

Kelly Knight

From: Donna Doubleday
Sent: Tuesday, March 27, 2018 2:29 PM
To: Kelly Knight
Subject: FW: Water Equipment Replacement
Attachments: DOC032618-03262018144524.pdf

Kelly,

We probably need to put a copy of the attached document with our DeSoto County facility MOU.

Tnx
donna

Donna Doubleday

President/Chief Executive Officer

CareerSource Heartland

5901 US Hwy 27 South, Suite 1
Sebring, FL 33870
(863) 385-3672 Ext. 303



From: Michele Arena
Sent: Monday, March 26, 2018 4:06 PM
To: Donna Doubleday <ddoubleday@careersourceheartland.com>; Fac_Help <Fac_Help@careersourceheartland.com>; Lenora White <lwhite@careersourceheartland.com>; Sheryl Elliott <sellott@careersourceheartland.com>
Subject: FW: Water Equipment Replacement

Michele Arena

Fiscal/Human Resources Coordinator

CareerSource Heartland

5901 US Hwy 27 South, Suite 1
Sebring, FL 33870
(863) 385-3672 Ext. 305



From: Jan Schmitz <j.schmitz@desotobocc.com>
Sent: Monday, March 26, 2018 2:47 PM
To: Michele Arena <marena@careersourceheartland.com>
Subject: Water Equipment Replacement

Hello Ms. Arena,

Please refer to the attached letter about the water equipment replacement.

If you have any questions in reference to this, please contact the City of Arcadia.

Thank you,

Jan Schmitz
Senior Staff Accountant
DeSoto County BOCC
201 East Oak Street, Suite # 205
Arcadia, FL 34266

(863) 993-4587 Phone

(863) 993-4643 Fax

How was my service today? Please feel free to report your experience at: feedback@desotobocc.com E-mail addresses are public record under Florida Law and are not exempt from public-records requirements. If you do not want your e-mail address to be subject to being released pursuant to a public-records request do not send electronic mail to this entity. Instead, contact this office by telephone or in writing, via the United States Postal Service.



C/O FATHOM
 21410 N. 19th Avenue
 Phoenix, AZ 85027



18901 AV 0.378 0090121-UT1294311-UT.1GRP-001890

DESOTO CNTY BOCC
 CAREER SOURC HEARTLAND
 201 E OAK ST STE 205
 ARCADIA FL 34266-4451

T-4



Re: Water Equipment Replacement

Beginning end of March 2018, the City's contractor, FATHOM, will begin replacing the existing water meters throughout the City. As part of this process, your current water meter will be replaced with a new meter to work with the Neptune E-Coder Advanced Meter Infrastructure System. This change is a result of the City's initiatives to update aging equipment, improve water conservation and provide the data required for every resident to truly manage their individual water usage. Important information regarding the meter exchange process is presented below:

1. **Door Hangers** – A door hanger will be placed at your residence up to two days prior to your meter exchange. The door hangers will include contact information and related instructions should you require any additional assistance.
2. **Water Meter Access** - The installation technicians, which are easily identified by the badge they will be wearing, must have access to your water meter box to complete the meter exchange. Typically, the water meters are located in the front yard of residential and commercial properties, but in some instances, may be located in the backyard or at the rear of your property. We respectfully request you provide the appropriate accommodations to allow such access for the installation technicians. **Generally, technicians will *not* enter your residence.** However, if access is needed to enter your home, arrangements will be made with you in advance.
3. **Water Meter Exchange** - On the scheduled day, your water will be temporarily shut off for **approximately 1 hour** while the new equipment is installed. For all commercial properties, further coordination of the actual water shut off time can be accommodated, if necessary. Typically, all work is done within the existing water meter box, all necessary repairs are completed and each meter box is returned to its pre-existing condition. **Please note:** periods of **lower than normal water pressure** may also occur at other times as equipment is replaced in your area. Also: the time to complete the work is an estimate and may vary due to individual circumstances.
4. **Project Hours and Schedule** - The installation technicians will be working from 7:00 am to 6:00 pm, Monday through Saturday. The project is scheduled to be completed by late May 2018.

We appreciate your understanding as we make this transition to help better manage our collective water resources. On the back of this letter are responses to some frequently asked questions. If you have any additional inquiries, please contact us at 833-764-5238 or email our office at arcadia.support@gwfathom.com.

Sincerely,
 The City of Arcadia

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CITY OF ARCADIA

Frequently Asked Questions (FAQ) - AMI Replacement

- 1. Why is the equipment being replaced?**
The vast majority of the City's metering infrastructure will soon reach the end of its reliable lifecycle. In order to ensure the accuracy of billing and water system consumption data, installing new equipment is necessary.
- 2. What are the benefits of an automated meter reading system?**
Benefits include advanced data recording of all water consumption on an hourly basis, historical consumption data for residents, and leak detection capabilities.
- 3. Are all equipment being replaced?**
Yes, all water meters will be replaced with new Neptune meters.
- 4. Will my bill increase?**
Because the new meters will be more accurate than the current meters, there is a possibility that your bill will be higher if your old meter was not reading properly.
- 5. Will they need to enter my backyard?**
The technicians will only need to enter your backyard if that is where your meter box is located.
- 6. How long will my water be turned off?**
A typical water meter exchange takes about 1 hour or less. Exceptions to this process may require more time or additional work. However, we will work diligently to ensure your inconvenience is minimized.
- 7. Will I be notified of when work will be scheduled?**
Yes. Door hangers will be left at each property 24-48 hours in advance of the scheduled service.
- 8. How do the remote meters work?**
Each water meter will communicate the read data to solar-powered data collection units strategically located throughout the city.
- 9. Will there be an antenna sticking out of my meter box?**
No. A new lid will be installed on your water meter box and all components will be underneath the lid.
- 10. Will they have to dig in my yard?**
Not typically, however in some cases hand-digging may be required. If digging is required, repairs will be made to restore the original conditions.
- 11. How accurate is the new equipment?**
The new equipment is accurate to (+-) .05 gallons per minute.
- 12. Who can I call if I have questions?**
Representatives are available Monday through Friday, 8:00 AM to 5:00 PM at 833-764-5238.

Memorandum of Understanding

DeSoto County Board of County Commissioners
And the Heartland Workforce Investment Board, Inc., d/b/a
CareerSource Heartland

AMENDMENT

The Memorandum of Understanding (MOU) between the DeSoto County Board of County Commissioners, and the Heartland Workforce Investment Board, Inc., d/b/a CareerSource Heartland (CSH), to specify use of space and certain cost allocations for utilities and services in three (3) modular buildings deeded to DeSoto County by CSH, is hereby amended as follows:

The section of the MOU titled "Building Use: Exhibit A – General", outlines and identifies the proportionate share of utility expenses to be borne by CSH. This Amendment identifies a revision to sub-section b) water.

As a result of the installation of separate water meters, CSH will no longer be billed for one-third (1/3) of the monthly water/sewer cost. Rather, CSH will be billed for water usage as incurred by CSH only.

The effective date of this Amendment is June 1, 2015, and remains in full force and effect according to the terms identified above for the full duration of the MOU.

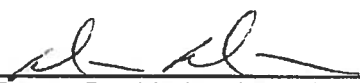
IN WITNESS WHEREOF, the parties hereto have executed the Memorandum of Understanding.

DE SOTO COUNTY
BOARD OF COUNTY COMMISSIONERS

CAREER SOURCE HEARTLAND



Gabriel Quave, Chairman



Donna Doubleday, President/CEO

September 8, 2015
Date


7-20-15
Date

ATTEST:



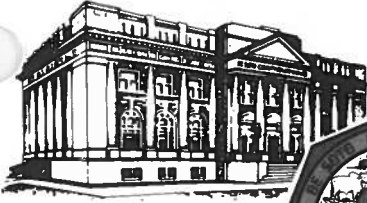
Mandy Hines, County Administrator

WITNESS:



Signature

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY



Administration Building

Suite 201

201 East Oak Street

Arcadia, Florida 34266

Telephone (863) 993-4800

SunCom 740-4800

Fax (863) 993-4809

Drug-Free Work Place

April 27, 2009

Mr. Roger Hood

President/CEO

Heartland Workforce Board

2726 US Hwy 27N, Sebring, FL 33870

863-385-3672, Ext 243

RH 4/30/09

Dear Mr. Hood,

Please find enclosed Exhibit A to the recently executed Memorandum of Understanding for the Property Transfer and use of the three modular units in DeSoto County. This document depicts current agreed upon use of space. Please feel free to contact me if you should have any questions at (863) 993-4800.

Sincerely,

Mandy Hines

Mandy Hines

County Coordinator

04-30-09P12:58 RCVD

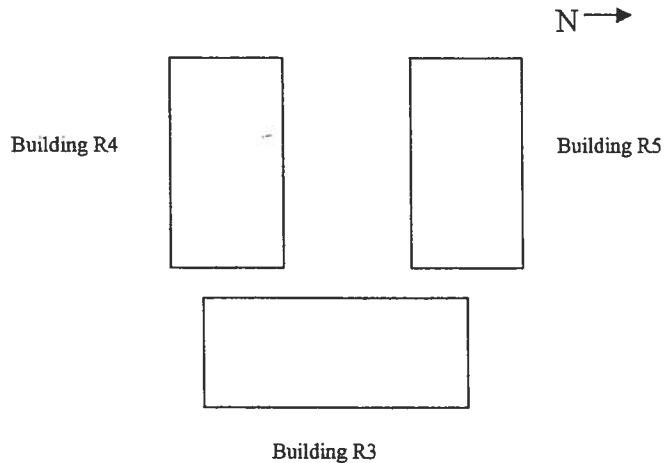
Exhibit A

MODULAR BUILDING USAGE

Heartland Workforce Investment Board, Inc and DeSoto County

Memorandum of Understanding

Pursuant to the Memorandum of Understanding, the following describes the proposed modular building usage at the Turner Center in DeSoto County, Florida:



BUILDING (R3):

DCC will utilize the main lobby, four (4) offices to the north, and conference room located in the southwestern portion of the modular. DCC will also utilize the western entrance for access to the building.

HWIB will utilize the rear (southeastern) two (2) offices. Access will be through the eastern entrance. HWIB will furnish material and DCC will provide labor necessary to construct a divider (wall) that separates the offices from the main lobby and an access will be created from the eastern entrance to the offices.

BUILDING (R4):

HWIB will utilize building R4 in its entirety.

BUILDING (R5):

DCC will utilize building R5 in its entirety.

MEMORANDUM OF UNDERSTANDING

DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS And the HEARTLAND WORKFORCE INVESTMENT BOARD, INC., d/b/a HEARTLAND WORKFORCE

Purpose:

The purpose of this MOU is to specify use of space and certain cost allocations for utilities and services in three (3) modular buildings deeded to DeSoto County by Heartland Workforce.

Building Use: Exhibit A

General:

Heartland Workforce shall be responsible for full payment of a proportionate share of the utility expenses as follows:

- a). Power Heartland Workforce shall be responsible for payment of 1/5th of the power bill, or its actual proportionate use as determined by the number of departments/structures served by this meter. (Extension Office 2/5; Utility Department 1/5; Parks Department 1/5).
- b). Water Heartland Workforce shall be responsible for payment of 1/3rd of the water/sewer monthly bill. (Parks 1/3; Utility Department 1/3).
- c). *Solid Waste Flat fee of \$10.00 per month
- d). *Custodial \$100.00 per month. Service to be rendered three (3) times per week to include garbage removal, vacuuming, bathroom cleaning, and stocking of paper goods.
- e). Maintenance: DeSoto County shall provide light interior maintenance and exterior maintenance of the modular buildings, to include air conditioning and heating, plumbing and electrical. Heartland Workforce shall be responsible for payment of its proportionate share of such costs.

*These service items may change from time to time based on actual costs. The county shall notify Heartland workforce of any anticipated cost adjustments in these areas in writing no less than sixty (60) days notice of anticipated change. In the event that the County and Heartland Workforce are unable to agree upon a rate for the referenced charges, the County reserves the right to refuse such service and Heartland Workforce reserves the right to otherwise fulfill its needs by self-service or by contracting such services out.

Indemnification:

Heartland Workforce shall indemnify and save the County, its agents, servants and employees, harmless from and against any claim, damages, costs, including attorney's fees, or causes of action of whatsoever kind or nature, whether direct, indirect, or consequential, including, but not limited to, bodily injury, sickness, disease or death, infringement of copyright or patent, or injury to or destruction of property, including loss of use, which claims arise out of or are related to or in any way connected with this Agreement, provided such claim is caused in whole or in part by negligent error, omission or act of Heartland Workforce, its agents, servants or employees in the performance of services under this Agreement. The Heartland Workforce shall indemnify the County for any negligence of the County's employee or agents. This indemnity shall include, but not be limited to, charges of engineers, attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law or other tribunal, for any reason.

Termination:

This is an ongoing agreement, superseding and replacing all prior agreements whether verbal or written.

Contract Time:


Lifetime of Heartland Workforce

Modification:

Either party to this agreement may requests a modification to this agreement by making such request in writing.

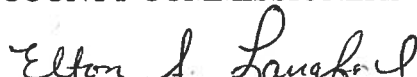
IN WITNESS WHEREEOF, the parties hereto have executed this Memorandum of Understanding.

ATTEST:



Jan B. Brewer
Interim County Administrator


DESOTO COUNTY BOARD OF
COUNTY COMMISSIONERS



Elton A. Langford, Chairman


Date: 4/14/09

WITNESS



Signature

HEARTLAND WORKFORCE



Roger A. Hood, President/CEO

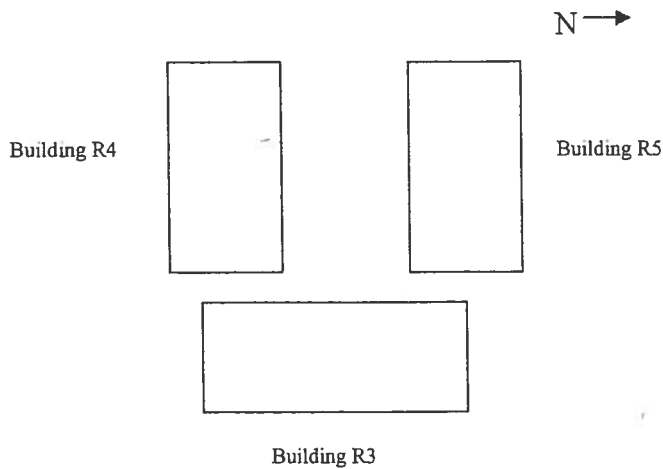
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BUILDING (R4):

HWIB will utilize building R4 in its entirety.

BUILDING (R5):

DCC will utilize building R5 in its entirety.

PROPERTY TRANSFER AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this 14th day of April 2009, by and between **DESOTO COUNTY, a political subdivision of the State of Florida** (hereinafter referred to as "County"), whose address is 201 East Oak Street, Suite 201, Arcadia, Florida 34266, and **HEARTLAND WORKFORCE INVESTMENT BOARD, INC., d/b/a Heartland Workforce** (hereinafter referred to as "Heartland Workforce"), a Florida not for profit corporation, whose address is 2726 US 27 North, Sebring, Florida 33870.

For and in consideration of the mutual covenants and undertakings herein contained, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- I. **TRANSFER OF OWNERSHIP** Heartland Workforce grants, quit claims and transfers all its ownership of those certain three (3) modular buildings presently located on County land by virtue of a Memorandum of Understanding heretofore entered into by the parties, a further description and evidence of purchase of which are attached hereto and made a part hereof as Exhibit A., to have and to hold, forever.
- II. **ACCEPTANCE.** County accepts such buildings and assumes responsibility for maintenance thereof as county property.
- III. **Purchase Price.** The parties agree that the transfer is for the mutual benefit of the parties and serves a valid public purpose, and consequently, no exchange of monies is required by this Agreement. For the purpose of insuring title and any tax consequences of this Agreement, the value of each building is agreed to be the value fixed by the DeSoto County Property Appraiser.
- IV. **Reservation of Perpetual Partial Use** Heartland Workforce reserves, and County grants, the right to use that portion of the buildings set forth in a Memorandum of Understanding for its exclusive use so long as the buildings are within their habitable life, Heartland Workforce is in corporate existence, or foregoes or abandons the use by written notice to the County. Heartland Workforce agrees that such use may not be assigned to other entities without the written prior consent of County.
- V. **Risk of Casualty Loss** County will, at its own discretion, insure the buildings for casualty loss as other county property. In the event of total loss by casualty, County reserves the right to rebuild or not, and if not, the buildings and this agreement will terminate.
- VI. **Removal or Disposal of Property.** In the event it becomes the best interest of the County to move or dispose of these buildings, including moving them to other locations, Heartland Workforce shall be notified in writing no less than 60 days prior to such action, within which to notify County the means by which it chooses to enforce its reservation of perpetual use as set forth above.

VII. **Notices.** All notices which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered or made, as the case may be, (notwithstanding lack of actual receipt by the addresses) (i) when delivered by personal delivery, or (ii) three (3) business days after having been deposited in the United States mail, certified or registered, return receipt requested, sufficient postage affixed and prepaid, or (iii) one (1) business day after having been deposited with a expedited, overnight courier service (such as by way of example but not limitation, U.S. Express Mail, Federal Express or Percolator), addressed to the party to whom notice is intended to be given at the address set forth above. Any party may change the address to which its notices are sent by giving the other party written notice of any such change in the manner provided in this Section, but notice of change of address is effective only upon receipt.

VIII. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument. A facsimile of this Agreement and any signatures thereon shall be considered for all purposes as originals.

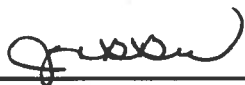
IX. **Authority of Parties.** County and Heartland Workforce represent to each other that each has full power and authority to enter into and perform this Agreement, all related instruments and the documentation contemplated hereby and thereby in accordance with their respective terms and that the delivery and performance of this Agreement, all related instruments and the documentation contemplated hereby and thereby has been duly authorized by all necessary action.

X. **Contingency for Board of County Commissioners Approval.** This contract is contingent upon final approval by the Board of County Commissioners of DeSoto County after all statutory requirements have been met, and the signature of its chairman attests thereto.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth below their respective signatures.

COUNTY:

ATTEST:



Jan B. Brewer
Interim County Administrator

BOARD OF COUNTY COMMISSIONERS
OF DESOTO COUNTY, FLORIDA


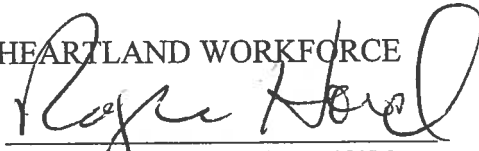
ELTON A. LANGFORD
Chairman

Dated: 4/19/09, 2009

Witnesses:



HEARTLAND WORKFORCE



Roger A. Hood, President/CEO

Dated: 4/22, 2009

Approved as to form and
legal sufficiency:



HOWARD C. HOLTZENDORF
County Attorney

LIST OF EXHIBITS

Exhibit "A" DESCRIPTIVE DOCUMENT FOR 3 MODULAR BUILDINGS

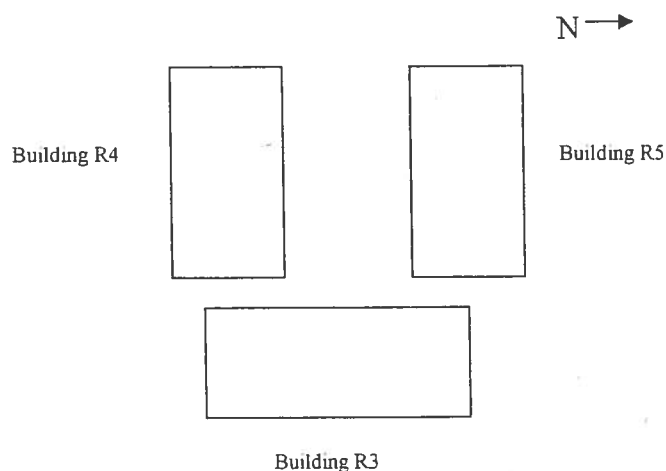
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BUILDING (R5):

DCC will utilize building R5 in its entirety.



Creative Modular Buildings

*Sales * Leasing * Design Services*

Invoice #1

Creative Modular Buildings, Inc.
8875 Hidden River Parkway * Suite 300
Tampa, Florida 33637
813-975-7258 or FX: 813-994-9231

Invoice Number: Unit #8467,8468,8469 Size: (3) 28' x 60'
Date: 5/10/99

To: South Florida Community College
600 West College Dr.
Avon Park, Florida 33825-9399
Att: Mr. Ted Glas- Purchasing Director

Ship to (if different address):
600 West College Dr.
Avon Park, Florida

SALESPERSON	ORDER NO.	DATE SHIPPED	SHIPPED VIA	F.O.B.	TERMS
Mr. Joel B. Falty	NA	4/15/99	Truck	Avon Park, Fl	Immediate

QTY.	DESCRIPTION	UNIT PRICE	TOTAL
01	28' x 60' / Serial # 8467 / SREF Modular Office Building	55,495.00	55,495.00
01	28' x 60' / Serial # 8468 / SREF Modular Office Building	56,610.00	56,610.00
01	28' x 60' / Serial # 8469 / SREF Modular Office Building	56,510.00	56,510.00
			0.00
	Tax Exempt # 38-00-009427-57C		0.00
			0.00
	Sub-Total		168,615.00
	SALES TAX RATE %		NA
	SALES TAX		0.00
	SHIPPING & HANDLING		
	TOTAL DUE		\$168,615.00

THANK YOU FOR YOUR ORDER!

8875 HIDDEN RIVER PARKWAY, SUITE 300, TAMPA, FL 33637, (813) 975-7258 FX (813) 994-9231

All contracts, quotes, and agreements must be submitted on Creative Modular Buildings printed contract forms and approved by the president in order to be binding.