administrative documents include:
 - Local census and demographic data.
 - Local Geographic Information Systems (GIS) data.
- Information about personnel, including:
 - Number of personnel by rank and classification.
 - Authorized versus actual staffing.
 - Summary of staff roles and responsibilities.
 - Staff schedules.
 - Pay plans, fringe benefit descriptions, and costs.

- Descriptive information about workload, call handling, and performance from records management, NFIRS, and CAD records, including:
 - Calls for service by type.
 - Calls for service by time of day and day of week.
 - Calls by unit.
 - Dispatch processing time.
 - Turnout time.
 - Travel times.
 - Total scene times.
 - Total call duration
- Fire Prevention records related to inspections, code enforcement, public education, fire investigations, and plan reviews.
- Current PSAP and dispatch provider(s) and related communications infrastructure.

We will use this information and data to evaluate the current situation, which will include a detailed evaluation of the following components:

SERVICE DELIVERY AND PERFORMANCE

Each agency's service levels and performance will be evaluated individually, as part of the more extensive regional response system, or in mutual aid/automatic aid operations. Both fire and emergency medical response capabilities will be analyzed.

Demand

Computer-Aided Dispatch (CAD) and Records Management System (RMS) data are used to determine the service demand in each service and operational area. Each service provider will be analyzed by incident type, time of day, and day of the week, considering service demands. Calls will be analyzed to determine:

- Call Type
- Call location
- Call frequency

The project team will also conduct a basic risk assessment of each service area to determine if fire flows and staffing levels can adequately address these risks.

The service demands will be displayed geographically for each agency and the overall study area in ArcGIS Pro and ArcView GIS Spatial Analyst.

Distribution

The study of distribution involves locating first-due resources geographically to ensure rapid deployment and minimize the impact of emergency incidents. Existing facilities in the service area will be analyzed

using ArcView GIS software to determine the predicted effectiveness of first-due personnel in achieving adopted service level objectives.

Concentration

A concentration study requires an analysis of the arrangement of multiple resources to allow an effective response force to be assembled within adopted timelines. The ability of the current system to deploy and assemble an effective response force will be evaluated in the study area.

Reliability

The reliability study utilizes actual incident history and data to assess historical performance against adopted performance standards. Reliability can be determined by answering five questions:

- Are established goals of performing within X minutes, Y percent of the time met?
- Is there sufficient depth in the system to provide coverage for calls for service?
- Are there frequent instances of multiple calls co-occurring? Does this affect system performance?
- Are there predictable times when queued calls for service occur?
- Is there extra capacity in the system or within individual units?

The project team will analyze the availability of staff and the current workload and utilization of each company in the service area to determine actual or estimated failure rates, based on data availability, and demonstrate the impact on the ability to deploy an effective response force.

SUPPORT PROGRAMS

Matrix Consulting Group will review each organization's support programs in the critical areas of training, health and wellness, life safety services, and communications.

Training

The training and educational resources will be examined to determine if there are opportunities to improve training through improved cooperation and coordination.

Community Risk Reduction

Community Risk Reduction services will be reviewed to ensure the agencies operate effective programs for fire prevention, life safety, hazard risk reduction, and detecting, reporting, and controlling fires and medical emergencies. The programs will be reviewed to determine:

- What fire prevention codes have been adopted?
- What inspection programs are in place, and what role do suppression personnel play?
- What type of public education programs are provided by the agencies?
- What is the agency's role in investigating fires in its jurisdiction? Are outside agencies used to investigate certain fires?

The result of this task will provide an understanding of community risk reduction efforts in the service areas and identify opportunities to improve cooperation in these areas.

TASK RESULT

This task will conclude with an interim deliverable that illustrates the organizational structure, current services provided, performance, and capabilities of fire and rescue services in the City and County.



TASK 3: FINANCIAL AND COST ANALYSIS

The project team will review current budgets, financial documents, cost reports, and revenue sources for both departments.

These will be used to distinguish between fixed and variable costs, as well as to analyze historical trends in expenditures and revenues for each department. These will be utilized against the consolidation models being considered to identify any impacts on staffing, equipment, facilities, and administrative needs and to pinpoint potential redundancies and efficiencies that could be realized in each consolidation option.

Once this information is analyzed, combined operational budgets will be developed that incorporate staffing adjustments, capital and equipment needs, maintenance, training, and administrative costs. Costs related to transitional needs for each option will also be calculated.

Once the costs for each model have been identified, the current revenue streams and their stability will be analyzed. Opportunities for additional revenue will also be explored, including:

- Service fees
- Grants and federal or state funding opportunities
- Insurance reimbursements

Potential cost savings and efficiency projections resulting from consolidation will be identified to include cost reductions and reduced duplication to allow understanding of short and long-term savings projections.

The financial analysis will include full budgetary projections for any one-time and ongoing costs associated with a merged service environment and the revenue sources needed to fund the system.

TASK RESULT

This task will conclude with a financial analysis of the costs associated with operating in a merged service environment and the revenue required to support the countywide fire and rescue system.



TASK 4: GOVERNANCE AND LEGAL REVIEW

The project team will initiate this task with a comprehensive review of relevant documentation related to the current services, including existing agreements, local ordinances, policies, and state legislation relevant to consolidation and governance options.

Specific statutes to be reviewed to interpret how potential governance models will be influenced will include:

- **Statute 163:** Local government comprehensive planning; implications for fire governance.
- **Statute 189.031:** Requirements for public records and meetings for local governments and special districts, including fire districts.
- **Statute 191:** Procedures for establishing and operating special districts, including fire districts.
- **Statute 175:** Property and casualty insurance pools and related cooperative arrangements.

Next, the project team will identify the alternative governance models that are available to the agencies, including contractual agreements, interlocal agreements, the creation of a special district, or a municipal authority structure. This will ensure each option can be fully evaluated against the following criteria:

- Compliance with statutory provisions
- Impact on service delivery
- Administrative and operational considerations
- Political and community concerns
- Fiscal implications

Once all governance options are fully vetted, we will confirm the legal viability and finalize funding implications, including potential budgets, grants, and revenue sources.

TASK RESULT

This task will conclude with a full evaluation of legal requirements and governance options available for a merged service environment.

TASK 5: CONSOLIDATION OPTIONS AND RECOMMENDATIONS

Using the data analysis and information gained from the previous tasks, various alternatives can then be tested to determine which may be the “optimal” solution(s) for the service delivery system in the communities and opportunities for improved shared services or consolidation of the fire service delivery systems.

The analysis conducted as part of this task will ensure each option is vetted to determine the following:

- Are there opportunities to reduce redundancies through a reduction in stations?
- Are there opportunities to reduce operations, administrative, and support redundancies?
- Are there opportunities to improve community risk reduction through a shared service approach?
- Are there opportunities to improve personnel training through a regional approach?
- Are there opportunities for cost savings through combined purchasing?

After determining the potential options available to the agencies that should be considered as feasible, a cost-benefit analysis will be developed for presentation in the project report. This analysis will examine:

COSTS

- Implementation costs (facility, apparatus, equipment, technology, etc.)
- Ongoing operational costs (staffing, training, maintenance, etc.)
- Potential costs associated with service disruptions during the transition.
- Legal and administrative costs.
- Labor and pension costs, including Ch. 175 compliance and collective bargaining.

BENEFITS

- Reduced operational costs through economies of scale.
- Improve service delivery (initial response time, effective response force, unit utilization)
- Enhanced safety of personnel and the community.
- Increased efficiency and effectiveness of resource allocation.
- Improved training and professional development opportunities.
- Increased purchasing power.
- Reduced redundancies.
- Industry best practices.

OPERATIONS

Findings of the operational analysis used to examine the impacts of consolidation, including:

- Impacts to coverage and response times.
- Station location and infrastructure implications.

Risk assessment and mitigation strategies represents an additional critical component of this analysis.

The financial analysis will include full budgetary projections for any one time and ongoing costs associated with a merged service environment and the revenue sources need to fund the system.

TASK RESULT

This task will conclude with a financial analysis of the costs associated with operating in a merged service environment and the revenue required to support the new system.

TASK 6: FINAL REPORT AND PRESENTATION

The draft final report combines the analytical steps and interim deliverables into one document, including recommendations. The recommendations made as part of the study must be specific, measurable, prioritized, and associated with a detailed and comprehensive timeline for implementation, including:

- An executive summary that summarizes the significant findings of the study.
- Comprehensive analysis of workload, staffing, and deployment for each department function.
 - Identification of targets and gaps in supervisory spans of control for each function.
 - Providing the department with the tools used by the project team, to replicate in the future.
 - Best practices analysis, providing an actionable plan for the department to address gaps and improvement opportunities where they exist.
- Incorporation of stakeholder input, including internal input as well as community stakeholders.
- The feasibility options analysis, detailing the governance, organizational, staffing, and cost-benefit considerations for each of the options available for providing fire protection services in the region.
- Detailed projections of future growth and development over the next 10 years, highlighting associated impacts on service demand and how those impacts translate into staffing needs for every fire department functional area, as well as facility implications and budgetary projections to support any recommended changes over the next five years.
- A comprehensive list of recommendations, including staffing needs for each function within the department. Recommendations will also include any associated costs and prioritization strategies.

The draft final report will be reviewed with the project steering committee. As requested, the project team will be available to present to city and county elected officials in a public meeting if desired.

TASK RESULT

The final report will build upon all interim deliverables to provide a comprehensive analysis of the department and plan for implementation. We will be available to present the findings and recommendations as needed thereafter.

A timeline can be found in *Implementation & Project Management*.

EXHIBIT B
INSURANCE REQUIREMENTS

Certificate must state City of Lake City as Certificate Holder

- Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates where generally applicable and must include premises operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
- Business Vehicle/Umbrella Liability insurance with a minimum limit of \$200,000 per occurrence, and \$300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury. Notice, these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.
- Statutory Workers Compensation insurance as required by the State of Florida.

EXHIBIT C
PAYMENT SCHEDULE

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(Document to be Provided Prior to Agreement Execution)

FINANCIAL PROPOSAL

Matrix Consulting Group, Ltd. is pleased to submit our cost proposal, as outlined in the following table, which details the hours by task and consultant level. We propose to complete this engagement for a fixed price of **\$77,936**, as shown below:

	Project Manager	Lead Analyst	GIS/Project Analysts	Total Hours	Cost
1. Initiation/Interviews	32	16	8	56	\$12,560
2. Operational Analysis	24	40	16	80	\$16,368
3. Financial and Cost Analysis	8	24	16	48	\$9,296
4. Governance and Legal Review	24	32	16	72	\$14,880
5. Consolidation Opportunities	16	24	8	48	\$9,952
6. Final Report and Presentation	24	32	16	72	\$14,880
Total Hours	128	168	80		
Hourly Rate	\$256	\$186	\$174		
Total Cost					\$77,936

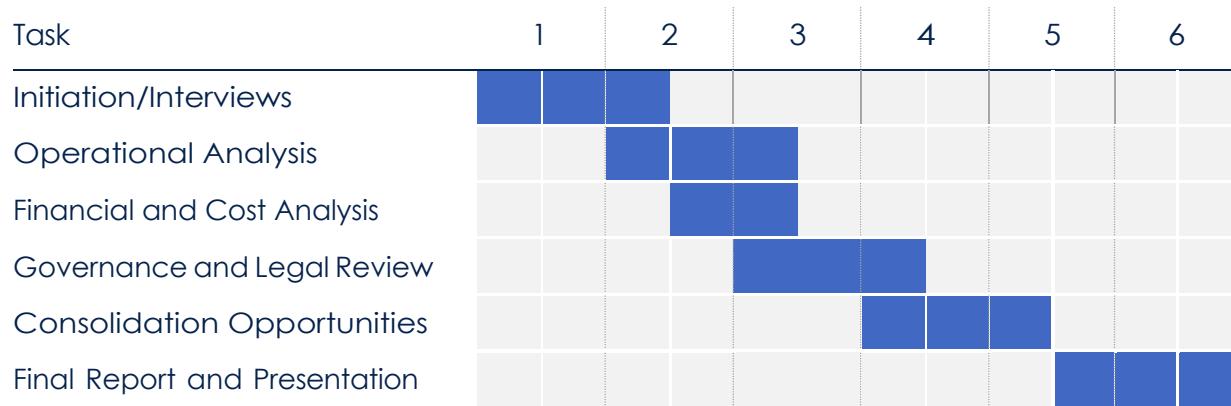
We typically bill monthly for actual time incurred. We have completed the online form within the OpenGov procurement portal. **The cost figures shown above are inclusive of all travel-related expenses.**

IMPLEMENTATION AND PROJECT MANAGEMENT

The following section contains a project timeline, an overview of our project management approach, and information about the proposed project team.

TIMELINE

We propose to conduct this assessment in six months, as shown below.



This timeline can be adjusted based on City and Department priorities and preferences.

PROJECT MANAGEMENT AND QUALITY CONTROL

We strongly believe in effectively managing each consulting engagement and utilizing formal project management techniques in our studies. These techniques include:

- Use project management software to create timelines, track utilization, and communicate.
- Expectations and results of the project team and our clients are managed weekly by developing and utilizing formal project schedules and reporting tools.
- All project work activities are defined in advance and tied to each project team member, deliverables, schedule, and budget.
- The project manager and lead analysts develop general and project-specific data collection plans and interview guides for all our staff.
- At project initiation, we will establish a series of progress meetings with the project steering committee and other key stakeholders as needed to review interim deliverables and findings as they are developed. This collaborative approach throughout the engagement ensures that there are no surprises and works to maximize buy-in at all levels.

EXHIBIT D
PAYMENT/INVOICES

PAYMENT/INVOICES:

Contractor shall submit invoices for payment due as provided herein with such documentation as required by City of Lake City and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Department
Attn: Accounts Payable
City of Lake City
205 North Marion Avenue
Lake City, FL 32055

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The City may dispute any payments invoiced by Contractor in accordance with Section 218.76, Florida Statutes and the provisions of this Agreement.

INVOICE INFORMATION:

Contractor Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

Unit Price Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

Invoice Total Sum of all of the line totals for the invoice

EXHIBIT E
DISPUTE RESOLUTION IN MATTERS OF INVOICE PAYMENTS

Payment of invoices for work performed for City of Lake City (CITY) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes (the Local Government Prompt Payment Act).

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. City of Lake City shall notify a vendor in writing, within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the City, which steps shall include initially contacting the requesting department to validate Contractor's invoice conforms with the terms and conditions of the agreement. Once the requesting department determines Contractor's invoice conforms with the terms and conditions of the agreement, the vendor should resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1) Requesting department for this purpose is defined as the City department for whom the work is performed.
 - 2) Proper invoice for this purpose is defined as an invoice submitted for work performed where such work meets the terms and conditions of the agreement to the satisfaction of the City of Lake City.
- B. Should a dispute result between the vendor and the City about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by City of Lake City, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by City of Lake City.
- D. The Dispute Manager should investigate and ascertain whether the work, for which the payment request or invoice has been submitted, was performed to City of Lake City's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the City of Lake City representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days' timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The City Manager or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The City Manager or his or her designee will issue their decision in writing.
- E. City of Lake City Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the City's favor interest charges begin to accrue fifteen (15) days after the final decision made by the City. Should the dispute be resolved in the vendor's favor the City shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of Sections 218.70 et. seq., Florida Statutes, an award shall be made to the prevailing party to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal if the reason for the dispute is because the non-prevailing party held back any payment without having a reasonable basis to dispute the prevailing party's claim to those amounts.

EXHIBIT F
PERFORMANCE BOND

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(Document to be Provided Prior to Agreement Execution if Required by Bid/Proposal Request)

No performance bond is required for this contract.