

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

REVISED AGENDA • OCTOBER 22, 2019

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448



City Commission Chamber
City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

- a. Roll Call
- b. Invocation
- c. Pledge of Allegiance

2. PRESENTATIONS

- 1. Proclamation for Noah Standridge
(Requested by Valerie Manning, City Clerk)
- 2. Positivity Award - Simply Gina's - Dan and Gina Farmer
(Requested by Valerie Manning, City Clerk)

3. PUBLIC COMMENTS**4. APPROVAL OF MINUTES**

- 1. Minutes - September 24, 2019 Social Media Workshop, September 24, 2019 Regular City Commission and Budget Meeting and October 8, 2019 Regular City Commission Meeting
(Requested by Valerie Manning, City Clerk)

5. CONSENT AGENDA - ITEMS (1 - 5)

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items. Is there anyone in the audience who wishes to speak on any item on the Consent Agenda?

- 1. Resolution -2019-R-70 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Agreement with Mead and Hunt to Provide Professional Services for the FY2019 and FY2020 Roadway Resurfacing Program Not to Exceed \$45,319.00; Providing for Severability; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)
- 2. Resolution -2019-R-71 A Resolution of the City Commission of the City of Holly Hill, Florida, Amending the Authorization of the Continuation of the Memorandum of Understanding by and Between the City of Holly Hill, Florida, and Concerned Citizens for Animal Welfare (Ccfaw) Renewing a Trap/Neuter/Return (Tnr) Program for the Control of the Free Roaming Cat Population; Providing for Severability; and Providing for an Effective Date.
(Requested by Joseph Forte, City Manager)
- 3. FDOT Grant - 2020 Aggressive Driving and Speed Enforcement Program SUB-2020-Holly Hill-00028 Project Number (SC-20-13-24)
(Requested by Steve Aldrich, Police)

4. Central Square Click 2 Gov ERP Upgrade
(Requested by Stella Gurnee, Finance)
5. Correct Scrivener Errors in Adopted Fee Schedule as Set by Resolution 2019-R-47
(Requested by Valerie Manning, City Clerk)

6. REGULAR AGENDA

1. Ordinance -2019-O-3023 FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending Chapter 42 (Pensions and Retirement) Article II - Police Officers, of the Code of Ordinances of the City of Holly Hill, Florida, Providing for the Holly Hill Police Officers Pension Trust Fund Board of Trustees to Possess Investment Authority in Conformance with the Standards Set Forth in Chapter 185.06 of the Florida Statutes; Providing for a Repealer, Providing for a Savings Clause, Providing for Codification, Providing for Severability, Providing for an Effective Date.

(Requested by Steve Aldrich, Police)

7. PUBLIC HEARINGS - NONE

Please silence any cell phone, pager or noise making device as not to interrupt the meeting. Staff will introduce each item for consideration, with comments and recommendations. The applicant or appellant and supporters will be heard first. Those in opposition to the request will be heard next. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that speakers keep their comments brief and try to limit these comments to information not previously discussed. Speakers should state their name and address clearly for the record. The City Clerk's office is required to retain any documents, photographs, drawings, etc. that are shown to the City Commissioners in support of a position. The City Commission may ask questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

8. COMMUNICATIONS

A. City Manager & Staff Comments

- a. UPS Temporary Package Storage Facility Agreement 2019
(Requested by Valerie Manning, City Clerk)

- B. City Attorney Comments
- C. City Commission Comments
- D. Mayor's Comments

9. ADJOURNMENT

Website Address – www.hollyhillfl.org (City Clerk)

NOTICE – If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and, for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not prepare or provide such a record.



For special accommodations, please notify the City Clerk's Office at least 72 hours in advance. (386) 248-9441



Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Commission proceedings should contact the City Clerk's Office no later than three (3) days prior to the proceedings.



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

PRESENTATION (ID # 2727)

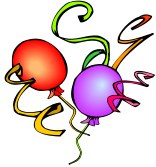
2.1

Meeting: 10/22/19 07:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 2727

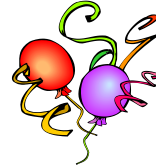
Proclamation for Noah Standridge



**PROCLAMATION
BY THE MAYOR OF THE CITY OF HOLLY HILL, FLORIDA
HONORING NOAH STANDRIDGE**



**Celebrating 8th Year Birthday
October 26, 2019**



WHEREAS, the City of Holly Hill is excited to celebrate Noah Standridge's birthday at our City Commission meeting on October 22, 2019; and

WHEREAS, the City of Holly Hill recognizes the importance of partnering with the community in order to recognize children; and

WHEREAS, Police Chief Stephen K. Aldrich will make Noah Standridge an honorary Holly Hill Police Officer on this day; and

WHEREAS, the staff of the City of Holly Hill and Chase from Paw Patrol, would like to wish Noah Standridge a "Happy 8th Birthday".

Now, Therefore, I, Mayor Chris Via, and on behalf of the City Commission, do hereby call upon all citizens of Holly Hill to join in on the celebration with the Holly Hill Police Department in celebrating Noah Standridge's birthday on October 26, 2019 and further, let it be resolved that the City of Holly Hill proclaims October 26, 2019 as:

“NOAH STANDRIDGE DAY”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 22nd day of October, 2019.

City of Holly Hill, Florida

Chris Via, Mayor



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

POSITIVITY AWARD (ID # 2720)

2.2

Meeting: 10/22/19 07:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:

DOC ID: 2720

Positivity Award - Simply Gina's - Dan and Gina Farmer

The Positivity Award was chosen by City Commissioner, District 2 Penny Currie for the month of October 2019.

HOLLY HILL
FLORIDA
**POSITIVITY
AWARD**

**Thank You for Making Our Community
Positively Awesome!**

SIMPLY GINA'S

October 22, 2019

Chris Via, Mayor



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

4.1

MEETING DATE: October 22, 2019
FROM: Valerie Manning
SUBJECT: Minutes - September 24, 2019 Social Media Workshop, September 24, 2019 Regular City Commission and Budget Meeting and October 8, 2019 Regular City Commission Meeting
NUMBER: (ID # 2717)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the following meetings:

1. September 24, 2019 - Social Media Workshop
2. September 24, 2019 - Regular City Commission and Second Budget meeting
3. October 8, 2019 - Regular City Commission meeting

MOTION:

Approve all three sets of minutes as submitted by staff.

- Minutes - September 24, 2019 - Regular City Commission and Second Reading of the Budget meeting (PDF)
- Minutes - September 24, 2019 - Social Media Workshop (PDF)
- Minutes - October 8, 2019 - Regular City Commission meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • SEPTEMBER 24, 2019

City Commission Chamber

Second Public Hearing Budget Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

a. Roll Call

Attendee Name	Title	Status	Arrived
Chris Via	Mayor	Present	
John Penny	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John C. Danio	District 3 - Commissioner	Present	
Roy Johnson	District 4 - Commissioner	Present	

b. Invocation

Commissioner Penny led the invocation.

c. Pledge of Allegiance

Mayor Via led the Pledge of Allegiance to the flag.

2. PUBLIC HEARINGS - SECOND READINGS - BUDGET

1. -2019-R-56 Resolution

A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Adopting the Final Levying of Ad Valorem Taxes for the City of Holly Hill for the Fiscal Year 2019-2020; and Providing for Severability; and Providing for an Effective Date.

(Requested by Stella Gurnee, Finance)

Attorney Simpson read the title into the record and stated the Fiscal Year 2019-2020 final operating millage is 6.25 mills, which is greater than the roll back rate of 6.1047 mills by 2.38%.

Mayor Via stated that there have been some updates since the last reading and asked the City Manager to update the Commission on that.

Mr. Forte stated since the last reading, the Finance Director was able to identify a couple of locations that actually had dollars that were budgeted in two line items. As a result of that, he doesn't want to call it excess money but there are monies that were double budgeted so it's money that's available. One of the recommendations that he had made was that they would distribute that money and it would be approximately \$200,000 would go back into the Reserve Fund. The city will keep a contingency fund with approximately

\$63,000 in the budget, they lower the millage from 6.5 to 6.25 and they would keep \$125,000 set aside for the storage facility that needed to be put in over at Public Works yard that they had taken out of the budget. In doing that, they would be able to reduce the millage, accomplishing a little bit of what the Commission's desire was to come back below the current rate, not quite at the roll back rate but at the current rate and in doing this, they have a sustained balanced budget. He sent out an email to each of the Commissioners today that showed them where the city is with those dollars, what the staff is taking monies out of Reserve Funds to pay for. In all of the budgets, everything that's coming out of the Reserves are going for one-time expenditures in Capital except in the Water Department where they are using reserves to balance the operating budget and that will resolve itself over time because they have implemented that new utility rate structure.

There was some discussion amongst the Mayor, Commissioners and staff at this time.

Mayor Via opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION

2019-R-56

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2019-2020; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2019-2020; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill of Volusia County, Florida, on September 9, 2019, adopted a Fiscal year 2019-2020 tentative millage rate following a public hearing as required by Florida Statute 200.065; and

WHEREAS, The City of Holly Hill of Volusia County, Florida, on September 24, 2019, adopted a Fiscal year 2019-2020 final millage rate following a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City of Holly Hill of Volusia County Florida, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation Volusia County has been certified by the County Property Appraiser to the City of Holly Hill as \$664,654,238.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The FY 2019-2020 final operating millage is 6.25 mills, which is greater than the rolled-back rate of 6.1047 mills by 2.38%.

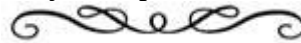
SECTION 2. The Final Public Hearing will be September 24, 2019 at 7:00pm.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 24th day of SEPTEMBER, 2019.

Enacted and approved this 24th day of September, 2019, in Holly Hill



2. -2019-R-57 Resolution

A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Adopting the Final Budget for the City of Holly Hill for the Fiscal Year 2019 - 2020; and Providing for Severability; and Providing for an Effective Date.

(Requested by Stella Gurnee, Finance)

Mayor Via opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION

2019-R-57

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2019 - 2020; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2019 - 2020; AND

PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill of Volusia County, Florida, on September 9, 2019, held a public hearing for the tentative budget as required by Florida Statute 200.065; and

WHEREAS, The City of Holly Hill of Volusia County, Florida, on September 24, 2019, held a public hearing for the final budget as required by Florida Statute 200.065; and

WHEREAS, the City of Holly Hill of Volusia County Florida, set forth the appropriations and revenue estimate for the Budget for Fiscal Year 2019-2020.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

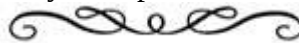
SECTION 1. That the City Commission of the City of Holly Hill, Florida pursuant to the Charter of the City of Holly Hill and Chapter 166, Florida Statutes, does hereby adopt the Final General, Enterprise and all other related Fund Budgets, which are attached hereto and incorporated herein as Exhibit "A" which may later be amended by the City Commission.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 24th day of SEPTEMBER, 2019.

Enacted and approved this 24th day of September, 2019, in Holly Hill

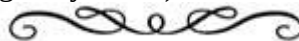


3. POSITIVITY AWARD - KELLY FERGUSON

1.

Positivity Award - Kelly Ferguson

(Requested by Valerie Manning, City Clerk)



4. PUBLIC COMMENTS

No one spoke.

5. APPROVAL OF MINUTES

1. -DOC-2019-13

Minutes - September 9, 2019 Regular City Commission and First Reading of Budget Meeting

(Requested by Valerie Manning, City Clerk)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 24th day of September, 2019, in Holly Hill



6. **CONSENT AGENDA - ITEMS (1 - 8)**

Mayor Via asked if anyone in the audience wished to speak on any item on the Consent Agenda or if any member of the Commission or staff if they would like to remove an item.

Mr. Forte stated he would like to remove Item #2, Resolution 2019-R-59 for further discussion.

Commissioner Penny stated he would like to remove Item #5, Property, Casualty, Worker's Compensation and Business Liability Insurance Bid Award for further discussion.

Motion for Items 1, 3, 4, 6, 7, and 8.

*Commissioner Penny made a motion to **APPROVE** Items 1, 3, 4, 6, 7, and 8 on the Consent Agenda, seconded by Commissioner Danio.*

Mayor Via opened up public participation. No one spoke.

PASSED, 5-0.

Discussion on Item # 2, Resolution 2019-R-59:

Mr. Forte stated this Resolution is for the city to purchase vehicles off of the Statewide Sheriffs Contract. The city would typically buy vehicles off that contract and it's not just police vehicles, it's different types of vehicles that are on that. He would like the Commission to go ahead and approve this Resolution authorizing the city to make the vehicles purchases from this Sheriffs contract but at the same time he would also like to waive the procurement process and authorize the Public Works Director to negotiate with local car dealerships a potential better price. Very often, the Sheriffs contract is the best price that you can get but in many cases it's a convenience pricing and there are times that you can negotiate a price that is better than what's on the Sheriffs contract. He would like to go ahead and approve that contract but also do a motion waiving the procurement process and authorizing the Public Works Director to negotiate with local auto dealers for a better price on these same vehicles.

Mayor Via opened public participation. No one spoke.

*Commissioner Johnson made a motion to **APPROVE** Resolution 2019-R-59, seconded by Commissioner Danio.*

PASSED, 5-0.

Commissioner Johnson made a motion to WAIVE THE PROCUREMENT PROCESS FOR VEHICLE PURCHASES AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO NEGOTIATE WITH LOCAL AUTOMOTIVE DEALERS FOR THE VEHICLES THAT ARE ON THE PURCHASE LIST AT A PRICE LESS THAN WHAT COULD BE ON THE SHERIFFS CONTRACT, seconded by Commissioner Penny.

Mayor Via opened public participation. No one spoke.

PASSED,

5-0.

1. -2019-R-58 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Price Agreements for the Purchase of the Fiscal Year 2020 Supply of Waste Water Treatment Chemicals for the Public Works Department and Authorize the City Manager to Execute Any Necessary Price Agreements; and Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION

2019-R-58

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2020 SUPPLY OF WASTE WATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PRICE AGREEMENTS FOR THE SOLE SOURCE PURCHASE OF THE FISCAL YEAR 2020 SUPPLY OF WASTE WATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is in need of chemicals for the waste water

treatment; and

WHEREAS, the City has secured sole source pricing agreements utilizing sole source procurement method permitted under the City's purchasing guidelines; and

WHEREAS, By section 30-71 of the Holly Hill Code of Ordinances; "Where there is a single source, where standardization is determined to be in the best interest of the city, or where solicitation of bids is otherwise deemed to be inappropriate, the purchase of supplies, equipment and contractual services may be made by negotiation without regard to the cost. Negotiated contracts with a cost in excess of \$25,000.00 must be approved by the City Commission prior to execution by the city"; and

WHEREAS, the City Commission approves the price agreements for the purchase of Fiscal Year 2020 supply of waste water treatment chemicals for the Public Works Department.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission does hereby approve price agreements for the purchase of the Fiscal Year 2020 supply of waste water treatment chemicals for the Public Works Department and authorizes City Manager to execute any necessary price agreements.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 24th day of SEPTEMBER,

2019.

Enacted and approved this 24th day of September, 2019, in Holly Hill



2. -2019-R-59 Resolution

A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for the Purchase of Vehicles, Equipment, and Services Using the Florida Sheriffs Association Cooperative Purchasing Program, Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for a Savings Provision; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	John Penny, District 1 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

**RESOLUTION
2019-R-59**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR THE PURCHASE OF VEHICLES, EQUIPMENT, AND SERVICES USING THE FLORIDA SHERIFFS ASSOCIATION COOPERATIVE PURCHASING PROGRAM, PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR THE PURCHASE OF VEHICLES, EQUIPMENT, AND SERVICES USING THE FLORIDA SHERIFFS ASSOCIATION COOPERATIVE PURCHASING PROGRAM, PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill desires to purchase vehicles under the Florida Sheriffs Association Cooperative Purchasing Program, under the same terms and applicable conditions as that agreement; and

WHEREAS, Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form inter-governmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts; and

WHEREAS, the City Commission of the City now desires to (i) authorize and approve the form of the contract by the Florida Sheriff Association Cooperative Purchasing Program, any exhibits attached thereto, and any other related documents and, (ii) the execution and delivery of the documents and (iii) provide additional limited general authority; and

WHEREAS, the City has determined that in this circumstance, piggybacking onto an agreement entered into by the Florida Sheriffs Association, is the most economically advantageous way to procure these goods and services; and

WHEREAS, the City has performed all acts, conditions, and things relating to the acquisition of the software as are required by the Constitution and Laws of the State of Florida, and the Charter and Code of Ordinances of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. AUTHORITY FOR RESOLUTION. This Resolution is adopted pursuant to Article VIII, Section 2, of the Constitution of the State of Florida and Chapter 166, Florida Statutes, (collectively, the "Act")., as well as the City Charter and Code of Ordinances.

SECTION 2. DEFINITIONS. As used herein:

- (a). "City" means the City of Holly Hill, Florida.
- (b). "City Manager" means the City Manager of the City or designee.
- (c). "Clerk" means the Clerk of the City or designee.
- (d). "Finance Director" means the Finance Director of the City.
- (e). "Mayor" means the Mayor of the City or in the Mayor's absence or unavailability the Vice-Mayor.
- (f). "City Attorney" means the City Attorney of the City or designee.

SECTION 3. FINDINGS AND AWARDS.

(a). The findings and declarations of the City contained in the above WHEREAS clauses are hereby incorporated as a part of this Resolution.

(b). It is in the best interest of City and its inhabitants to contract with Deland Nissan and

ARS Powersports purchase of vehicles and equipment.

(c). It is hereby ascertained, determined and declared that in light of prevailing and anticipated market conditions, it is in the best interests of the City to enter into a contact Deland Nissan and ARS Powersports purchase of vehicles and equipment.

SECTION 4. Authorization of Contract. The forms of the scope of services and contract documents attached hereto, Exhibit A, or as may be required to be modified are hereby approved. The Mayor is hereby authorized to execute said agreement for vehicle and equipment purchase, in substantially the forms attached hereto. The total cost shall be based on individual work assignments made by the City to Deland Nissan and ARS Powersports.

SECTION 5. Additional Authorizations Concerning the Scope of services and Contract. The City Manager, or designee(s), are hereby charged with the responsibility for implementing the agreement for purchase of vehicles and equipment.

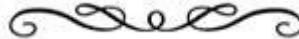
SECTION 6. SEVERABILITY. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 7. CONFLICTS. All resolutions of the City or parts thereof in conflict herewith, if any, are hereby repealed to the extent of such conflict.

SECTION 8. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 24th day of SEPTEMBER, 2019.

Enacted and approved this 24th day of September, 2019, in Holly Hill



3. -2019-R-60 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute a Renewal Lease Agreement with the Boys and Girls Club of Volusia and Flagler County; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION**2019-R-60**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A RENEWAL LEASE AGREEMENT WITH THE BOYS AND GIRLS CLUB OF VOLUSIA AND FLAGLER COUNTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

Enacted and approved this 24th day of September, 2019, in Holly Hill



4. -2019-R-61 Resolution

A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for Structure Cleaning Services with US Submergent; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for Severability; and Providing for an Effective Date.

(Requested by Stella Gurnee, Finance)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION**2019-R-61**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR STRUCTURE CLEANING SERVICES WITH US SUBMERGENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR STRUCTURE CLEANING SERVICES WITH US SUBMERGENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill desires to enter into a like contract for

Structure Cleaning Services with US Submergent under the same terms and applicable conditions as that prior agreement entered into by the City of Orlando; and

WHEREAS, Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form inter-governmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, the City of Holly Hill desires to retain the services of US Submergent in accordance with the pricing established in the City of Orlando contract for Structure cleaning services; and

WHEREAS, pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts; and

WHEREAS, the City Commission of the City now desires to (i) authorize and approve the form of the contract between the City of Orlando and US Submergent, any exhibits attached thereto, and any other related documents and, (ii) the execution and delivery of the documents and (iii) provide additional limited general authority; and

WHEREAS, the City has determined that in this circumstance, piggybacking onto a contract entered into by US Submergent is the most economically advantageous way to procure these goods and services; and

WHEREAS, the City has performed all acts, conditions, and things relating to the acquisition of the software as are required by the Constitution and Laws of the State of Florida, and the Charter and Code of Ordinances of the City; and

WHEREAS, the City of Holly Hill has determined that the City of Orlando bid will meet the needs of the City to provide structure cleaning services to the City; and

WHEREAS, US Submergent has previously entered into a contract with the City of Orlando for structure cleaning services on June 11, 2018 (attached as Exhibit A hereto).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. Authority for Resolution. This Resolution is adopted pursuant to Article VIII, Section 2, of the Constitution of the State of Florida and Chapter 166, Florida Statutes, (collectively, the "Act")., as well as the City Charter and Code of Ordinances.

SECTION 2. Definitions. As used herein:

- (a). "City" means the City of Holly Hill, Florida.
- (b). "City Manager" means the City Manager of the City or designee.
- (c). "Clerk" means the Clerk of the City or designee.

- (d). "Finance Director" means the Finance Director of the City.
- (e). "Mayor" means the Mayor of the City or in the Mayor's absence or unavailability the Vice-Mayor.
- (f). "City Attorney" means the City Attorney of the City or designee.

SECTION 3. Findings and Awards.

(a). The findings and declarations of the City contained in the above WHEREAS clauses are hereby incorporated as a part of this Resolution.

(b). It is in the best interest of City and its inhabitants to contract with US Submergent Inc. for structure cleaning services.

(c). It is hereby ascertained, determined and declared that in light of prevailing and anticipated market conditions, it is in the best interests of the City to enter into a contact with US Submergent.

SECTION 4. Authorization of Contract. The forms of the scope of services and contract documents attached hereto, Exhibit A, or as may be required to be modified are hereby approved. The Mayor is hereby authorized to execute said agreement for structure cleaning services, in substantially the forms attached hereto. The total cost shall be based on individual work assignments made by the City to US Submergent.

SECTION 5. Additional Authorizations Concerning the Scope of services and Contract. The City Manager, or designee(s), are hereby charged with the responsibility for implementing the agreement for structure cleaning services.

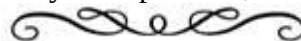
SECTION 6. SEVERABILITY. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 7. CONFLICTS. All resolutions of the City or parts thereof in conflict herewith, if any, are hereby repealed to the extent of such conflict.

SECTION 8. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption and the project grant award from the State of Florida Department of Environmental Protection.

APPROVED AND AUTHENTICATED on this 24th day of SEPTEMBER, 2019.

Enacted and approved this 24th day of September, 2019, in Holly Hill



5.

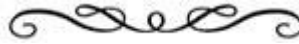
Property, Casualty, Worker's Compensation and Business Liability Insurance Bid Award
(Requested by Stella Gurnee, Finance)

Commissioner Penny asked to pull Item #5 because he will not be voting on it because he has a conflict of interest. *(Commissioner Penny has filed FORM 8B - Memorandum of Voting Conflict for Municipal Officers with the City Clerk, which will be included in these minutes)*

Mayor Via opened public participation. No one spoke.

RESULT:	APPROVED [4 TO 0]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Currie, Danio, Johnson
ABSTAIN:	Penny

Enacted and approved this 24th day of September, 2019, in Holly Hill

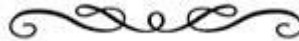


6.

Annual Consumer Price Increase for Waste Pro

(Requested by Antoine Khoury, Public Works)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson



7.

Memorandum of Understanding (MOU) - Between Law Enforcement Technology, Training & Research and the Holly Hill Police Department for the Usage of The FINDER Database System for FY 2019-2020

(Requested by Steve Aldrich, Police)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

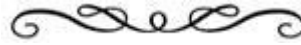


8.

MOU (Memorandum of Understanding) National Association of Government Employees (NAGE) and the City of Holly Hill

(Requested by Joseph Forte, City Manager)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson



7. REGULAR AGENDA

1. -2019-O-3022 Ordinance

SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcel Described in Exhibit "A" from MPUD (Mixed-Use Planned Unit Development) to MPUD (Mixed-Use Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Brian Walker, City Planner)

Brian Walker, City Planner shared his staff report with the Mayor, Commissioners, and staff. Attorney Michael O. Sznajstajler with Cobb Cole, 149 S. Ridgewood Avenue, Daytona Beach was present on behalf of the applicant, Madison Bay, LLC to answer questions and showed a PowerPoint presentation and an overview video of the proposed project for 3rd Street and Ridgewood Avenue. *(A copy of this agenda item/meeting is available upon request to the City Clerk).*

Attorney Simpson suggested they disclose any ex parte communication, which is communications they've have outside the meeting with individuals.

Commissioner Penny disclosed that he's spoken to Christine Capers about this.

Commissioner Danio disclosed that he spoke to a father and son that came into his restaurant and the son lives on Miriam Avenue.

Mr. Forte stated he thinks it would also be good if they allowed the applicant to do their presentation because that may address some of the Commissioners questions or raise other questions. As they get into their discussions about this, he just wants to remind the Commission that the information that they receive as they're sitting in a quasi-judicial manner, is they're sitting there like a judge and they're going to base their decision on the information and the evidence that is presented before them this evening that's in a substantial competent format. In other words, a rumor or an individual's opinion that is not based on fact, is not really to be taken into consideration as you make your judgment or decisions.

Mayor Via disclosed that he spoke to Christine Capers about the property.

Blackriver, LLC, owner Mr. Stacy Banach was present to answer questions from the Mayor, Commissioners, staff if needed, along with the assistance of Attorney Sznajstajler from Cobb Cole and John Rainey was present as well.

(A copy of this agenda item/meeting is available upon request to the City Clerk).

Mayor Via opened public participation.

The following individuals spoke to the Mayor and Commissioners: Christine Capers,

1440 Riverside Drive and owns 322 Ridgewood Avenue, Holly Hill; Tony Starita, Big Tony's Chopp Shop, 322 N. Ridgewood Avenue, Holly Hill; Camille Ingham, 334 and 336 Daytona Avenue, Holly Hill; Heidi Heller, 460 Ridgewood Avenue, Holly Hill; Gilles Blais, 710 Magnolia Avenue, Holly Hill; Barbara Starita, co-owner of Big Tony's Chopp Shop, 322 N. Ridgewood Avenue, Holly Hill.

Mayor Via closed public participation.

Attorney Michael O. Sznajstajler with Cobb Cole, 149 S. Ridgewood Avenue, Daytona Beach, addressed the public's questions and concerns at this time and discussion amongst the Mayor and Commissioners.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS]	Next: 10/8/2019 7:00 PM
MOVER:	Penny Currie, District 2 - Commissioner	
SECONDER:	John Penny, District 1 - Commissioner	
AYES:	Via, Penny, Currie, Danio, Johnson	

ORDINANCE

2019-O-3022

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT "A" FROM MPUD (MIXED-USE PLANNED UNIT DEVELOPMENT) TO MPUD (MIXED-USE PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT A FROM MPUD (MIXED-USE DEVELOPMENT DISTRICT) TO MPUD (MIXED-USE DEVELOPMENT DISTRICT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes; and

WHEREAS, the City Commission, as authorized by 163.3202, Florida Statutes, has enacted and does enforce the Land Development Regulations, based on, related to, and as a means to implement its adopted comprehensive plan; and

WHEREAS, the Holly Hill Board of Planning and Appeals has recommended

that the requested rezoning be granted; and

WHEREAS, the City Commission has determined that it is necessary to amend its Land Development Regulations as herein provided in order to more effectively implement and is consistent with its adopted comprehensive plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The Official Zoning Map of the City of Holly Hill is hereby amended to designate the property described in Exhibit A as MPUD (Mixed-Use Development) pursuant to the provisions contained in the attached Development Agreement, attached to this Ordinance as Exhibit B and incorporated in this Ordinance by reference.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 3. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 4. That this Ordinance shall become effective upon recording.

APPROVED AND AUTHENTICATED on this 8th day of OCTOBER, 2019
for second reading.

EXHIBIT "A"

LEGAL DESCRIPTION

Legal Descriptions

42440123-0150 (0.70 AC +/-):

W 153 FT OF LOTS 15 & 16 BLK 23 M & C HOLLY HILL MB 2 PG 90 PER OR 4860 PG 0435 PER OR 5629 PG 2641-2642

AND

42440123-0170 (0.97 AC +/-):

W 245 FT OF LOTS 17 & 18 EXC ST BLK 23 M & C HOLLY HILL PER OR 4860 PG 0435 PER OR 5629 PG 2641-2642

AND

PID# 42440123-0130 (3.23 AC +/-):

LOTS 13 & 14 EXC RD & LOTS 15 & 16 EXC W 153 FT & E 85 FT OF LOTS 17 & 18 & W 180 FT OF LOT 20 & OF S 80 FT OF LOT 21 BLK 23 M & C HOLLY HILL PER OR 3847 PG 1209 PER OR 5593 PG 4601

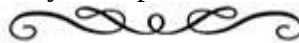
AND

A PORTION OF 42440123-0220 (0.47 AC +/- OF THE TOTAL 0.91 AC +/-):

N 20 FT OF LOT 21 & LOT 22 BLK 23M & C HOLLY HILL PER MB 2 PG 90 PER OR 5601 PG 2923-2924

EXHIBIT "B"**DEVELOPMENT AGREEMENT**

Enacted and approved this 24th day of September, 2019, in Holly Hill

**8. PUBLIC HEARINGS - NONE****9. COMMUNICATIONS****A. City Manager & Staff Comments**

Mr. Forte stated he wanted to mention this during the budget discussion and he just wanted to make them aware that in the Police Department they converted the, there was several dollars that were assigned to the part-time Police Officer budget and staff reduced that significantly to create a full-time Police Officer position that will work specific shifts. They talked about that during the budget presentation but he just wanted to confirm that, that's the direction that staff went in and so the Commission will see the employee count increase by one FT. Mr. Forte updated the Commission on the ECHO Grant for the Pickleball and the city is applying for the grant. The Martins have hired

Theresa to apply for the ECHO Grant. In doing that, they discovered two things. They have to do an amendment to the old ECHO Grant that was put on that property several years ago so she's working on doing that but the other thing that he thinks is more important that he needs the Commissions position on is in order to apply for that ECHO Grant, the fees that are charged to those that are participating have to be level across all persons in the County. In the agreement that the city has with the Martins, they agreed to allow Holly Hill residents to pay a discounted rate. If they are going to apply for an ECHO Grant, you can't do that. Everybody has to pay the same. Mr. Forte stated he needs the Commissions direction if they want them to move forward with the ECHO Grant, he will have to bring back the agreement with the Martins to eliminate that clause that allows for discounts for Holly Hill residents. If the Commission doesn't want to support eliminating that then the city would have to withdraw their ECHO Grant.

Mayor Via asked did the city already apply for it? Is it in the process?

Mr. Forte stated it's in process.

Commissioner Danio asked can they do a bait and switch with the Martins?

Mr. Forte stated he doesn't understand what a bait and switch is. He's not sure what that means.

Commissioner Danio asked can they do some incentives with the locals with the amount of times that they rent so that their fees are the same?

Mr. Forte stated they can't do anything different for locals that they can't provide to everybody else that's participating. They have to provide the same benefits to all.

Commissioner Penny asked what's the amount of the ECHO Grant that the city is applying for?

Mr. Forte stated \$400,000 coming from the grant.

Commissioner Penny stated so it's \$400,000 that the city would get from this grant would far offset any potential discount to the citizens. Let's say the city has to supplement the...if the city doesn't get the grant, the city may be asked to contribute more money to this project. His point is, it's better to go for the \$400,000 grant and offset, maybe, a \$20 discount that 50 of their citizens might be receiving.

Mayor Via stated if they all remember, his sticky point with the whole project was that they made sure they got that discount for their citizens because the city is paying for it. He will agree with the Commission that the \$400,000 with the budget for this going up and up and up, for the city to have to pitch in another \$400,000, that completely outweighs maybe a \$20 discount. He agrees with Commissioner Penny.

Mr. Forte stated he needs to clarify those comments a little bit. The \$400,000 that the city is getting from the ECHO Grant is going to reduce the Martins portion of the payment.

Mayor Via stated, correct.

Mr. Forte stated now that's not to say the Martins wouldn't come back again and say they need more from the city so it does help the overall project.

Commissioner Penny stated it's not reducing the city's commitment.

Mr. Forte stated, correct.

Mayor Via stated and he thinks the point is too, is that if the city was not to get this ECHO Grant for any number of reasons then the city could still hold the original agreement in place or would the city completely change it and not be able to go back to that?

Mr. Forte stated to answer what you're getting at, is if we fail to obtain an ECHO Grant, can we convert back to the old agreement? He would say that's a verbal agreement that the city would have with the Martins and they would have to put that agreement back in place but going forward, in order to comply with terms and conditions of this application process, the city needs to change the agreement.

Mayor Via stated, okay.

Mr. Forte stated he will bring the agreement back and they can take action on it at that time. The last thing that he has is the city received a request for the *Cruisin' The Hill Car Show* on Saturday, October 26th. The city waived the application fees for Tony Cassata to put in for the special event. They tallied up what the city's cost would be for two Police Officers, two custodians, and half the cost of the portlets, which is what the city would be providing to the project for that day and that comes to just under \$1200.00. He sent that to Mr. Cassata and it was his intention to ask the city to pay for these expenses. Mr. Forte stated he needs to get Commission direction on that.

Tony Cassata, 7 Echo Wood, Ormond Beach, passed out a spreadsheet to the Mayor and Commissioners at this time. Mr. Cassata stated three years ago at Trunk or Treat he was asked by a City Official said, "hey, you do cars don't you?" and I said, "Yes, I love them." The official said, "we used to have a car show, like to have another one." Anyway, they all came into an agreement and moved it from across the street to the front and at that point in time, the City Commission, Mayor and Mr. Forte took the fees and said, "we'll eat them." It sounds like the budget is balanced so what he's asking the Commission and the Mayor, is that he would like to go forward with the car show. If the Commission says no, he'll pay it and this year and he'll be done. He wants to ask the Commission for a (3) three-year commitment starting this year to go forward with what we're doing. If the city wants to promote it, put it on, he'll come and work for them. He doesn't have a problem with that. He will let the city do it. People have asked about sponsors. They've had \$2230 in sponsors last year. "Well, who sponsored it?" Bob Space Racers, Best Place Trailers, O'Reilly's." The ice cream truck didn't pay any rent. He wants him in all his shows. There was \$18.00 left last year. They put it in the jar with the rest of the money that was collected here and split it between the two schools. He is asking the Commission for a (3) year deal. If they don't see fit, he'll pay the \$1100 this year, he doesn't have a problem with it but then he's done. Mr. Cassata stated when we started this and I can show them where one gentleman came to our first show in 2017 bought a house on Riverside Drive so he can be here for the show. He wasn't a resident when he came here but he is now.

Commissioner Currie asked what is the amount that he is looking for a commitment for

the next three (3) years.

Mr. Cassata stated \$1100.

Commissioner Penny stated he's not looking for money, he's looking for...

Mr. Cassata stated he's not looking for money.

Commissioner Currie stated he's looking for the services.

Mr. Forte stated those are the numbers for providing in-kind services for personnel.

Mr. Cassata stated Police Chief, this year since we're not using across the street for parking, do you think we could get by with one officer? Would you feel comfortable with that?

Police Chief stated we could get by with one officer.

Mr. Cassata stated so there we cut off another \$300.

Mr. Forte stated he doesn't know that he would agree with that because they are going to be crossing Daytona Avenue and doing parking over there.

Mr. Cassata stated okay, whatever the city wants to do. It's fine with him. That's what he's asking the Commission for. He's not asking for a year. When he started this, he thought they were going to be partners (the city and himself). If the city wants to make money, he'll go out and sell them \$10,000 worth of sponsorships, no problem. Somebody asked him in this room a couple of years ago, "how are you going to make money off of this?" He's not in it to make money. He loves cars. He loves the group of guys and girls that they have and that's what it's about for him. He doesn't need the money. He's worked all his life. He's got his money. He doesn't need to make \$1,000 off a car show. He loves sitting with the guys and girls. Some of them are here tonight, some couldn't come. Some of them are upset about it. "Why would they ask you for it now?"

Mr. Forte stated just so that Mr. Cassata is clear, and not that he gets mad at him, he doesn't have the authority to do this without the Commission's approval.

Mr. Cassata stated that's alright, he understands and he's not saying that he does.

Mr. Forte stated he just needs approval to go ahead and do something like that.

Mr. Cassata stated one other thing he would like to bring up to Mr. Forte. Has the Pickleball people been invited to come to the Car Show to set up a table or booth.

Mr. Forte stated we can invite them to anything we can possibly get them involved with.

Mr. Cassata stated he doesn't want them to send him a check for a booth.

Mr. Forte stated they'll get them there and let them do displays while they are there.

Mr. Cassata stated, exactly.

Mr. Forte stated depending upon any decisions that the Commission makes on the offer that Mr. Cassata threw out on the table is a three (3) year commitment, his only question is what happens after three years? Do you stick with it or does it fall apart?

Mr. Cassata stated you mean, like give up doing the car show?

Mr. Forte stated, yes.

Mr. Cassata stated no, he wouldn't give it up unless he's ill.

Mr. Forte stated so, we're growing it is what you're saying?

Mr. Cassata stated he wants to keep it going, yes.

Mr. Forte stated he doesn't want the Commission to quote the dollar amount because he doesn't know what that will be because that may change on whichever officer shows up. What he's looking direction for is to authorize the city to assign two (2) Police Officers and two (2) custodians, and they will share the cost of the portlets because the city will be using them on Friday night.

*Commissioner Johnson made a motion to **APPROVE** authorizing the city to assign two (2) Police Officers and two (2) custodians, and they will share the cost of the portlets since the city will be using them the night before for Trunk or Treat event, seconded by Commissioner Currie.*

PASSED, 5-0.

B. City Attorney Comments
No comments.

C. Mayor's Comments
Mayor Via thanked staff for their work on the new website, looks good. Congratulated Gina for her grand opening. Thanked the applicant for being here and answering all the Commissioners questions about the project.

D. City Commission Comments
Commissioner Danio wished his mom a happy birthday.

Commissioner Johnson mentioned Holly Hill is moving forward; looking good.

Commissioner Penny thanked all the residents for coming out tonight and speaking on the project tonight.

Commissioner Currie thanked all the residents for coming out tonight. Proud of the city and have grown so much.

10. ADJOURNMENT

The meeting adjourned at approximately 9:30 PM.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • SEPTEMBER 24, 2019

Large Conference Room

Work Session

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Chris Via	Mayor	Present	
John Penny	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John C. Danio	District 3 - Commissioner	Present	
Roy Johnson	District 4 - Commissioner	Present	

2. SOCIAL MEDIA DISCUSSION

1.

Social Media Discussion

(Requested by Valerie Manning, City Clerk)

Mr. Forte stated the social media was brought to the Commission and it was decided to do a workshop on it. Mr. Gutauckis has been to a couple of conferences and learned a little bit more about social media and what the city should and shouldn't be doing. This is a good opportunity to run through the policy and see what concerns that the Commission has. This is a policy that the city will end up instituting and applying to the employees but some access to the policy will apply to the elected officials because it's talking about the city's social media pages.

Scott Gutauckis, Information Technology Director, played a video for the Mayor and Commissioners that relates to the elected officials part as far as social media goes. The other two videos will be handled by the city's social media policy because in their social media policy they are going to be very specific about what our purpose is on social media. Within the city's policy, they won't be able to have people that are abusive or slanderous or stuff like that, where those comments can be taken down but yet still have to be recorded. As it stands right now, the city's Facebook page, while it allows you to comment, nobody sees those comments except for the person making the comment and the way the city does that is, Facebook allows us to put in as many words that we want to strike out. Basically, he has two or three thousand words in this list, which makes it impossible for anyone to get a comment on the website. That's why sometimes you will go on there and see where somebody made one comment or two comments and you click on it and there's nothing there but if they go to their page, they see it.

Mayor Via asked if it doesn't trigger one of those certain words that we have then it's

allowed to be posted? It would be out there?

Mr. Gutauckis stated, correct.

Mayor Via stated there's still a lot of comments that show.

Mr. Gutauckis stated he was getting ready to say the Holly Hill Police Department page, they allow comments.

Mayor Via asked even cursing?

Mr. Gutauckis stated, yes. As far as he knows.

Chief Aldrich stated those come down.

Mr. Gutauckis stated the city doesn't have a policy yet that would allow them to remove that comment so therefore, if the city were to remove it, we could be held liable in the court and they would say the city abused their First Amendment Right, which is what they did when they went to go after President Trump when he was blocking people. That was the issue there. In the city's case, whatever social media policy that they go with, one of the main things that Attorney Simpson had said was that the city needed to designate our social media as a limited public forum, which basically means it's not a free for all. You don't get to just post stuff up there whatever you want. It has to be specific. It's not for campaigning. It's not for attacking your neighbor. It's not for attacking employees. It's basically, a way for the city to get information out to its citizens in a helpful and beneficial manner. His main concern was making sure that our elected officials realize that even if you're not on the city's website or our Facebook page, if you're commenting together on somebody else's, that can be construed as (*not audible*) and you can be held liable for that and it makes it more difficult because now he gets a public records request and he doesn't have control over it and he may not even know the person the elected official may have been talking to so he can't produce the public record and now the Attorney General wants to know why and he would have to say, "this is why". Just be very careful about doing those things.

Mayor Via stated and also never delete anything.

Mr. Gutauckis stated that's his second thing. Definitely, don't ever delete something. He recommends if you still have them or did have them or don't have them, create an elected official page. Don't post from your personal pages because this way when the city gets a public records request, you sure don't want him going through all of your Facebook posts. The elected officials can simply hand over their account information if you're an elected official or he can tell them how to do it if they don't know how to do it, and give that information to the city. It would make it a lot easier if they had their own publicly official page. They can put the same thing they have on their personal page but just make it city business only. Mr. Gutauckis asked if any of them read the policy and if they had any comments.

Mayor Via stated he saw the original social media policy but this wasn't in their packet.

Mr. Gutauckis stated this was the one, this came from the same website that he got from Northport and modified it for our use. Like he told Mr. Forte, if they read through all of this and said "I like that one better", which according to Mr. Forte, Attorney Simpson likes the City of Crestview better then he can simply go in there and replace everywhere it says Crestview with Holly Hill and modify it specifically for Holly Hill and that's what they can do. Staff is looking for some guidance from the Commission if they have any.

Mr. Forte stated (*not audible*) has a good policy and it will be the same for no matter what they're dealing with. It's a matter of everybody understanding what the expectation

is, what you can do, what you can't do. The city is going to hold its employees accountable for it. He thinks what happens is when they started to bring the social media policy forward at a Commission meeting, someone said, "well, does this apply to the elected officials?" The answer to that at the end of the day is, yes, it's going to apply to the elected officials and that's what brought them to this conversation.

Commissioner Danio asked do they have to have any of this stuff being an elected official?

Mr. Gutuackis stated no, they don't have to have it. They don't have to be on social media.

Commissioner Currie stated everything that goes on in the city though, is pretty good about putting it on Facebook. She sees stuff posted all the time and she ends up sharing it. She's safe too because the city has the record. She thinks the city is doing a good job with posting what's going on within the city.

Mr. Forte stated they can be better. Providing stuff out there that's more timely.

Commissioner Currie stated what she's getting at is she doesn't really know why the city would want to take a chance at all having...her account is her personal account but also her political account because there's residents on there. She let's just about anybody on her Facebook now.

Mr. Gutauckis stated where you run into a problem is when you allow everybody on your personal page and then they start bashing you and you don't like what they say, you can't just take it down.

Commissioner Currie stated, okay.

Mr. Gutauckis stated you have to leave it up there whether you like it or not.

Commissioner Currie stated now, since it's her personal page, can she delete people?

Mr. Gutauckis stated, no.

Mayor Via stated, no. If it's only personal and you're not using it for city business but if you're using it for city business then it has to be open to...

Commissioner Danio stated that's why Mr. Gutauckis is recommending getting two accounts.

Commissioner Penny stated they shouldn't be liking or sharing on Facebook. They shouldn't have an opinion on Facebook. There should be one message coming from the city. There's so much at risk as them as elected officials to even like something. This thing is so multifaceted. He mentioned to Mayor Via after the last Commission meeting how much he appreciated him not going on social media during the hurricane duration because Commissioner Penny has other friends on Facebook who are elected officials and they were telling people information and there was no unified message from the city. Short of Holly Hill having a PIO, which Holly Hill doesn't, he thinks they need to rely on Mr. Gutauckis and making whoever is in charge to post information.

Mr. Gutauckis stated what staff has decided is that he will be the primary and Mr. Conte will be the secondary during hurricanes.

Mr. Forte stated outside of hurricanes, he has Scott, Nick and Val that will have administrative rights to Facebook that will post things on a regular basis. The relationship with Cindy Delecki will end in October 2019. He thinks they can handle it internally.

Commissioner Currie stated she has another concern and that is when people were complaining about the speeders in one of those neighborhoods and the Mayor was on there saying stuff and she couldn't say anything because she knew she wasn't going to

get herself into trouble, those are the things that she's concerned about. That and then all of the negative comments that spur from that, that they really can't get a hold of and then misinformation from that because there was a lot of misinformation off of that, off of street paving. There was some misinformation that. There was some, "oh, we like what you're doing but we thought this one and this one should be done." You can get yourself into trouble.

Mr. Gutauckis stated what he's going to do and what he wants to do is after they adopt an actual policy and he has the law, he's going to take all of that out so people can comment. The main thing they talk about and that was part of the webinar was the use to spread rumors.

Mr. Forte stated not often and this is the problem and he's spoken to the Mayor about this and we've both agreed that we're not going to agree on this but there are a lot of people that post things on social media pages that are just flat out wrong but he's not in a position to go out and correcting them. He doesn't believe that's his role.

Commissioner Currie stated that's her concern. The Mayor goes out videotaping about the streets being paved.

Mr. Forte stated, aside from that.

Commissioner Currie stated and that was a great thing but it should have been posted on the city's Facebook page. Then people started posting about the paving and what streets should have been done.

Mr. Forte stated unless he has someone continuously monitoring social media pages to where every time someone makes a comment that's incorrect and then we correct it, he doesn't think the city's in the business for that.

Commissioner Currie stated that's why she's suggesting that the elected officials try to refrain from doing that and sending it through the official Facebook page. If the Mayor wants to go out and videotape himself, let him do that and let Scott put it up.

Mr. Forte stated even if somebody comments on the official city's Facebook page about something that they're wrong about, he doesn't want to spend time correcting them.

Mayor Via stated he thinks, something very important at the heart of this matter is, and he hears what Commissioner Currie is saying and hears her frustration. They are all public officials but they all also have their First Amendment Right. Their number one job is their communication with their citizens. Period. That's their number one job. How he looks at social media may be a little different from the rest of the Commissioners because he's from a different generation. He grew up with it. Today, what social media is, is what the churches used to be. He wishes churches still were, where people congregate to talk about things. Mr. Forte and himself have had this conversation many times and Mayor Via agrees that it's not Mr. Forte's job to have to go out and find misconceptions and dispel them. But he thinks from the last few years, this Commission has wanted to be as transparent as possible, as open as possible, and to get information out. He thinks what has hurt Holly Hill for years and years, they were always behind the eight ball, was information. The city didn't own our Facebook, people could put whatever they wanted out there. The city is doing a better job of getting information out and look what's happening. He doesn't know if any of the Commissioners have heard but the talk of the whole County is Holly Hill. Everywhere he goes, there's compliments and people are really seeing the greatness of Holly Hill. They've always had great things in Holly Hill but we've never had a way to get them out. He looks at their job, all of us, we're

representatives of Holly Hill, everywhere we go, no matter what, any day of the week, whether we're out to eat with our family, we're representing Holly Hill. It's the same way in our social media. He hears what they're saying that it's just easier to get off. You're right. It's just easier to get off and go away and just let it be but also, what he would say is, we are the custodians of our public records. Ask the City Clerk how many times he has to send her voicemails. He's not sure if any of the Commissioners are sending their voicemails when somebody calls and says anything about the city, he's sending them to the City Clerk because it's public record. The same thing with all of his social media posts. He actually screen shots them and put them into a file at home so he has all of those on record. What he would tell them from his experience and he could welcome them all to go on and read them if they want, on the Holly Hill Group Page there has been a lot of misconceptions out there. People will put things out there that just aren't true. Nine times out of ten, he doesn't respond to it unless it's getting traction. When it does get traction, he will say something very measured, he usually waits hours and hours before posting, have doubled and triple checked. The conversation that Commissioner Currie brings up and he understands her frustration with like 100 comments about speed bumps and so, he went on there and said, "I will bring this up to the Commission to see how they feel about it." Before he commented on anything, before he liked anything, he made sure that none of the Commissioners had liked or commented on it. If Commissioner Currie were to comment on that earlier in the day because it took him ten hours to respond to it, if she were to comment on that, he wouldn't have ever responded. He would have brought it up that night at the meeting and said, "hey, I saw that you were in this, we need to talk about this as a Commission." He thinks first and foremost, they have to understand the rules associated with it and then they have to decide individually if they want to go ahead and create the headache of talking to their constituents and dispelling rumors if they come up. It's been his experience that he's been able to dispel a lot of rumors out there. Just in one group alone, the Holly Hill Neighborhood Watch, a lot. He posted because it's great news, the city is doing this paving project. The city needs to be gung-ho about telling everybody the city is paving because no one else in the County is doing a project like Holly Hill is, especially our size. He did a video that said, "hey look, we're paving; this is great news; all the props in the world to this Commission for moving the city forward and city staff, we're moving forward." He said all the information that was put out on the city's Facebook, all the text, he put it on there. There was over 100 likes on it. That's spreading that positivity, spreading the idea that Holly Hill is moving forward and we're a good place to be. Where he differs is, he doesn't want to give up his First Amendment Right to go out and be able to talk to his constituents and address them because that is their job. That's not their job. Their job is to do what the Commissioners tell them policy wise. He agrees with Mr. Forte that it's not his job to go out there and dispel rumors. That's the Commissioners jobs and if those rumors get big enough, all of the Commissioners will be out of office. Where, what they put out there, people disagree with, all of them would be out of office. It's the Commissioners jobs to go out there, he thinks, and to actually conversate with people and be able to let them know what's going on. Give them information. He is very measured in what he posts so he knows he's not putting...he's never put anything slanderous, he's never put out anything...in fact, how many times has he voted no and the Commission has voted yes? He doesn't go on Facebook and go, "that Commission

voted against me.” That’s not what this is. A decision is made whether who votes on it. When a decision is made, the Commission made that decision and he’s always been that way. If they’re going down the route of elected officials being able to talk or not talk to their constituents, he’s on the side of always that open communication.

Mr. Forte stated just one thing and they’ve mentioned this before, the concern that he has is, like the Mayor said earlier, he wants to correct when it gets to a certain level and his concern is if you’re going to correct this time, you need to correct all the time. How does an elected official respond to that comment but they’re not responding to my comment? That’s where he gets concerned. It’s either an all or nothing in his opinion.

Mayor Via stated in that case then it would just fall on him. So, it’s like that’s person boundary because he didn’t respond.

Mr. Forte stated it falls on you but you are the city.

Mayor Via stated but the difference is if there’s a rumor out there and he sees that, he’s not going to call the City Manager because he knows the City Manager won’t do it and say, “Joe, this has to be fixed.” He’s just not going to do that. In reality, maybe the other Commissioners want the rumor to be out there.

Mr. Forte asked how big does the rumor have to be in order to respond?

Mayor Via stated that doesn’t matter.

Mr. Forte stated that’s his point.

Mayor Via stated it doesn’t matter though.

Mr. Forte stated they’re only responding to some not all.

Mayor Via stated that doesn’t matter. There’s no law that he has to respond to everybody.

Mr. Forte, in fact I know, there’s people you don’t respond to. You know that. You don’t respond to everybody.

Commissioner Penny stated he applauds the Mayor for trying to answer all these questions. His concern is when do we respond and when do we not and is an individual elected officials response symbolic of the entire Commission? He knows the Mayor has been very careful of it but there may be some time where the Mayor has a personal opinion and you fire something off, which may not reflect the entire Commission. His concern is when he listened to this seminar, the only type of communication where there’s not a public records required is a conversation. He believes that if there’s a rumor on social media somewhere, his concern is that there’s a conversation going on out there about speed bumps and the Mayor puts a comment, “I’ll look into speed bumps; I’ll bring it up to the Commission”, that’s fair, right? And then Commissioner Penny joins this group three months later and someone asks him about speed bumps and he responds to it, now they have that meeting, they have that communication, even though it may have been three months apart, himself and the Mayor have communicated outside the Sunshine Law and someone comes to Scott and says they want a copy of that public record and then the city gets sued for that. Commissioner Penny stated his solution to it would be if you see the conversation there, you type back to the person, “please personal message me or contact me on my cell phone” then you have communication with the person because anything you put out there is out there forever. The City Clerk has to retain them forever and if it’s your private communication, the City Clerk doesn’t have to keep it. His concern is that if they pick up the phone and talk to the citizen, what a great way to communicate. Nothing gets lost. The written communication scares him. They need to be

transparent but by reacting to every situation, we may just create a bigger problem than it is.

Mayor Via stated he will say, even if you say, “hey, give me a phone call”, now it’s public record. If they respond it’s public record. What won’t be public record is their conversation to them so it won’t be your personal stance. That’s where it falls on each of us. If they choose not to conduct the way as a politician, that’s the way that you are. If an elected official chooses to engage and he chooses to engage, that’s the way that they do it and vice-versa.

Commissioner Penny asked how does he know that Commissioner Currie or the Mayor have never communicated on an issue? Does he have to go back seventeen years since Facebook was created and see if you ever responded to that group?

Mayor Via asked how do you know they don’t call each other in the middle of the night? It’s the same thing. They don’t have to look back...first off, he’s never violated the Sunshine Law and he’s never going to. Before he has ever commented on anything, he checks to make sure that nobody has commented and even “likes” can be construed as a possible. There hasn’t been any rulings that he’s aware of yet on that but it could be because someone “likes” something, someone said something and then if you agree to it. There is an impotence, there is the big criteria for all of the elected officials to make sure that’s not happening before they comment on anything.

Commissioner Currie stated she’s not saying she’s trying to take away the Mayor’s First Amendment Rights. She’s not saying she’s not trying to communicate their citizens. She’s not saying any of that because ever since she ran for office, that was her platform is better communication with her constituents. She’s said it every time she’s had to run. It’s obviously something very important to all of the Commissioners. She knows that they all communicate in different ways. The Mayor is bigger into social media than she is but she’s pretty big into because that’s how she has to communicate with her family up North. All she is saying is, the Mayor can do his videos, do whatever it is he wants to do to get information out, funnel it through the city’s website or the city’s Facebook, rather because that then takes out any other issues between the five of the Commissioners and it just goes through the city’s official Facebook page. The Mayor can communicate all he wants to, she’s not trying to limit that. For goodness sakes, she would never do that. We need to be able to do that but it needs to be done through the official Facebook page. That’s her whole point.

Mr. Gutauckis stated he can make it real simple for everybody. This would be his suggestion. Is that, when you’re on social media be factual and keep your opinions to yourself. Don’t have an opinion about something.

Commissioner Penny stated but if you like something that’s your opinion.

Mr. Gutauckis stated there’s no precedent with that whole “liking” thing but he can see it coming. He agrees with them because he gets it. If you’re on social media and to him doesn’t matter whether it’s someone said the toilet paper’s red and somebody said it’s blue but really it’s white. It’s a simple thing, right? It’s still a rumor. He thinks they can remain factual by dispelling rumors and setting people straight. They don’t have to give an opinion on whether you agree that this street should be paved or this one is paved because now what they’ve done is put it out there for the rest of the Commissioners or Mayor to see and that’s a problem. He thinks the best thing they can do is just be factual when we’re responding either as an employee or as an elected official. He thinks that

would help.

Mayor Via stated and never argue because you never win an argument.

Mr. Gutauckis stated, correct.

Mayor Via stated no matter what. If someone's arguing, they're going to be right no matter how many facts you give them. He has a strict policy, "never argue". He gives facts and that's it. He sees what they are saying but he disagrees. He likes to be quick to it and if...

Commissioner Currie stated well, now just told her earlier that it took you over ten hours to respond to the one (*not audible*) you were communicating about.

Mayor Via stated no, for instance...no, that's wrong. You're mixing my words. The video, for instance, he thought about what he was going to say for a few hours, he went and filmed it and immediately posted it within a couple of minutes. That's not fully right and he doesn't want to have to send this to the city every single time and then do they vet it? And what if you don't agree with the information I said? You're still going to have a problem.

Commissioner Currie stated well, she guesses if the Mayor doesn't like it that way then it's not going to change but then it just takes away her ability to also comment on those groups.

Mayor Via stated but it doesn't.

Commissioner Currie stated, yes it does.

Mayor Via stated no it doesn't. No. If she wants to comment, go ahead and comment if he hasn't commented. You go ahead and comment and then he can't comment.

Commissioner Penny stated the first one out blocks everyone else.

Commissioner Currie stated, exactly.

Mr. Gutauckis stated just be factual. Don't give opinions on things. If you remain factual, it won't matter.

Mayor Via stated and it won't matter who it came from.

Mr. Forte stated let him ask this question, the city put out a street paving list and some people were complaining that this should be paved or not paved.

Mayor Via stated specifically, Flomich.

Mr. Forte stated okay, so the city put out the fact, here's the list. What more needs to be said? Here's the list.

Mayor Via stated he responded to that, "we are going to pave Flomich. It is in our plan; the Commission has already talked, they've already agreed it is coming down the line. We're not paving it right now in this project, we're paving it."

Mr. Gutauckis stated and that was very factual.

Mr. Forte stated in his opinion, the only fact is the list that is being paved now because anything could happen to that list next month.

Mr. Gutauckis stated, right.

Mr. Forte stated that list can change.

Mayor Via stated on this particular issue, he would be very upset if that happened because on our list Flomich is number one and this Commission has talked about it. The only reason the city did not pave the road is because of the big trucks pulling onto...

Mr. Forte stated he's not saying it's not coming. He's just saying anything is possible.

Commissioner Currie stated anything can happen. Any plans for the future are just that.

Future goals is the way she's looks at it.

Mr. Forte stated that's all he's saying, is what's "now". He's not saying they're wrong, he's just saying he's concerned that something could change. Budgets change as they see all the time and that's why he was using it as an example. When Scott is saying just the facts, well the facts are here's the paving list. When is this other street going to get paved? He doesn't know that he would answer that.

Mayor Via stated he didn't. He didn't give a date. What he is trying to say is it was a factual event so that's the way that it is.

Nick Conte, Economic Development Director/CRA Coordinator stated there's times on the city page that he tags people on, and Scott, he may need some direction on because now he's asking the Commission to be involved in something with a story but he notices when Scott post something he doesn't tag people, which is probably better. Scott will just post a story but when he does it, he tags people but according to what he is reading, he won't be able to continue to do that.

Mayor Via stated, no but you're okay to do that unless the Commission is going to be voting on something. If it's a ribbon cutting...

Mr. Conte stated the Picktonna stuff, they did an aerial of that and there's still a lot of activity with that project but then he tags people in it.

Commissioner Currie stated she would rather have it on the city's page, herself. That's just for her.

Mr. Conte stated he's increasing viewers by tagging everybody but not probably good practice.

Mayor Via stated he doesn't think that's a violation.

Mr. Forte stated he can do whatever the Commission wants. He can go as far as hiring somebody that monitors all social media and responds to social media. The problem is unless you're sitting in my office and know everything that's going on at every moment to respond to these rumors, it's hard.

Commissioner Penny stated keep in mind on Facebook, it sounds to him, that the city has a Facebook page with very few viewers, members or likes or whatever it's called. Mr. Conte is doing his best to get the message out so he's tagging all of the Commissioners and Mayor to get his twelve friends and the Mayor's 12,000 friends, to get the message out. Wouldn't it be in their best interest and maybe they've tried this, he doesn't know, isn't there some way they can boost their posts? Pay \$5.00 and it boosts to 1200 people and then it encourages more people to like their things so that Mr. Conte doesn't have to tag him? Because when he tags him and someone says something on something that he didn't have anything to do with, it's not public records for him but that dragged him into the post.

Mr. Gutauckis stated he's hoping that they can have an advertising, basically it's advertising budget.

Mr. Forte stated and we do but we're going to be advertising "events".

Mayor Via stated and if they are going to approach or boost certain things, that should come from the Commission and then it's tough because they only meet every two weeks. For example, if they know a big project is coming, for instance, Pickleball, and they want to get the word out about Pickleball, so he agrees with them on that point.

Commissioner Penny stated like sandbags. The Mayor was out doing sandbags and he posted stuff on Facebook and somehow it popped up and he saw it and that's great but

shouldn't Scott, he's sure Scott or Nick put it on city's page or something like that but that's where it should be. If it's public information, they need to boost. Public safety they need to boost.

Mayor Via stated he thinks they said not to like that but for instance if there's a post where the Mayor is shoveling sand bags, that's not a voting issue for them, sandbags. So, people can actually like it with no comment but it's all public record at all times. As long as someone doesn't start saying they should really stop filling sandbags then it would be a problem. This goes to an important point, with the sandbag issue there was approximately 2,000 views on it, hundreds of likes, if it was through the Facebook page of the city, there would be like four likes and fifty views. They have to try and contact Facebook, which he's tried multiple times, to take a hold and actually create the city a real Facebook page because the city has a Facebook page that's not recognized by Facebook because the original Facebook page was taken over by someone else. He knows that Scott has tried to contact Facebook over and over. Until the city takes over that Facebook page, the authorisms of Facebook are not going to push the city's posts out. It's only going to be people that make sure they go on every time the city posts a ribbon cutting or any information that they like it, it's the only way their authorisms is going to show again. So, they all see it, we're probably to the top fans of the page because they always like it and share it.

Mr. Forte stated the conversation has turned squarely on the Mayor's comments and that's not the purpose of it. The purpose of this workshop is that he wanted a city-wide social media policy that, does he do a separate one for elected officials?

Commissioner Currie stated no but that's what she was talking about. Everything that is official...

Mr. Forte stated as far as the Mayor, he doesn't need him going out and doing something and then sending it to Nick saying, "Hey, put this on the website." He doesn't want to be the police of that. If something is posted on someone's personal page and it has nothing to do with city operations, it's not considered public record. The difference is as an employee...this all started with an employee...he does not want an employee going on their personal pages bashing the city.

Commissioner Penny stated right but we want them to go on and say good things about our city but how can we control the content with what they say?

Mr. Forte stated many organizations say, "you cannot bash your employer", period. It's a termination event. If you bash your employer, you can be terminated whether it's on your event or standing in the line at Publix and say, "I work for the biggest S.O.B in the world and I think he's this, this, and this", you can be fired. That's in the city's regular policy. All he's doing is applying that policy now to social media.

Mr. Gutauckis asked isn't that in our General Orders?

Mr. Forte stated, yes. It's growing from what his intention was and it involved into the political aspect of it.

Mayor Via stated, right.

Mr. Forte stated and it wasn't intended for that but it falls into that. He wants to be able to...he had it. He's gone to somebody and said, "you've posted something on your personal page, I'm going to recommend you take that down rather quickly. And if I don't? I'll see you in my office tomorrow morning at 8:00 AM." So, that's how this started. But when the policy came out, somebody said does that apply to us? Technically,

he guesses it does. That's the problem. He may be able to solve it by just separating here's the employees...

Commissioner Penny stated he thinks being an elected official is more important because they have the Sunshine Law to worry about.

Mr. Forte stated, absolutely because if you're an elected official...

Commissioner Penny stated he's an elected official all the time. You're an employee all the time.

Mr. Forte stated that's right.

Commissioner Penny stated then it needs to go even further than that. Stay off of Facebook between 8:00 AM and 5:00 PM.

Mr. Forte stated that's going to be the result after this because what's going to be the next step is social media, if you're on your own personal social media account, you better be doing it between 12:00 PM and 1:00 PM because if you're doing it before or after that, you on city's time and we're not going to do that anymore.

Commissioner Penny stated that's a simple resolution.

Mayor Via stated the way it's written now for employees only, we're not employees, correct?

Commissioner Penny and Danio stated yes we are.

Commissioner Penny and Currie stated they get a W2.

Mr. Forte stated technically, you are employees.

Mayor Via stated so then what they have on the books already and whatever they do affects them altogether.

Mr. Forte stated the elected officials don't fall under the city's Personal Rules and Regulations, per say. You don't get vacation time. So, under the Rules and Regs, they don't necessarily apply to the elected officials. But when they get to social media because of what the world has come to, that changes the playing field because like Attorney Simpson will tell them, you're the Mayor 100% of the time and I know you don't like hearing that but you lose some of your rights as a citizen when you become an elected official. You just do.

Commissioner Penny stated they might not lose them but you've exposed yourself.

Mayor Via stated, right. You're always exposed.

Commissioner Currie stated you kind of lose them because there's certain things you want to say and you can't. Since she's been an elected official, she chooses not to say certain things.

Mr. Gutauckis stated for him, yes, you guys are employees but there's nothing in here that the city can impose upon them because you're an elected official. What he would suggest, this is not a policy for elected officials as much as it is an education. He just wants them to make sure they don't get themselves in trouble and what he would say is going forward, he's going to save this one-hour long slideshow. He thinks in going forward that elected officials should watch it because, again, he feels it's kind of his job to safeguard the elected officials but also safeguard the city.

Mayor Via stated and that's what he was saying. It's individual on each of the elected officials. He can't dictate how the Commissioners handle their public records but he's very strict with his. He will say this, if they ever see something that they're upset with that he post, feel free to bring that up in a public meeting. They are a team and they've said that many times, he's not looking to bash anyone, throw anyone under the bus so if

anyone is ever upset with anything, definitely talk to him during a public meeting about it just as he would if they posted something that he really disagreed with they can talk about it.

Commissioner Penny stated Scott, I have a Facebook page, an AllState Facebook page, what he is taking away from this is that he should create a John Penny Facebook page and anything he wants to post on the city he should post to that and go so far as to go back to his personal page and identify as himself as an AllState agent not an elected official because with that designation of an elected official on his personal page, that's public record. So, he needs to unidentify himself and just be a "person" and then have a separate identity as an elected official on social media.

Mr. Gutauckis stated in Commissioner Penny's case, what he would say to him, is not only that but he should not be John Penny the AllState Agent. He should have a separate AllState agent page.

Commissioner Penny stated he does.

Mr. Gutauckis stated because what ends up happening is someone is on John Penny's page doesn't know that you're an AllState agent or does know and then you say something they don't like and now you've lost a customer.

Mr. Forte asked do you have an elected official page, a personal page and an AllState page?

Commissioner Penny stated no, that's what Scott is suggesting.

Commissioner Currie stated she just has one but now she's going to have two.

Mayor Via stated he has an elected official page where he does any city stuff and on his personal page he only posts pictures of his kids.

Mr. Forte asked which one are you commenting from?

Mayor Via stated from his Mayor's page.

Mr. Forte stated but you're commenting about the streets and all that stuff?

Mayor Via stated, right.

Mr. Forte stated oh, well, that's easier than because...

Commissioner Penny stated that's what Scott said in the beginning we should have separate pages. We should never like anything from their personal page with the city or anything like that. Go to your elected official page and like it but if the Mayor likes it first then don't like it.

Mr. Forte stated it's the end of the meeting and he still doesn't know what they are going to do. Staff will send it out again as a separate individual item and if they have questions or comments send it back to him. What he's trying to glean here is some kind of consensus on where they are going to go. More than likely, they're not going to be sued by John Morgan, it's going to upset one of the other Commissioners.



3. ADJOURNMENT

The workshop adjourned at approximately 7:00 PM.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • OCTOBER 8, 2019

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

a. Roll Call

Attendee Name	Title	Status	Arrived
Chris Via	Mayor	Present	
John Penny	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John C. Danio	District 3 - Commissioner	Present	
Roy Johnson	District 4 - Commissioner	Present	

b. Invocation

Commissioner Penny led the invocation.

c. Pledge of Allegiance

Mayor Via led the Pledge of Allegiance to the Flag.

2. POSITIVITY AWARD - NONE

3. PUBLIC COMMENTS

No one spoke.

4. APPROVAL OF MINUTES - NONE

5. CONSENT AGENDA - ITEMS (1 - 9)

Mayor Via asked if there was anyone in the audience who wished to speak on any item on the Consent Agenda and there was no one.

1. -2019-R-62 Resolution

A Resolution of the City of Holly Hill Recognizing Florida City Government Week, October 21 - 27, 2019, and Encouraging All Citizens to Support the Celebration and Corresponding Activities.

(Requested by Valerie Manning, City Clerk)

Attachment: Minutes - October 8, 2019 - Regular City Commission meeting (2717 : Minutes)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION**2019-R-62**

A RESOLUTION OF THE CITY OF HOLLY HILL RECOGNIZING FLORIDA CITY GOVERNMENT WEEK, OCTOBER 21 - 27, 2019, AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.

A RESOLUTION OF THE CITY OF HOLLY HILL RECOGNIZING FLORIDA CITY GOVERNMENT WEEK, OCTOBER 21 - 27, 2019, AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.

WHEREAS, city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, municipal government provides services and programs that enhance the quality of life for residents, making their city their home; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along the understanding of public services and their benefits; and

WHEREAS, Florida City Government Week offers an important opportunity for elected officials and city staff to spread the word to all citizens of Florida that they can shape and influence this branch of government; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach citizens about municipal government through a variety of activities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

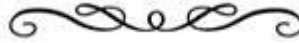
SECTION 1. That the City of Holly Hill encourages all citizens, city government officials and employees to participate in events that recognize and celebrate Florida City Government Week.

SECTION 2. That the City of Holly Hill encourages educational partnerships between city government and schools, as well as civic groups and others organizations.

SECTION 3. That the City of Holly Hill supports and encourages all Florida city governments to actively promote and sponsor Florida City Government Week.

APPROVED AND AUTHENTICATED on this 8th day of OCTOBER, 2019.

Enacted and approved this 8th day of October, 2019, in Holly Hill



2. -2019-R-63 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Price Agreements for the Purchase of the Fiscal Year 2019-2020 Supply of Water Treatment Chemicals for the Public Works Department and Authorize the City Manager to Execute Any Necessary Price Agreements; and Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION

2019-R-63

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2019-2020 SUPPLY OF WATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2019-2020 SUPPLY OF WATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is in need of chemicals for water treatment;
and

WHEREAS, the City has secured pricing agreements utilizing various procurement methods permitted under the City's purchasing guidelines; and

WHEREAS, By section 30-71 of the Holly Hill Code of Ordinances; "Where there is a single source, where standardization is determined to be in the best interest of the city, or where solicitation of bids is otherwise deemed to be inappropriate, the purchase of supplies,

equipment and contractual services may be made by negotiation without regard to the cost. Negotiated contracts with a cost in excess of \$25,000.00 must be approved by the City Commission prior to execution by the city”; and

WHEREAS, the City Commission approves the price agreements for the purchase of Fiscal Year 2019-20 supply of water treatment chemicals for the Public Works Department.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

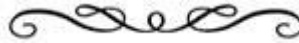
SECTION 1. That the City Commission does hereby approve price agreements for the purchase of the Fiscal Year 2020 supply of water treatment chemicals for the Public Works Department and authorizes City Manager to execute any necessary price agreements.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of OCTOBER, 2019.

Enacted and approved this 8th day of October, 2019, in Holly Hill



3. -2019-R-64 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Mead and Hunt, Inc., to Provide Professional Services to Facilitate the Replacement of the WWTP Sludge Holding Tank Walkway Not to Exceed \$27,722.00, and Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION

2019-R-64

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL

SERVICES TO FACILITATE THE REPLACEMENT OF THE WWTP SLUDGE HOLDING TANK WALKWAY NOT TO EXCEED \$27,722.00, AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES TO FACILITATE THE REPLACEMENT OF THE WWTP SLUDGE HOLDING TANK WALKWAY (20WW03) NOT TO EXCEED \$27,722.00, AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill approved the proposed capital project as part of the fiscal year 2019-20 budget; and

WHEREAS, the City has a continuing services agreement with and has received a proposal to perform the engineering services for this project from Mead and Hunt, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services for the project WWTP Sludge Holding Tank Walkway not to exceed \$27,722.00.

SECTION 2. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of OCTOBER,

Enacted and approved this 8th day of October, 2019, in Holly Hill



4. -2019-R-65 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Mead and Hunt, Inc., to Provide Professional Services for the Project Updating of Public Works Department Standard Construction Details Not to Exceed \$13,870.00; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION**2019-R-65**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT UPDATING OF PUBLIC WORKS DEPARTMENT STANDARD CONSTRUCTION DETAILS NOT TO EXCEED \$13,870.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT UPDATING OF PUBLIC WORKS DEPARTMENT STANDARD CONSTRUCTION DETAILS (20PW01) NOT TO EXCEED \$13,870.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill approved the proposed operating professional services as part of the fiscal year 2019-20 budget; and

WHEREAS, the City has a continuing services agreement with and has received a proposal from Mead and Hunt, Inc., to perform the engineering services for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

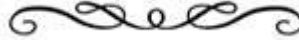
SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services for the project Updating of Public Works Department Standard Construction Details not to exceed \$13,870.00.

SECTION 2. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of OCTOBER, 2019.

Enacted and approved this 8th day of October, 2019, in Holly Hill



5. -2019-R-66 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into a Three (3) Year Contract with the Option of Two (2) One Year Renewals with H & H Liquid Sludge Disposal, Inc., to Provide Sludge Removal, Hauling and Disposal Services; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION

2019-R-66

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR CONTRACT WITH THE OPTION OF TWO (2) ONE YEAR RENEWALS WITH H & H LIQUID SLUDGE DISPOSAL, INC., TO PROVIDE SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR CONTRACT WITH THE OPTION FOR TWO (2) ONE YEAR RENEWALS, WITH H&H LIQUID SLUDGE DISPOSAL, INC., TO PROVIDE SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill approved the proposed operating costs as part of the fiscal year 2019-20 budget; and

WHEREAS, the City has competitively bid the contract which had the bid opening on September 17, 2019; and

WHEREAS, H&H Liquid Sludge Disposal, Inc was the lowest responsive bidder, at \$27.50/cuyd for year 1 and \$28.00/cuyd for years 2 and 3.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

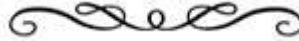
SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into a three (3) year agreement, with the option for two (2) one year renewals, with H&H Liquid Sludge Disposal, Inc., to provide sludge removal, hauling and disposal services.

SECTION 2. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of OCTOBER, 2019.

Enacted and approved this 8th day of October, 2019, in Holly Hill



6. -2019-R-67 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Mead and Hunt, Inc., to Provide Professional Services for the Project Lift Station #9 Rehabilitation Not to Exceed \$45,496.00; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

**RESOLUTION
2019-R-67**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT LIFT STATION #9 REHABILITATION NOT TO EXCEED \$45,496.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT LIFT STATION #9 (20WW02) REHABILITATION NOT TO EXCEED \$45,496.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill approved the proposed capital project as part of the fiscal year 2019-20 budget; and

WHEREAS, the City has a continuing services agreement with and has received a proposal from Mead and Hunt, Inc., to perform the engineering services for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services for the project Lift Station #9 Rehabilitation not to exceed \$45,496.00.

SECTION 2. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of OCTOBER, 2019.

Enacted and approved this 8th day of October, 2019, in Holly Hill



7. -2019-R-68 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Mead and Hunt, Inc., to Provide Professional Services for the Project Lift Station #10 Rehabilitation Not to Exceed \$33,160.00; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION

2019-R-68

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT LIFT STATION #10 REHABILITATION NOT TO EXCEED \$33,160.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT LIFT STATION #10 REHABILITATION (20WW02) NOT TO EXCEED \$33,160.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill approved the proposed capital project as part of the fiscal year 2019-20 budget; and

WHEREAS, the City has a continuing services agreement with and has received a proposal from Mead and Hunt, Inc., to perform the engineering services for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services for the project Lift Station #10 Rehabilitation not to exceed \$33,160.00.

SECTION 2. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of OCTOBER, 2019.

Enacted and approved this 8th day of October, 2019, in Holly Hill



8.

Approval Purchase of Spare Lift Station Pumps

(Requested by Antoine Khoury, Public Works)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

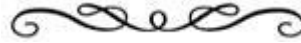


9.

Fully Insured Group Insurance and Ancillary Lines of Coverage 2020
(Requested by Valerie Manning, City Clerk)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 8th day of October, 2019, in Holly Hill



6. REGULAR AGENDA

1. -2019-R-69 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Piggy-Back Lake County Contract #16-0214 with Leesburg Concrete Company, Inc., to Provide and Install Pre-Cast Restrooms at Ross Point Park; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

Mr. Forte stated this is an item that they've had in the budget for a couple of years and they delayed it due to a hurricane and they had to rearrange some dollars. What they have is a piggyback contract to install restrooms at Ross Point Park near 6th Street and Riverside Drive. Originally, he was pushing this restroom forward because he was under the impression that originally this restroom was installed by using ECHO funds. With the ECHO funds you have to guarantee the item to be there for, he thinks at the time, probably 40 years but then he found out that it wasn't installed with ECHO funds so his motivation to really comply with ECHO is not really there anymore. Now it comes down to, staff put it in the budget, there were restrooms there and prior to him leaving in 2008, he wasn't really aware of much of problems that were occurring at that park. Well, somewhere between 2008 and 2013 apparently there were some issues over there with some inappropriate activity taking place in the restrooms and the previous City Manager that was here during his gap time, removed the buildings; they tore the buildings down. From what he understands is that the Commission was not aware that the buildings were coming down, they were informed of that after the fact. A couple of Commissioners and certain radio host were pushing to get those restrooms put back in and so, again, the motivation was compliance with the ECHO grant. Now it came up and as he was doing his one-on-one briefings with each of the Commissioners, there was some concerns raised by some of you as to why is the city putting the bathrooms back there. Is there a demand and from his perspective nobody's contacted him really. He can probably count on one hand the number of people who said, "why isn't there a bathroom there and we need one." Is it a good use of an estimated \$100,000 to construct the bathrooms plus all of the concrete and piping that needs to go along with that. Mr. Forte stated he kind of leaves it open for the Commissioners discussion. Some of the Commissioners were here

during the time those restrooms were removed, some of the Commissioners were not. He's going to look to the Commissioners guidance to see which direction the Commission wants to go in. Either they are going forward with these bathrooms, it's in the budget or determining to not go forward. Deputy Police Chief Jeff Miller is here. He did ask Deputy Chief Miller, and this is only if the Commissioners want, he did ask Deputy Chief Miller to pull any reports that they may have had out of there. Deputy Chief Miller has firsthand knowledge of what the conditions were prior to them being torn down. He has more information than I would about the conditions. If the Commissioners would like for Deputy Chief Miller to give them information, he certainly can but Mr. Forte thinks the Commission should have a discussion first and then determine if the Commission needs that information from Deputy Chief Miller.

Mayor Via stated he agrees unless a Commissioner would like to hear from the Deputy Chief.

At this time there was discussion amongst the Commissioners, Deputy Chief Miller and staff about the previous conditions that took place at the restrooms, their interest in putting the restrooms back and the need for them due to the playground that is there and several of the Commissioners that were in office during the time of the bathrooms being torn down, did recall finding out about the restrooms being torn down after the fact. *(full discussion of this agenda item is available upon request to the City Clerk's office).*

Mayor Via opened public participation.

The following individuals spoke to the Mayor and Commissioners:

Camille Ingham, 334 and 336 Daytona Avenue, Holly Hill spoke in opposition of putting the restrooms back there because of the problems that were going on there and suggested they use the money for the PD or FD; Lynne Smith, 107 7th Street, Holly Hill suggested they use the money for other higher priority projects that the money could be better used for; the Police Department has done a fine job by moving undesirables out of the parks (she has noticed that); at Ross Point Park there's not a lot of undesirables there for any long periods of time; at night she can see a police car there whether it's for speeding or whatever else, they are there; she is for bringing bathrooms back to the park for the reasons that Commissioner Currie stated; Steve Smith, 1410 Riverside Drive, Holly Hill glad to see that the bathrooms will almost be put back at the park and it deserves one; Jim Legary, 342 Burleigh Avenue, Holly Hill remembers a lot of the conversation of the bathrooms and the neighbors across the street from the park saying that it blocked their view; he agrees that the park needs a bathroom but suggested it be monitored.

Mayor Via closed public participation.

(full discussion of this agenda item is available upon request to the City Clerk's office).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John Penny, District 1 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION**2019-R-69**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGY-BACK LAKE COUNTY CONTRACT #16-0214 WITH LEESBURG CONCRETE COMPANY, INC., TO PROVIDE AND INSTALL PRE-CAST RESTROOMS AT ROSS POINT PARK; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2020-R-XX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGY-BACK LAKE COUNTY CONTRACT #16-0214 WITH LEESBURG CONCRETE COMPANY, INC. TO PROVIDE AND INSTALL PRE-CAST RESTROOMS AT ROSS POINT PARK; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Lake County, Florida has contract #16-0214 with Leesburg Concrete Company, Inc. for providing and installing pre-cast restrooms; and

WHEREAS, the City desires to piggy-back this contract for restrooms to be provided and installed at Ross Point Park.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA AS FOLLOWS:

SECTION 1. That the City Manager of the City of Holly Hill is hereby authorized to piggy-back the Lake County, Florida contract #16-0214 with Leesburg Concrete Company, Inc.

SECTION 2. That this Resolution shall take effect immediately upon its adoption.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED this 8th day of October, 2019.

Enacted and approved this 8th day of October, 2019, in Holly Hill

**7. PUBLIC HEARINGS**

1. -2019-O-3022 Ordinance

SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcel Described in Exhibit "A" from MPUD (Mixed-Use Planned Unit Development) to MPUD (Mixed-Use Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Brian Walker, City Planner)

Mayor Via asked if there has been any ex parte communication that needed to be disclosed.

Commissioner Penny informed the Mayor and Commissioners that he met with Ms. Ingham. She emailed him and came up to his office yesterday and they had some discussion about the project.

Brian Walker, City Planner recapped the staff report from the first hearing that was in their agenda packets, Attorney Michael O. Sznajstajler with Cobb Cole, 149 S. Ridgewood Avenue, Daytona Beach were present on behalf of the applicant, Madison Bay, LLC, Mr. Stacy Banach who was also present and there to answer any questions or concerns that the Mayor or Commissioners had. Mr. Walker mentioned that there had been some changes since the meeting on September 24, 2019 and the first one has to do with the PUD agreement, it has been updated. The applicant has added language stating that they will provide a covered bus shelter. The preferred location that they had stated would be on Ridgewood Avenue. If by some reason or for some reason that site is not available then they are proposing to put one on 3rd Street. The only reason that a bus shelter would not be built would be if for some reason Holly Hill said that they could not do so or some other agency for some reason had the authority to say they were not able to do that. The bus shelters proposed to be placed on the applicant's property and that is something that they have agreed to, which did come up at the meeting on September 24th. Another issue that came up had to do with the dumpster at Miriam Avenue or abuts up against Miriam Avenue. The applicant would like to keep the dumpster in its current location but they have agreed to more than double the buffer and landscaping between the back of the buffer and Miriam Avenue and staff is fine with that. So, that will be a the Commission's pleasure. The preliminary site plan has been updated to show that each building will have eighty-six (86) units. There had been some discussion because the preliminary...

Commissioner Currie asked what happened to the eighty (80) units? Did this change from last meeting?

Mr. Walker stated they actually proposed ninety (90) units and then they were discussing eighty (80).

Commissioner Currie stated what she approved was eighty (80) units. Where did this change? Mr. Forte stated remember what they have is a land...thirty-five (35) units per acre. At the last meeting there were two documents that were conflicting. One had eighty (80) units per building, the other had ninety (90) units per building.

Commissioner Currie stated she thought they approved eighty (80) units per building.

Mr. Forte stated and what the Commission is doing tonight and this clarified all the differences. So, they have the size of the building isn't changing. They still have seven (7) stories and now they have...Mr. Walker and himself talked about it today because they wanted clarification. They have a maximum of eighty-six (86) units in the entire building, which doesn't change the size of the building, doesn't change the footprint of

the building and it's still within the maximum amount of units per acre that the applicant can put on the property.

There was further discussion about this agenda item amongst the Mayor, Commissioners, Attorney Michael O. Sznajstajler with Cobb Cole, Mr. Banach (the applicant) and staff. (full discussion of this agenda item/meeting is available upon request to the City Clerk's office).

Mayor Via opened public participation.

Camille Ingham, 334 and 336 Daytona Avenue, Holly Hill and Heidi Heller, 460 Ridgewood Avenue, Holly Hill.

Mayor Via closed public participation.

*Commissioner Penny made a motion to **APPROVE Ordinance 3022 for Second and Final Reading along with MINIMUM PARKING FOR THE SITE SHALL BE .8 PARKING SPACES PER DWELLING UNIT, PHASE 1 SHALL HAVE A MINIMUM OF SEVENTY-TWO (72) PARKING SPACES, MINIMUM; PHASE 2 WILL HAVE SEVENTY (70) PARKING SPACES MINIMUM, HOWEVER, STAFF CAN ADMINISTRATIVELY AMEND PHASE 2 SEVENTY (70) PARKING SPACES AS LONG AS THE TOTAL PARKING FOR THE SITE COMPLIES WITH THE .8 PARKING REQUIREMENT AND THIRTY-TWO (32) UNITS PER ACRE**, seconded by Commissioner Currie.*

PASSED, 5-0.

RESULT:	ADOPTED AT 2ND READING [UNANIMOUS]
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

ORDINANCE

2019-O-3022

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT "A" FROM MPUD (MIXED-USE PLANNED UNIT DEVELOPMENT) TO MPUD (MIXED-USE PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT A FROM MPUD (MIXED-USE DEVELOPMENT DISTRICT) TO MPUD (MIXED-USE DEVELOPMENT DISTRICT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Volusia County,

Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes; and

WHEREAS, the City Commission, as authorized by 163.3202, Florida Statutes, has enacted and does enforce the Land Development Regulations, based on, related to, and as a means to implement its adopted comprehensive plan; and

WHEREAS, the Holly Hill Board of Planning and Appeals has recommended that the requested rezoning be granted; and

WHEREAS, the City Commission has determined that it is necessary to amend its Land Development Regulations as herein provided in order to more effectively implement and is consistent with its adopted comprehensive plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The Official Zoning Map of the City of Holly Hill is hereby amended to designate the property described in Exhibit A as MPUD (Mixed-Use Development) pursuant to the provisions contained in the attached Development Agreement, attached to this Ordinance as Exhibit B and incorporated in this Ordinance by reference.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 3. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 4. That this Ordinance shall become effective upon recording.

APPROVED AND AUTHENTICATED on this 8th day of OCTOBER, 2019

for second reading.

EXHIBIT "A"

LEGAL DESCRIPTION

Legal Descriptions

42440123-0150 (0.70 AC +/-):

W 153 FT OF LOTS 15 & 16 BLK 23 M & C HOLLY HILL MB 2 PG 90 PER OR 4860 PG 0435 PER OR 5629 PG 2641-2642

AND

42440123-0170 (0.97 AC +/-):

W 245 FT OF LOTS 17 & 18 EXC ST BLK 23 M & C HOLLY HILL PER OR 4860 PG 0435 PER OR 5629 PG 2641-2642

AND

PID# 42440123-0130 (3.23 AC +/-):

LOTS 13 & 14 EXC RD & LOTS 15 & 16 EXC W 153 FT & E 85 FT OF LOTS 17 & 18 & W 180 FT OF LOT 20 & OF S 80 FT OF LOT 21 BLK 23 M & C HOLLY HILL PER OR 3847 PG 1209 PER OR 5593 PG 4601

AND

A PORTION OF 42440123-0220 (0.47 AC +/- OF THE TOTAL 0.91 AC +/-):

N 20 FT OF LOT 21 & LOT 22 BLK 23M & C HOLLY HILL PER MB 2 PG 90 PER OR 5601 PG 2923-2924

EXHIBIT "B"

DEVELOPMENT AGREEMENT

Enacted and approved this 8th day of October, 2019, in Holly Hill



8. COMMUNICATIONS

A. City Manager & Staff Comments

No comments

B. City Attorney Comments

No comments

C. City Commission Comments

Commissioner Johnson mentioned he reads the paper and there's a lot of things in there he likes and some things he doesn't. The millage was 6.5 but they were able to get it 6.25, they all pretty much agreed to it and that's what they needed to do to make the budget balance out. There's no problem, everything went well. It turned out well and Holly Hill is still moving forward and he's very proud in the way that it's going.

Commissioner Penny reminded them to sign up for Trunk or Treat and the Car Show is the day after, Saturday. If they want to be a vendor, they can set up their tent Friday night and come out to the Car show Saturday.

Commissioner Currie shared her concerns about the article that was placed in the *Daytona Beach News-Journal* about the millage rate and the Mayor's comments. Thanks to the Finance Department they were able to lower it to 6.25 and she thanked them for doing that. The Commission worked together to get the millage rate down. Every time she speaks of this Commission its "we" and that's how she feels and she thinks they have a fantastic Commission right now.

D. Mayor's Comments

Mayor Via shared his concerns about a newspaper article that was wrote up about Holly Hill's millage rate and what the paper put in there about his comments and how they were simply not true; parts of that article were taken out of context. He didn't want it to come off like he was taking the credit about the millage rate because that is not what happened. He apologizes if anyone's feelings were hurt. Mayor Via reminded everyone about the Chamber breakfast next Tuesday, October 15th. When things happen, he will always recognize it as the whole Commission and this Commission is moving forward.

9. ADJOURNMENT

The meeting adjourned at approximately 8:50 PM.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: October 22, 2019
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Agreement with Mead and Hunt to Provide Professional Services for the FY2019 and FY2020 Roadway Resurfacing Program Not to Exceed \$45,319.00; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2019-R-70
APPLICANT:
PLANNER:

DISCUSSION:

The City has planned for a citywide multi-year roadway resurfacing program. The City desires to proceed with the work required for the FY2020 portion of the program.

This scope of services from Mead and Hunt, Inc., includes creating base maps to designate the proposed work limits and conducting field reviews of the roadway to develop the required resurfacing work for each roadway segment. The scope of services also includes design, permitting, bidding services, construction administration, and inspection. Mead and Hunt have also established an allowance for a geotechnical sub-consultant effort.

List of Candidate Roadways eligible for resurfacing are:

Flomich Avenue	Nova Road - US1
Daytona Avenue	15 th Street - Granada Street

FISCAL

ANALYSIS:

The City enter into a continuing services contract with Mead and Hunt in December 2015 which has a five year term. The funds for this assignment to Mead and Hunt are available as part of fund 002 account 8110-580-4601. The cost for these services is approximately \$45,319.00.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services for the FY2020 roadway resurfacing program.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE FY2020 ROADWAY RESURFACING PROGRAM NOT TO EXCEED \$45,319.00.

ATTACHMENTS:

- Mead & Hunt Scope of Svcs and Fee Estimate (PDF)
- Quentin L. Hampton & Associates - Engineering Services Agreement - November 2015 (PDF)
- Engineering Services Agreement - Mead & Hunt, Inc. Merged with QLH 2017 (PDF)

Resolution No. 2019-70**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE AGREEMENT WITH MEAD AND HUNT TO PROVIDE PROFESSIONAL SERVICES FOR THE FY2019 AND FY2020 ROADWAY RESURFACING PROGRAM NOT TO EXCEED \$45,319.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE AGREEMENT WITH MEAD AND HUNT TO PROVIDE PROFESSIONAL SERVICES FOR THE FY2020 ROADWAY RESURFACING PROGRAM NOT TO EXCEED \$45,319.00.

WHEREAS, the City has planned for a City-wide multi-year resurfacing program; and

WHEREAS, the City desires to proceed with the work required for the FY2020 portion of the program; and

WHEREAS, the scope of services from Mead and Hunt includes base maps to designate the proposed work limits and conducting field reviews of the roadway to develop the required resurfacing work for each roadway segment; and

WHEREAS, the scope of services also includes design, permitting, bidding services, construction administration, and inspection; and

WHEREAS, Mead and Hunt have also established an allowance for a geotechnical sub-consultant effort.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services for the FY2020 Roadway Resurfacing Program not to exceed \$45,319.00.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 22nd day of OCTOBER,
2019.**



October 9, 2019

Antoine Khoury, City Engineer/ Public Works Director
City of Holly Hill
453 LPGA Boulevard
Holly Hill, FL 32117

Email: akhoury@hollyhillfl.org

Hard Copy Mailed Only on Request

**RE: CITY OF HOLLY HILL
FY2020 ROADWAY RESURFACING PROGRAM
SCOPE OF SERVICES AND FEE ESTIMATE**

Dear Antoine,

Mead & Hunt is pleased to provide this engineering scope of services and fee estimate for the above referenced project. The attached scope of services addresses the work activities we understand to be required. The scope includes design, permitting, bidding services, construction administration, and inspection. We have established an allowance for geotechnical sub-consultant effort to conduct construction verification testing.

The attached scope of services is in conformance with our professional services agreement. We look forward to the opportunity to serve the City of Holly Hill on this and future projects. If you have any questions or comments, please contact our office.

Sincerely,

David A. King, P.E.
Vice President/Business Unit Leader

DAK/AMG:bf

Attachments: Scope of Services and Fee Estimate

Andrew M. Giannini, P.E.
Associate/Senior Project Manager

**CITY OF HOLLY HILL
FY2020 ROADWAY RESURFACING PROGRAM
TASK ORDER
Revised 10/9/19**

The City of Holly Hill (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) entered into a Services Agreement for General Engineering Services RFQ-ENG-15-01 dated effective December 4, 2015 and is referred to herein as the Contract.

1. GENERAL

- 1.1. This Task Order is in conformance with the Services Agreement for General Engineering Services ("Agreement") between the City of Holly Hill ("CITY") and Mead & Hunt, Inc. ("MEAD & HUNT").

2. BACKGROUND

- 2.1. The CITY has planned for a CITY-wide multi-year roadway resurfacing program.
2.2. The CITY previously contracted with MEAD & HUNT for the FY2019 improvements.
2.3. The CITY desires to proceed with the work required for the FY2020 portion of the program.

3. SCOPE OF WORK/SUB-TASKS

- 3.1. Project Limits (No specific priority)

STREET NAME	LIMITS	LENGTH
Flomich Avenue	Nova Road – US 1	7,189 LF
Daytona Avenue	15 th Street – Granada Street	2,645 LF

- 3.2. Data Collection and Field Reconnaissance
- 3.2.1. MEAD & HUNT will utilize existing CITY mapping and available aerial photogrammetry to create base maps to designate the proposed work limits
- 3.2.2. MEAD & HUNT will conduct field reviews of the roadways to develop the required resurfacing work for each roadway segment. Data collected will include:
- 3.2.2.1. Photographs and written notes of pavement conditions and dimensions
- 3.2.2.2. Measurement of existing overlay reveals at curbs and driveways
- 3.2.2.3. Existing pavement markings
- 3.2.2.4. Existing in-pavement utility structures/appurtenances

- 3.2.3. MEAD & HUNT will utilize a geotechnical subconsultant to conduct pavement cores at an approximate 500 feet or block-to-block intervals to determine depth of existing asphalt and thickness and type of base. Corings will be restored with cold patch asphalt.
- 3.3. Design
 - 3.3.1. MEAD & HUNT will develop the recommended scope of work for each roadway segment and prepare construction plans and technical specifications describing such. Deliverables will include 90% and final construction plans and specifications in electronic and/or hardcopy format.
- 3.4. Permitting
 - 3.4.1. MEAD & HUNT will work with FDOT and Volusia County to determine the need for permitting for the proposed resurfacing of the roadway connections to FDOT and Volusia County roadways.
 - 3.4.2. If needed, MEAD & HUNT will prepare and submit FDOT and Volusia County permit applications for the proposed work within the FDOT and Volusia County rights of way and respond to all reasonable Requests for Additional Information (RAIs).
- 3.5. Coordination
 - 3.5.1. Meeting Attendance
 - 3.5.1.1. MEAD & HUNT will attend up to three (3) meetings with CITY staff, including a design kickoff meeting, 90% design review meeting and other meetings as needed.
 - 3.5.1.2. MEAD & HUNT can attend additional meetings as necessary. Additional compensation may be requested.
- 3.6. Bidding Assistance
 - 3.6.1. MEAD & HUNT shall assist the CITY in the utilization of Seminole County or Volusia County existing public bids for soliciting proposals for the proposed roadway resurfacing, including the following work items. If the CITY utilizes a change order to the FY2019 existing contract/purchase order, no bidding assistance will be necessary and will not be invoiced.
 - 3.6.1.1. Prepare tabulation(s) of FDOT pay item quantities
 - 3.6.1.2. Provide electronic documents for CITY use in distribution of documents to contractors/bidders
 - 3.6.1.3. Addressing of potential bidder questions
 - 3.6.1.4. Review received bids
 - 3.6.1.5. Prepare bid award recommendation letter(s)

3.7. Construction Contract Administration and Resident Project Representative

3.7.1. MEAD & HUNT will provide the following services during the construction phase:

- 3.7.1.1. Review material submittals
- 3.7.1.2. Address Contractor/CITY questions and Requests for Information (RFIs) within three (3) working days
- 3.7.1.3. Twice per month site visits and progress meetings, including invites, agendas and minutes
- 3.7.1.4. Review monthly Contractor pay requests
- 3.7.1.5. Review and recommendation of change orders
- 3.7.1.6. Provide final inspection
- 3.7.1.7. Recommend final payment
- 3.7.1.8. Provide Certificate of Completion to permitting agencies if any

3.7.2. MEAD & HUNT will provide a qualified resident project representative to provide the following services during the construction phase:

- 3.7.2.1. Attend onsite pre-pave meeting(s)
- 3.7.2.2. Assist Engineer with materials review
- 3.7.2.3. Observe contractor's construction activities
- 3.7.2.4. Document construction activity via daily report/logs
- 3.7.2.5. Review contractor's monthly pay requests/quantities
- 3.7.2.6. Prepare field markups/redlines of construction
- 3.7.2.7. Coordinate responses to contractor's RFIs
- 3.7.2.8. Coordinate Engineer's field directives
- 3.7.2.9. Coordinate material and field tests

3.8. Construction Testing

- 3.8.1. MEAD & HUNT will utilize a geotechnical engineering subconsultant to conduct construction verification testing. An allowance has been included for such. Contractor shall be responsible for construction quality control and testing.

3.9. Exclusions

- 3.9.1. All other work not described above is hereby excluded.

4. COMPENSATION

- 4.1. MEAD & HUNT proposes to complete the above stated work for a lump sum not-to-exceed fee of Forty-Five Thousand Three Hundred Nineteen Dollars and 00/100 (\$45,319.00) based on the following sub-task schedule:

- 4.1.1. Data Collection and Field Reconnaissance: \$6,533.00 (Lump Sum)
 - 4.1.2. Design: \$8,849.00 (Lump Sum)
 - 4.1.3. Permitting: \$2,370.00 (Lump Sum)
 - 4.1.4. Coordination: \$2,300.00 (Lump Sum)
 - 4.1.5. Bidding Assistance: \$4,168.00 (Lump Sum)
 - 4.1.6. Construction Contract Administration and Resident Project Representative: \$16,399.00 (Lump Sum)
 - 4.1.7. Pavement Cores and Construction Testing: \$4,500.00, allowance (time and expenses)
 - 4.1.8. Printing/Postage/Out-of-Pocket Expenses: \$200.00, allowance (time and expenses)
- 4.2. These fees are based on the attached estimated man hour schedule.

5. SCHEDULE

- 5.1. MEAD & HUNT will strive to complete the design within 60 days of authorization and bidding within 30 days of completion of final design.
- 5.2. CITY review, FDOT, Volusia County review and public input/coordination are necessary and may affect the progress of work activity.
- 5.3. Construction phase services schedule will be per construction contract.

Mead & Hunt, Inc.

City of Holly Hill, Florida



David A. King, P.E.

Vice President/Business Unit Leader

October 9, 2019

Date

Date

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT, MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT's) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF HOLLY HILL, 1065 RIDGEWOOD AVENUE, HOLLY HILL, FL 32117, City Clerk, Valerie Manning, (386) 248-9441, vmanning@hollyhillfl.org.

CITY OF HOLLY HILL
FY2020 ROADWAY RESURFACING PROGRAM
MEAD & HUNT ESTIMATED MANHOUR SCHEDULE
Revised 10/9/19

Task Order Reference	Description	Project Manager/ Principal (hours)	Engineering Intern (hours)	CADD Technicians (hours)	Production Manager (hours)	Clerical Support (hours)	Resident Project Representative (hours)	Total Task (\$)
	Hourly Rate	\$188.00	\$115.00	\$86.00	\$105.00	\$70.00	\$86.00	See Below
3.2	Data Collection and Field Reconnaissance							
3.2.1	Base map preparation	0.5	1	16	2	1	0	\$ 1,865.00
3.2.2	Field review	0.5	3	0	0	1	20	\$ 2,229.00
3.2.3	Pavement coring and interpretation	0.5	3	0	2	1	20	\$ 2,439.00
	Subtotals	1.5	7	16	4	3	40	\$ 6,533.00
3.3	Design							
3.3.1	90% design documents	2	9	50	3	3	0	\$ 6,236.00
3.3.1	Final design documents	1	4	20	1	2	0	\$ 2,613.00
	Subtotals	3	13	70	4	5	0	\$ 8,849.00
3.4	Permitting							
3.4.1	Determine permitting needs	1	2	0	3	1	0	\$ 803.00
3.4.2	FDOT permit application and RAls	1	2	4	7	1	0	\$ 1,567.00
	Subtotals	2	4	4	10	2	0	\$ 2,370.00
3.5	Coordination							
3.5.1	Attend up to 3 meetings with City staff	6	0	6	0	2	6	\$ 2,300.00
	Subtotals	6	0	6	0	2	6	\$ 2,300.00
3.6	Bidding Assistance							
3.6.1.1	Prepare tabulations of FDOT pay items	1	8	2	0	1	0	\$ 1,350.00
3.6.1.2	Provide electronic documents for City distribution	0.5	1	2	1	2	0	\$ 626.00
3.6.1.3	Address potential bidder questions	2	4	1	1	2	0	\$ 1,167.00
3.6.1.4	Review received bids	1.5	3	0	0	3	0	\$ 837.00
3.6.1.5	Prepare bid award recommendation letters	1	0	0	0	0	0	\$ 188.00
	Subtotals	6	16	5	2	8	0	\$ 4,168.00
3.7	Construction Contract Administration and Resident Project Representative							
3.7.1.1	Review shop material submittals	2	6	0	0	4	3	\$ 1,604.00
3.7.1.2	Address Contractor/CITY questions & RFI's within 3 working days	2	0	0	0	4	3	\$ 914.00
3.7.1.3	Twice per month site visits and progress meetings, including invites, agendas and minutes	2	0	0	0	2	2	\$ 688.00
3.7.1.4	Review of monthly Contractor pay requests	1	0	0	0	2	4	\$ 672.00
3.7.1.5	Review and recommendation of change orders	1	0	0	0	2	2	\$ 500.00
3.7.1.6	Provide final inspection	2	0	0	0	1	3	\$ 704.00
3.7.1.7	Recommend final payment	1	0	0	0	2	1	\$ 414.00
3.7.1.8	Provide Certificate of Completion to permitting agencies	1	1	0	2	1	0	\$ 583.00
3.7.2	Resident Project Representative/Inspection	0	0	0	0	0	120	\$ 10,320.00
	Subtotals	12	7	0	2	18	138	\$ 16,399.00
	Total All Lump Sum Tasks	30.5	47	101	22	38	184	\$ 40,619.00
						Subconsultant/Allowance Total		\$ 4,700.00
						Grand Total		\$ 45,319.00

Subconsultant/Allowance Breakdown:

Description	Amount
Construction testing (geotechnical subconsultant)	\$ 4,500.00
Printing/Postage/Out-of-Pocket Expenses	\$ 200.00
Total	\$ 4,700.00

- Notes:
- 1. Construction phase services based on estimated one (1) month of construction contract duration.
 - 2. Resident project representative hours based on three (3) weeks of actual construction at 40 hours per week. Additional hours may be necessary based on contractors' efforts and City's desired coverage.

SECTION 6 Services Agreement

CITY OF HOLLY HILL SERVICES AGREEMENT FOR GENERAL ENGINEERING SERVICES With **QUENTIN L. HAMPTON ASSOCIATES, INC.** (REQUEST FOR QUALIFICATION RFQ-ENG-15-01)

THIS AGREEMENT is made and entered into this 4th day of DEC, 2015, by and between <<consultant>>, a Florida corporation authorized to do business in the State of Florida, with its principal place of business at <<consultant address>>, hereinafter referred to as the CONSULTANT whose Federal I.D. number is 59-1221261, and City of Holly Hill, a Municipal Corporation of the State of Florida, by and through its Commissioners, whose principal place of business is at 1065 Ridgewood Ave., Holly Hill, Florida 32117, holding tax exempt status, hereinafter referred to as "CITY".

The CITY and the CONSULTANT are collectively referred to herein as the "parties".

WITNESSETH:

WHEREAS, the CITY desires to retain the professional services of the CONSULTANT; for the work identified in the Request For Qualifications (RFQ) and description of services outlined in Exhibit A; and

WHEREAS, the CONSULTANT has submitted a proposal for provision of those services; and

WHEREAS, the CITY desires to employ the CONSULTANT for the performance to support the activities, programs, and projects of the CITY upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing and providing such services upon said terms and conditions; and

WHEREAS, the CONSULTANT hereby warrants and represents to the CITY that it is competent and otherwise able to provide professional and high quality services to the CITY; and

WHEREAS, all submissions submitted by the CONSULTANT in the Qualifications/RFQ submitted to the CITY are hereby incorporated to the extent not inconsistent with the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

TABLE OF CONTENTS

SECTION 1: DEFINITIONS	3
SECTION 2: CAPTIONS	4
SECTION 3: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT	4
SECTION 4: NO GENERAL CITY OBLIGATION	4
SECTION 5: CONSULTANT UNDERSTANDING OF SERVICES REQUIRED	5
SECTION 6: GENERAL PROVISIONS	5
SECTION 7: CODES AND DESIGN STANDARDS	6
SECTION 8: SUB CONSULTANTS	6
SECTION 9: ASSIGNABILITY	7
SECTION 10: COMMENCEMENT / IMPLEMENTATION SCHEDULE OF AGREEMENT	7
SECTION 11: LENGTH OF AGREEMENT	7
SECTION 12: DESCRIPTION OF SERVICES	7
SECTION 13: CONSULTANT RESPONSIBILITIES	8
SECTION 14: CITY RIGHTS AND RESPONSIBILITIES	10
SECTION 15: WAIVER	12
SECTION 16: FORCE MAJEURE	12
SECTION 17: STANDARDS OF CONDUCT	12
SECTION 18: NOTICES	14
SECTION 19: DESIGNATED REPRESENTATIVES	14
SECTION 20: WORK ORDERS	15
SECTION 21: CHANGE ORDERS	16
SECTION 22: COMPENSATION	17
SECTION 23: INVOICE PROCESS	17
SECTION 24: TERMINATION OF AGREEMENT	18
SECTION 25: TERMINATION BY CONSULTANT FOR CAUSE	19
SECTION 26: TERMINATION BY THE CITY WITHOUT CAUSE	19
SECTION 27: PAYMENT IN THE EVENT OF TERMINATION	19
SECTION 28: ACTION FOLLOWING TERMINATION	20
SECTION 29: SUSPENSION	20
SECTION 30: ALTERNATIVE DISPUTE RESOLUTION (ADR)	20
SECTION 31: SEVERABILITY	20
SECTION 32: CONTROLLING LAWS/VENUE / INTERPRETATION	21
SECTION 33: INDEMNITY	21
SECTION 34: INSURANCE	22
SECTION 35: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION	23
SECTION 36: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS	24
SECTION 37: COUNTERPARTS	25
SECTION 38: SUBMITTALS	25
SECTION 39: MAINTENANCE OF RECORDS	25
SECTION 60: OWNERSHIP OF DOCUMENTS	25
SECTION 41: EXHIBITS	26
SIGNATURES	26

SECTION 1: DEFINITIONS.

Ad valorem - In proportion to the estimated value of the goods taxed.

Agreement – This document and all subsequent Work Orders between the CITY and CONSULTANT. Each Exhibit, as identified below, even if not physically attached, shall be treated as if they were part of this Agreement. The effective date of this Agreement is the date this document is signed by both parties.

Billing Period – The period of time between project commencement to the close of the current period, (inclusive); or from the close of the previous billing period, (exclusive), to the close of the current period, usually concurrent with the month. In no case shall this period be less than one calendar month except for the final Billing Period.

Bona Fide - Made or carried out in good faith; sincere.

CITY – The CITY of Holly Hill, a municipal corporation of the State of Florida holding tax exempt status.

CONSULTANT - To include all principals of the CONSULTANT including, but not limited to, full and part time employees, professional or otherwise, and all other agents employed by or for CONSULTANT to perform its obligations hereunder.

Description of Services - Shall be written in paragraph form reasonably describing those services the CITY can expect the CONSULTANT to provide. The description shall be written in such a manner that the type of service is clearly provided, but broad enough that all services reasonably expected of the CONSULTANT, including services provided by partners, sub CONSULTANTS, and other supporting professionals, can be provided to the CITY.

Designated Representative – A person who administers, reviews, and coordinates the provision of services. This definition applies equally to the CITY and to the CONSULTANT.

Force Majeure - Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Agreement is beyond the control and without the fault or negligence of the party seeking relief under this Agreement.

Law - Said phrase shall include statutes, codes, rules, and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

Pari Materia – of the same matter; on the same subject. Laws pari materia must be construed with reference to each other/together when related to the same matter or subject. The provisions of a contract/agreement are to be construed together with no isolated construction of a particular provision such that it would defeat the overall intent of the contract/agreement.

Submittals – Any item required by this agreement that the CONSULTANT must provide the CITY either for inclusion as part of this agreement or not.

Type of Service – Engineering Services of a professional nature in accordance with the controlling provisions of law,

Work Order - A detailed description of quantities, services, and a completion schedule provided issued by the CITY on its approved form which, on occasion, may contain documents published on CONSULTANT letterhead describing all work associated with the service to be provided by the CONSULTANT to the CITY for an agreed price referencing this Agreement by title and date.

SECTION 2: CAPTIONS.

The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

SECTION 3: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT.

- a) This Agreement, together with the Exhibits, constitutes the entire integrated Agreement between the CITY and the CONSULTANT and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits attached, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence, and statements, whether written or oral.
- b) This Agreement may only be amended, supplemented, or modified by a formal written amendment.
- c) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.
- d) The Exhibits made part of this Agreement are as follows:
 - Exhibit A - Scope of Services
 - Exhibit B - Certificates Insurance
 - Exhibit C - Draft CITY Work Order Form
 - Exhibit D - ADA Form
 - Exhibit E - Price Schedule
 - Exhibit F - Business Tax Receipt
 - Exhibit G - W-9
 - Exhibit H - Request for Qualifications RFQ-ENG-15-01
 - Exhibit I - CONSULTANT Submittal under RFQ-ENG-15-01

SECTION 4: NO GENERAL CITY OBLIGATION.

- a) In no event shall any obligation of the CITY under this Agreement be or constitute a general obligation or indebtedness of the CITY, a pledge of the ad valorem taxing power of the CITY or a general obligation or indebtedness of the CITY within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds
- b) The CONSULTANT shall not have the right to compel the exercise of the ad valorem taxing power of the CITY.

SECTION 5: CONSULTANT UNDERSTANDING OF SERVICES REQUIRED

- a) Execution of this Agreement by the CONSULTANT is a representation that the CONSULTANT is familiar with local conditions and with the services to be performed. The CONSULTANT shall make no claim for additional time or money based upon its failure to comply with this Agreement. The CONSULTANT has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the services and/or goods described in this Agreement and to be identified in the Work Orders, and that it is well acquainted with the components that are properly and customarily included within such projects and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. Execution of a Work Order shall be an affirmative and irrefutable representation by the CONSULTANT to the CITY that the CONSULTANT is fully familiar with any and all requisite work conditions of the provisions of the services.
- b) The recitals herein are true and correct and form and constitute a material part of this Agreement upon which the parties have relied.
- c) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONSULTANT (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONSULTANT is to be and shall remain forever an independent CONSULTANT with respect to all services performed under this Agreement.
- d) Persons employed by the CONSULTANT in the provision and performance of the services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY's officers and employees either by operation of law or by the CITY.

SECTION 6: GENERAL PROVISIONS.

- a) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it. The person(s) executing this Agreement for the CONSULTANT certifies/certify that he/she/they is/are authorized to bind the CONSULTANT fully to the terms of this Agreement.
- b) This Agreement is for services pertaining to various Engineering and related services needed for the CITY's operations as set forth herein and as otherwise directed by the CITY to include all labor and materials that may be required.
- c) The CONSULTANT acknowledges that the CITY may retain other CONSULTANTs to provide the same types of services for CITY projects. The CITY reserves the right to select which CONSULTANT shall provide services for CITY projects.
- d) The CONSULTANT acknowledges that the CITY has retained other CONSULTANTS and the coordination between said CONSULTANTS and the CONSULTANT may be

necessary from time to time for the successful completion of each Work Order. The CONSULTANT agrees to provide such coordination as necessary.

- e) The CONSULTANT agrees to provide and ensure coordination between goods/ services providers.
- f) Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement to include, but not be limited to, each Work Order. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement and each Work Order.
- g) CONSULTANT shall maintain an adequate and competent staff or professionally qualified persons throughout the performance of this Agreement to ensure acceptable and timely completion of each Work Order.
- h) Requirements for signing and sealing plans, reports, and documents prepared by the CONSULTANT shall be governed by the laws and regulations of Volusia County and State Regulatory agencies.
- i) The CONSULTANT hereby guarantees the CITY that all material, supplies, services, and equipment as listed on a Purchase Order meet the requirements, specifications, and standards as provided for under the Federal Occupations Safety and Health Act of 1970, from time to time amended and in force on the date hereof.
- j) No claim for services furnished by the CONSULTANT not specifically provided for herein shall be honored by the CITY.

SECTION 7: CODES AND DESIGN STANDARDS

- a) All the services to be provided or performed by the CONSULTANT shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any Federal, State, or local regulatory agencies.
- b) The CONSULTANT shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement.

SECTION 8: SUB CONSULTANTS.

- a) Any CONSULTANT proposed Sub CONSULTANT shall be submitted to the CITY for written approval prior to the CONSULTANT entering into a subcontract. Sub CONSULTANT information shall include, but not be limited to, State registrations, business address, occupational license tax proof of payment, and insurance certifications.
- b) The CONSULTANT shall coordinate the provision of services and work product of any CITY approved sub CONSULTANT and remain fully responsible for such services and work under the terms of this Agreement.
- c) Any subcontract shall be in writing and shall incorporate this Agreement and require the sub CONSULTANTS to assume performance of the CONSULTANT duties commensurately with the CONSULTANT's duties to the CITY under this Agreement, it being understood that

nothing herein shall in any way relieve the CONSULTANT from any of its duties under this Agreement. The CONSULTANT shall provide the CITY with executed copies of all subcontracts.

SECTION 9: ASSIGNABILITY.

The CONSULTANT shall not sublet, assign, or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to a bank, trust company, or other financial institution without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.

SECTION 10: COMMENCEMENT / IMPLEMENTATION SCHEDULE OF AGREEMENT.

- a) The CONSULTANT shall commence the provision of services as described in this Agreement immediately upon execution of this Agreement and issuance of a Work Order.
- b) The CONSULTANT and the CITY agree to make every effort to adhere to the schedules established for the various Work Orders as described in each Work Order. However, if the CONSULTANT is delayed at any time in the provision of services by any act or omission of the CITY, or of any employee of the CITY, or by any other CONSULTANT employed by the CITY, or by changes ordered by the CITY, or by strikes, lock outs, fire, unusual delay in transportation, unavoidable casualties, or any other causes of Force Majeure not resulting from the inactions or actions of the CONSULTANT and beyond the CONSULTANT's control which would not reasonably be expected to occur in connection with or during performance or provision of the services, or by delay authorized by the CITY pending a decision, or by any cause which the CITY shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. It is further expressly understood and agreed that the CONSULTANT shall not be entitled to any damages or compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

SECTION 11: LENGTH OF AGREEMENT.

- (a). The term of this Contract is five (5) years commencing on the date of full execution of this Contract by the parties.
- (b). The CONTRACTOR services shall begin upon written notification to proceed by the CITY.
- (c). CONTRACTOR services shall be on a work order basis and may include matters such as serving as an expert witness.
- (d). Subsequent to the conclusion of the initial five (5) year term, this Contract may be renewed by the City Manager for an additional two (2), one (1) year periods. Should the CITY wish to not have this Contract renewed for any year, the CITY shall provide written notice to the CONTRACTOR ninety (90) days prior to the ending date.

SECTION 12: DESCRIPTION OF SERVICES.

- a) The CONSULTANT agrees to perform diverse engineering services for the CITY relating to various projects of the CITY. The Description of Services is further and more specifically outlined in Exhibit A.

- b) The CONSULTANT shall diligently and in a professional and timely manner perform and provide the services outlined herein or as included in each subsequently entered Work Order. Unless modified in writing by the parties hereto, the duties of the CONSULTANT shall not be construed to exceed the provision of the services pertaining to this Agreement.
- c) The CITY and CONSULTANT agree that there may be certain additional services required to be performed by the CONSULTANT during the performance of the Work Orders that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as a Change Order in accordance with Section 20. The Work Orders may contain additional instructions or provide specifications upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 13: CONSULTANT RESPONSIBILITIES.

- a) CONSULTANT, in representing CITY, shall promote the best interest of CITY and assume towards CITY a duty of the highest trust, confidence, and fair dealing.
- b) The CONSULTANT agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida and in Broward County, Florida, including, but not limited to, all licenses required by the respective State boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONSULTANT pursuant to this Agreement.
- c) The CONSULTANT agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.
- d) The CONSULTANT has represented to the CITY that it has expertise in the type of professional services that will be required for the services to be provided hereunder. The CONSULTANT agrees that all services to be provided by CONSULTANT pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by CONSULTANT hereunder. In the event of any conflicts in these requirements, the CONSULTANT shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.
- e) The CONSULTANT shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by the CONSULTANT under this Agreement as well as the conduct of its staff, personnel, employees, and agents. The CONSULTANT shall work closely with the CITY on all aspects of the provision of the services. With respect to services, the CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONSULTANT under this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors or

deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

- f) The CONSULTANT agrees to employ and designate, in writing, within five (5) calendar days after receiving its Notice to Proceed, a qualified licensed professional to serve as the CONSULTANT's project manager (hereinafter referred to as the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONSULTANT with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement. The CONSULTANT agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the CONSULTANT hereunder. The person selected by the CONSULTANT to serve as the Project Manager shall be subject to the prior approval and acceptance of the CITY.
- g) CONSULTANT agrees, within fourteen (14) calendar days of receipt of a written request from the CITY, to promptly remove and replace the Project Manager, or any other personnel employed or retained by the CONSULTANT, or any sub-consultants or subcontractors or any personnel of any such sub-consultants or subcontractors engaged by the CONSULTANT to provide and perform services or work pursuant to the requirements of this Agreement, whom the CITY shall request in writing to be removed, which request may be made by the CITY with or without cause.
- h) Neither CITY review, approval, or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. The CONSULTANT shall be and shall remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONSULTANT's negligent or improper performance or failure to perform any of the services furnished under this Agreement.
- i) The rights and remedies of the CONSULTANT, provided for under this Agreement, are in addition to any other rights and remedies provided by law.
- j) In the event the CONSULTANT fails to comply with the terms and conditions of this Agreement, the CITY shall notify the CONSULTANT's Designated Representative in writing so that the CONSULTANT may take remedial action.
- k) Time is of the essence in the performance of all services provided by the CONSULTANT under the terms of this Agreement and each and every Work Order.
- l) CONSULTANT agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONSULTANT's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONSULTANT hereunder, and CONSULTANT shall require all of its employees, agents, sub-consultants and subcontractors to comply with the provisions of this paragraph.
- m) CONSULTANT agrees to certify all estimates of construction costs and Project completion dates prepared by the CONSULTANT. Said certifications shall be in a form approved by the CITY.

- n) Evaluations of the CITY's Project budget, preliminary estimates of construction cost and detailed estimates of construction cost prepared by the CONSULTANT represent the CONSULTANT's best judgment as a design professional familiar with the construction industry. Prior to authorizing the CONSULTANT to proceed with preparation of the Final Design, the CITY may establish and communicate to the CONSULTANT a maximum sum for the cost of construction of the Project ("Maximum Cost Limit"). If the CITY has not advertised for bids within ninety (90) days after the CONSULTANT submits the Final Design to the CITY, the estimate of the cost of construction may be adjusted. The CONSULTANT cannot and does not guarantee that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by the CONSULTANT. Notwithstanding anything above to the contrary, the CITY may require the CONSULTANT to revise and modify Construction Documents and assist in the re-bidding of the Work at no additional cost to the CITY if all responsive and responsible bids received exceed the Maximum Cost Limit.
- o) CONSULTANT shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors.

SECTION 14: CITY RIGHTS AND RESPONSIBILITIES.

- a) The CITY shall furnish a Designated Representative to act as CITY's representative with respect to the services to be rendered under this Agreement (hereinafter referred to as the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to CONSULTANT's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONSULTANT that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:
 - (1) The time the CONSULTANT is obligated to commence and complete all such services; or
 - (2) The amount of compensation the CITY is obligated or committed to pay the CONSULTANT.
- b) The Project Coordinator shall:
 - (1) Review and make appropriate recommendations on all requests submitted by the CONSULTANT for payment for services and work provided and performed in accordance with this Agreement;
 - (2) Provide all criteria and information requested by CONSULTANT as to CITY's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;
 - (3) Upon request from CONSULTANT, assist CONSULTANT by placing at CONSULTANT's disposal all available information in the CITY's possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project
 - (4) Arrange for access to and make all provisions for CONSULTANT to enter the Project site to perform the services to be provided by CONSULTANT under this Agreement; and

- (5) Provide notice to CONSULTANT of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by CONSULTANT hereunder.
- c) CITY shall be responsible for the acquisition of all easements, property sites, rights-of-way, or other property rights required for a project and for the costs thereof, including the costs of any required land surveys in connection with such acquisition.
 - d) The CITY shall reasonably cooperate with the CONSULTANT in a timely fashion at no cost to the CONSULTANT as set forth in this Section.
 - e) The CITY shall make CITY personnel available where, in the CITY's opinion, they are required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely at the discretion of the CITY.
 - f) The CITY shall furnish the CONSULTANT with existing data, records, maps, plans, specifications, reports, fiscal data, and other planning information that is available in the CITY's files that is necessary or useful to the CONSULTANT for the performance of the Work. All such documents conveyed by the CITY shall be, and remain the property of, the CITY and shall be returned to the CITY upon completion of the Work to be performed by the CONSULTANT.
 - g) The CITY shall examine all CONSULTANT reports, sketches, drawing, estimates, Qualifications, and other documents presented to the CITY and indicate the CITY's approval or disapproval within a reasonable time so as not to materially delay the provisions of the services of the CONSULTANT.
 - h) The CITY shall provide access to and make provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT within a reasonable time to perform work as necessary to complete the Work Order. The CONSULTANT acknowledges that access to a project site, to be arranged by CITY for CONSULTANT, may be provided during times that are not the normal business hours of the CONSULTANT.
 - i) The CITY shall transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this Agreement.
 - j) The CITY shall give written notice to the CONSULTANT whenever the CITY designated representative knows of a development that affects the services provided and performed under this Agreement, timing of the CONSULTANT's provision of services, or a defect or change necessary in the services of the CONSULTANT.
 - k) The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law; the CITY may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Agreement.
 - l) The CITY shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Agreement or the responsibilities of the CONSULTANT in carrying out the duties and responsibilities deriving from this Agreement.

- m) The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.
- n) Neither the CITY's review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor or any cause of action arising out of the performance of this Agreement and the CONSULTANT shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the CONSULTANT's negligent or wrongful provision or performance of any of the services furnished under this Agreement.
- o) All deliverable analysis, reference data, survey data, plans and reports, or any other form of written instrument or document that may result from the Consultant's services or have been created during the course of the CONSULTANT's performance under this Agreement shall become the property of the CITY after final payment is made to the CONSULTANT.
- p) In the event the CITY fails to comply with the terms and conditions of this Agreement, the CONSULTANT shall notify the CITY's Designated Representative in writing so that the CITY may take remedial action.

SECTION 15: WAIVER.

The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 16: FORCE MAJEURE.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure.

SECTION 17: STANDARDS OF CONDUCT.

- a) 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 the CONSULTANT 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 any other consideration, contingent upon or resulting from the award of making this Agreement.
- b) If the CITY determines that any employee or representative of the CONSULTANT is not satisfactorily performing his or her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Agreement, the CITY shall so notify the CONSULTANT, in writing. The CONSULTANT shall immediately remove such employee or representative of the CONSULTANT from such assignment.

- c) The CONSULTANT hereby certifies (in writing) that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONSULTANT, or any interest in property that the CONSULTANT may have. The CONSULTANT further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Agreement.
- d) The CONSULTANT shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related 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.
- e) The CITY shall not intentionally award publicly-funded contracts to any CONSULTANT who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationality Act (INA)]. The CITY shall consider the employment by the CONSULTANT of unauthorized aliens, a violation of Section 274A (e) of the INA. Such violation by the CONSULTANT of the employment provisions contained in Section 274A (e) of the INA shall be grounds for immediate termination of this Agreement by the CITY.
- f) The CONSULTANT shall comply with the requirements of the Americans with Disabilities Act (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.
- g) The CONSULTANT shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection, or discrimination.
- h) If the CONSULTANT or an affiliate is placed on a discriminatory vendor list, such action may result in termination by the CITY. The CONSULTANT shall certify, upon request by the CITY that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.
- i) If the CONSULTANT or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination by the CITY. The CONSULTANT shall certify, upon request by the CITY, that is qualified to submit a bid under Section 287.133, Public Entity Crime, (2)(a), Florida Statutes.
- j) The CONSULTANT shall certify, upon request by the CITY, that the CONSULTANT maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.
- k) The CONSULTANT agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the services provided to the CITY. The CONSULTANT agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment safety, environmental and health laws.

- l) If applicable, in accordance with Section 216.347, Florida Statutes, the CONSULTANT shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the Judicial Branch, or State Agency.
- m) The CONSULTANT shall not publish any documents or release information regarding this Agreement to the media without prior approval of the CITY.
- n) The CONSULTANT shall ensure that all services are provided to the CITY after the CONSULTANT has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.
- o) The CONSULTANT shall ensure that all taxes due from the CONSULTANT are paid in a timely and complete manner including, but not limited to, occupational license tax.

SECTION 18: NOTICES.

- a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.
- b) For the present, the parties designate the following as the representative places for giving of notice, to-wit:
 - (1). For the CITY:
Joseph Forte, City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117
(386)248-9425
 - (2). For the CONSULTANT:
Brad T. Blais, P.E., President
Quentin L. Hampton Associates, Inc.
PO Drawer 290247
Port Orange, FL 32129
Telephone Number: (386) 761-6810
E-mail Address: bblais@qlha.com
- c) Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONSULTANT agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice, or any other grounds as a substitute for the failure of the CONSULTANT to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.

SECTION 19: DESIGNATED REPRESENTATIVES.

- a) The City Manager, or his designated representative, represents the CITY in all matters pertaining to and arising from the work and the performance of this Agreement.
- b) The City Manager or his designated representative shall have the following responsibilities:
 - (1) Examination of all work and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT;
 - (2) Transmission of instructions, receipt of information, and interpretation and definition of CITY's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;
 - (3) Giving prompt written notice to the CONSULTANT whenever the CITY knows of a
- c) Until further written notice, the CITY's Designated Representative for this Agreement is:

City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32164
Telephone Number: (386) 248-9425
- d) Prior to start of any work under this Agreement, the CONSULTANT shall submit to the CITY detailed resumes of key professional personnel that will be involved in performing services described in the work. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the CONSULTANT desires to change key professional personnel in an active assignment, it shall submit the Qualifications of the new professional personnel to the CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.
- e) Until further written notice, the CONSULTANT's Designated Representative for this Agreement is:

Brad T. Blais, P.E., President
Quentin L. Hampton Associates, Inc.
PO Drawer 290247
Port Orange, FL 32129
Telephone Number: (386) 761-6810
E-mail Address: bblais@qlha.com

SECTION 20: WORK ORDERS.

- a) The provision of services to be performed under this Agreement may commence immediately upon the execution of a Work Order as directed and determined by the CITY. Services to be provided by the CONSULTANT to the CITY shall be negotiated between the CONSULTANT and the CITY. Each Work Order shall reference this agreement by title and date, include a detailed description of quantities, services, and a completion schedule,

and will be provided on CONSULTANT letterhead. Services described in said Work Order will commence upon the issuance of a CITY Notice-To-Proceed.

- b) If the services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The CONSULTANT shall perform all services required by the Work Order but in no event shall the CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein.
- c) The CONSULTANT and the CITY agree to make every effort to adhere to the schedule established for the various Work Orders described in the Work Order.
- d) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, the CONSULTANT shall perform all work required by the Work Order; but in no event shall the CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Order.
- e) For Work Orders issued on a "Fixed Fee Basis," the CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.
- f) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONSULTANT may invoice the amount due for actual work hours performed; but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.
- g) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes. If the CITY determines that work is substantially complete and the amount retained, if any, is considered to be in excess, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.
- h) or Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the CONSULTANT may invoice the amount due for services actually performed and completed. The CITY shall pay the CONSULTANT one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

SECTION 21: CHANGE ORDERS.

- a) The CITY may revise the Description of Services set forth in any particular Work Order.
- b) Revisions to any Work Order shall be authorized in writing by the CITY as a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. The Change Orders may contain additional instructions or provisions specific upon certain aspects of this Agreement pertinent to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. An Agreement between the parties on and execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and

to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the CONSULTANT schedule.

- c) If instructed by the CITY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. The CONSULTANT must submit for CITY approval a revised Qualification with a revised fee quotation. Additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the work by Change Order to the Work Order.

SECTION 22: COMPENSATION.

- a) Compensation to the CONSULTANT for the services performed on each Work Order shall be as set forth the Work Order/Change Order or as set forth in Exhibit C which enumerates hourly rates and other charges of the CONSULTANT. The initial fee for the subject Project shall be as subsequently negotiated by the parties.
- b) The CITY shall not pay for items such as gas, tolls, mileage, meals, etc. and other items not directly attributable to items produced for each Work Order. All such costs incurred within the Volusia County area or in transit from The CONSULTANT's servicing office and the CITY shall be considered non- reimbursable.
- c) Work performed by the CONSULTANT without written approval by the CITY's Designated Representative shall not be compensated. Any work performed by the CONSULTANT without approval by the CITY is performed at the CONSULTANT's own election.
- d) In the event the CITY fails to provide compensation under the terms and conditions of this Agreement, the CONSULTANT shall notify the CITY's Designated Representative in order that the CITY may take remedial action.
- e) Pricing has been calculated based on the current prices for the goods and/or services that are the subject of the RFQ. However, the market for the goods and/or services that pertain to this RFQ may be volatile on the basis of fuel costs and sudden and substantial price increases could occur. The CONSULTANT agrees to use its best efforts to obtain the lowest possible prices from fuel suppliers, but should there be a substantial and prejudicial increase in fuel prices for fuel that is purchased after execution of this Agreement which fuel prices directly and materially relate to the pricing of the goods and/or services provided for in this Agreement, the CITY agrees, upon written request from the CONSULTANT, to consider a reasonable adjustment to the prices set forth in this Agreement based upon the following index: Engineering News Record, Construction Cost Index, etc.. Any claim by the CONSULTANT for a price increase, as provided above, shall state, with specificity, the increased cost, the product in question, and the source of supply, and shall be supported by invoices or bills of sale and such other information as may be required by the CITY. Only one (1) such request from the CONSULTANT will be considered in each calendar year period. The decision of the CITY shall be final and non-appealable

SECTION 23: INVOICE PROCESS.

- a) Payments shall be made by the CITY to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONSULTANT shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing all services, a Project Status Report, the cost of the services, the name and address of the CONSULTANT, Work Order Number, Purchase Order Number, Contract Number and all other information required by this Agreement.
- b) Invoices which are in an acceptable form to the CITY and without disputable items will be processed for payment in accordance with the *Florida Prompt Payment Act*.
- c) The CONSULTANT will be notified by the CITY of any disputable items contained in invoices in accordance with the *Florida Prompt Payment Act* with an explanation of the deficiencies.
- d) The CITY and the CONSULTANT will make every effort to resolve all disputable items contained in the CONSULTANT's invoices.
- e) Each invoice shall reference this Agreement, the appropriate Work Order and Change Order if applicable, Purchase Order, the billing period, and include a Project Status Report for the period being billed.
- f) The *Florida Prompt Payment Act* shall apply.
- g) Invoices are to be forwarded directly to the designated project manager:

CITY of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

SECTION 24: TERMINATION OF AGREEMENT.

- a) The CITY may terminate this Agreement or any Work Order for convenience at any time for one or more of the reasons as follows:
 - (1) If, in the CITY's opinion, adequate progress under a Work Order is not being made by the CONSULTANT; or
 - (2) If, in the CITY's opinion, the quality of the services provided by the CONSULTANT is/are not in conformance with commonly accepted professional standards, standards of the CITY, the requirements of Federal or State regulatory agencies, and the CONSULTANT has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or
 - (3) The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT; or
 - (4) The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

- (5) The CONSULTANT violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the CITY Code of Conduct.
- b) In the event of any of the causes described in this Section, the CITY's Designated Representative may send a certified letter requesting that the CONSULTANT show cause why the Agreement or any Work Order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within fourteen calendar days of the receipt of the letter, the CITY may consider the CONSULTANT to be in default, and may immediately terminate this Agreement or any Work Order in progress under this Agreement.
- c) In the event that this Agreement or a Work Order is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Agreement without any recourse by the CONSULTANT.

SECTION 25: TERMINATION BY CONSULTANT FOR CAUSE.

- a) The CONSULTANT may terminate this Agreement if:
 - (1) The CITY materially fails to meet its obligations and responsibilities as contained in Section 14; CITY Rights and Responsibilities; or
 - (2) The CITY fails to pay the CONSULTANT in accordance with this Agreement.
- b) In the event of either of the causes described in Subsection (a), the CONSULTANT shall send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the CONSULTANT within fourteen calendar days of the receipt of said show cause notice, the CONSULTANT may consider the CITY to be in default, and may immediately terminate this Agreement.

SECTION 26: TERMINATION BY THE CITY WITHOUT CAUSE.

- a) Notwithstanding any other provision of this Agreement, the CITY Manager shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate any specific Work Order without cause, if such termination is deemed by the CITY to be in the public interest, provided that thirty (30) calendar days prior written notice is given to the CONSULTANT of the CITY's intent to terminate.
- b) In the event that this Agreement is terminated, the CITY shall identify any specific Work Order(s) being terminated and the specific Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.
- c) This Agreement will remain in full force and effect as to all authorized Work Order(s) that is/are to be continued to completion.

SECTION 27: PAYMENT IN THE EVENT OF TERMINATION.

In the event this Agreement or any Work Order is terminated or canceled prior to final completion payment for the unpaid portion of the services provided by the CONSULTANT to the date of termination and any additional services shall be paid to the CONSULTANT.

SECTION 28: ACTION FOLLOWING TERMINATION.

Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue the provision of all services, unless the notice provides otherwise.

SECTION 29: SUSPENSION.

- a) The performance or provision of the CONSULTANT services under any Work Order under this Agreement may be suspended by the CITY at any time.
- b) In the event the CITY suspends the performance or provision of the CONSULTANT's services hereunder, the CITY shall so notify the CONSULTANT in writing. Such suspension becoming effective upon the date stated in the notice. The CITY shall pay to the CONSULTANT within thirty days all compensation which has become due to and payable to the CONSULTANT to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONSULTANT for the suspended provision of services unless and until the CITY's designated representative notifies the CONSULTANT in writing that the provision of the services of the CONSULTANT called for hereunder are to be resumed by the CONSULTANT.
- c) Upon receipt of written notice from the CITY that the CONSULTANT's provision of services hereunder are to be resumed, the CONSULTANT shall continue to provide the services to the CITY.

SECTION 30: ALTERNATIVE DISPUTE RESOLUTION (ADR).

- a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.
- b) The CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONSULTANT had knowledge and failed to present during the CITY procedures.
- c) In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 31: SEVERABILITY.

- a) If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

- b) All provisions of this Agreement shall be read and applied in Pari Materia with all other provisions hereof.
- c) Violation of this Agreement by the CONSULTANT is recognized by the parties to constitute irreparable harm to the CITY.

SECTION 32: CONTROLLING LAWS/VENUE / INTERPRETATION.

- a) This Agreement is to be governed by the laws of the State of Florida.
- b) Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Volusia County, Florida.
- c) This Agreement is the result of bona fide arm's length negotiations between the CITY and the CONSULTANT and all parties have contributed substantially and materially to the preparation of the Contract. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 33: INDEMNITY

- a) The CONSULTANT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed by the CONSULTANT in the performance of the contract.
- b) CITY and CONSULTANT acknowledge that the conditions of any construction contract shall include language, satisfactory to the CITY's attorney, in which the contractor agrees to hold harmless and to defend CITY, its agents and employees from all suits and actions, including attorney's fees, and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of the construction contract or work performed thereunder.
- c) Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.
- d) In claims against any person or entity indemnified under this Section by an employee of the CONSULTANT or its agents or sub CONSULTANTS, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or its agents or sub CONSULTANTS, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.
- e) The execution of this Agreement by the CONSULTANT shall obligate the CONSULTANT to comply with the indemnification provision in this Agreement; however, the CONSULTANT must also comply with the provisions of this Agreement relating to insurance coverage's.

SECTION 34: INSURANCE.

- a) The CONSULTANT shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the CITY and with only such terms and conditions as may be acceptable to the CITY:
- (1) Workers Compensation/Employer Liability: The CONSULTANT shall provide Worker Compensation insurance for all employees engaged in the work under this Agreement in accordance with the laws of the State of Florida. Employers' Liability Insurance at limits not less than the following:
 - \$500,000 Each Accident
 - \$100,000 Disease Each Employee
 - (2) Comprehensive General Liability: The CONSULTANT shall provide coverage for all operations including, but not limited to, contractual, independent CONSULTANT, products and complete operations and personal injury with limits not less than the following:
 - \$1,000,000 Bodily Injury & Property Damage - each occurrence
 - \$1,000,000 Personal & Advertising Injury - each occurrence
 - \$2,000,000 General Aggregate
 - (3) Comprehensive Business Automobile Liability: The CONSULTANT shall provide complete coverage with a combined single limit of not less than \$1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.
 - (4) Professional Liability: The CONSULTANT shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$1,000,000 CSL or its equivalent, with a combined single limit of not less than \$1,000,000, protecting the CONSULTANT against claims of the CITY for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the CONSULTANT.
 - (5) Other Required Insurance Coverage: Where unusual operations are necessary to complete the work, such as Longshoremen and Harbor Workers' Exposures, use of aircraft or watercraft, use of explosives, and any high risk circumstances. No aircraft, watercraft or explosives shall be used without the express advance written approval of the CITY which may, thereupon, required additional insurance coverage's.
- b) All insurance other than Workers Compensation and Professional Liability that must be maintained by the CONSULTANT shall specifically include the CITY as an additional insured. All insurance minimum coverage's extend to any sub- CONSULTANT, and the CONSULTANT shall be responsible for all sub CONSULTANT's.
- c) The CONSULTANT shall provide Certificates of Insurance to the CITY evidencing that all such insurance is in effect prior to the issuance of the first Work Order under this Agreement. These Certificates of Insurance shall become part of this Agreement. Neither approval by the CITY nor failure to disapprove the insurance furnished by a CONSULTANT shall relieve the CONSULTANT of the CONSULTANT's full responsibility

for performance of any obligation including the CONSULTANT's indemnification of the CITY under this Agreement. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, Florida Statutes, or (3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT shall, as soon as the CONSULTANT has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to the CITY, the CONSULTANT shall be deemed to be in default of this Agreement.

- d) The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty days prior notice will be given to the CITY by submission of a new Certificate of Insurance.
- e) The CONSULTANT shall provide Certificate of Insurance directly to the CITY's Designated Representative. The certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification required by this Agreement.
- f) The CONSULTANT shall provide updated Certificate of Insurance form(s) directly to the CITY's Designated Representative upon renewal of any policy.
- g) Nothing in this Agreement or any action relating to this Agreement shall be construed as the CITY waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.
- h) The CITY shall not be obligated or liable under the terms of this Agreement to any party other than the CONSULTANT. There are no third party beneficiaries to this Agreement.
- i) The CONSULTANT is an independent CONSULTANT and not an agent, representative, or employee of the CITY. The CITY shall have no liability except as specifically provided in this Agreement.
- j) All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the CITY.

SECTION 35: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION

The CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONSULTANT, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued there under, and any and all requirements of Federal or State law related thereto.

SECTION 36: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS

- a) The CONSULTANT shall maintain books, records, documents, time and costs accounts, and other evidence directly related to its provision or performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.
- b) The CONSULTANT shall maintain and allow access to the records required under this Section for a minimum period of five years after the completion of the provision or performance services under this Agreement and date of final payment for said services, or date of termination of this Agreement.
- c) The CITY reserves the right to unilaterally terminate this Agreement if the CONSULTANT refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and other applicable law, and made or received by the CONSULTANT in conjunction, in any way, with this Agreement.
- d) The CITY may perform, or cause to have performed, an audit of the records of the CONSULTANT before or after final payment to support final payment under any Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONSULTANT and the CITY subsequent to the close of the final fiscal period in which services are provided or performed. Total compensation to the CONSULTANT may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONSULTANT. Conduct of this audit shall not delay final payment as required by this Section.
- e) In addition to the above, if Federal, State, County, or other entity funds are used for any services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or the County of Volusia, or any representative, shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.
- f) In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Agreement, the CONSULTANT shall refund such overpayment to the CITY within thirty days of notice by the CITY of the request for the refund.
- g) The CONSULTANT agrees to fully comply with all State laws relating to public records.
- h) The CONSULTANT agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

SECTION 37: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

SECTION 38: SUBMITTALS.

The following are items the CONSULTANT must submit to the CITY as stated in this Agreement:

1. Certificates of Insurance
 - a) Worker compensation insurance for all employees; Section 33, Paragraph (a)
 - b) Certificates of Liability Insurance; Section 33, Paragraph (a)
2. American with Disabilities Act; Section 16, Paragraph (f)
3. Price Schedule
4. Business Tax Receipt
5. Request for Taxpayer Identification Number and Certification IRS Form W-9

All provided to the CITY must be accurate and updated certifying the CONSULTANT is proceeding correctly.

SECTION 39: MAINTENANCE OF RECORDS

CONSULTANT will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by CONSULTANT for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. OWNER, or any duly authorized agents or representatives of OWNER, shall have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

SECTION 40: OWNERSHIP OF DOCUMENTS

Upon completion or termination of each Work Order, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared or developed by CONSULTANT under this Agreement shall be delivered to and become the property of CITY. CONSULTANT, at its own expense, may retain copies for its files and internal use. To the extent permitted by law, CITY agrees to indemnify and hold harmless CONSULTANT with respect to any claim, loss or damage, including attorney's fees incurred by CONSULTANT due to the CITY's use of said records, documents, tracings, plans, specifications, maps, evaluations, reports, computer disks and other technical data on some other project, unless such use is authorized by CONSULTANT.

With respect to and in consideration for the indemnification provided by CITY, CONSULTANT agrees to pay to CITY \$10.00, the sufficiency and receipt of which is acknowledged through the signing of this Agreement.

SECTION 41: EXHIBITS.

Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the CITY through its CITY Commission taking action on the _____ day of _____, _____, and the CONSULTANT signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:

Authorized Corporate Officer

CONSULTANT

By: _____
Authorized Corporate Officer

Date: 11/12/15

As approved by the CITY Commission of the CITY of Holly Hill at its meeting of 10 day of November, _____.

ATTEST:

Valerie Manning, City Clerk

CITY OF HOLLY HILL

By: _____
Joseph A. Forte, City Manager

Date: 12-4-2015



Quentin L. Hampton Associates
Civil and Environmental Engineers
A Mead & Hunt Company

July 10th, 2017

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

RE: Services Agreement for General **Engineering Services** with Quentin L. Hampton Associates, Inc.

CONTRACT ASSIGNMENT

WHEREAS, Mead & Hunt, Inc. (Mead & Hunt) has merged with Quentin L. Hampton, Associates, Inc. (QLH) and has retained employees of QLH as of June 30, 2017;

WHEREAS, The City of Holly Hill and QLH has entered into an (Agreement) for engineering services dated December 4th, 2015; and

WHEREAS, QLH wishes to assign its duties under the Agreement by written consent from The City of Holly Hill; to Mead & Hunt; and

NOW, THEREFORE, effective June 30, 2017 all rights, title and interest in the Agreement between The City of Holly Hill and QLH is hereby assigned and transferred to Mead & Hunt. Mead & Hunt accepts said assignment and agrees to perform the remaining obligations of QLH under the Agreement with the retained employees of QLH. Mead & Hunt shall be entitled to all monies remaining to be paid under the Agreement, which right is also assigned hereunder. All other terms and conditions shall remain in full force and effect.

This Agreement supersedes all previous negotiations, commitments, or any other Agreement with respect to the matter hereof.

Approved:

Approved:

Accepted:

City of Holly Hill

Quentin L. Hampton Associates, Inc.

Mead & Hunt, Inc.

By: *Joseph Forte*

By: *Brad Blais*

By: *Andrew J. Platz*

Name: Joseph Forte

Name: BRAD BLAIS

Name: Andrew J. Platz

Title: City Manager

Title: PRESIDENT

Title: President

The above person is authorized to sign for
Client and bind the Client to the terms
hereof.

Date: 8/23/17

Date: 7/6/17

Date: 8/23/17



Quentin L. Hampton Associates
Civil and Environmental Engineers
A Mead & Hunt Company

July 10th, 2017

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

RE: Transferring of Contract and associated projects from QLH to Mead & Hunt, Inc.

Dear Mr. Forte,

We are pleased to announce that Quentin L. Hampton, Associates, Inc. (QLH) has merged with Mead & Hunt, Inc. (Mead & Hunt) as of June 30, 2017. This merger will increase the service offerings and capabilities available to our clients, but will not change the personnel assigned to your projects or affect the personalized service you have come to expect from QLH. All QLH employees have been retained and their roles and terms of service have not changed. We are requesting to exercise the assignment terms of the current engineering services contract(s), as written.

Mead & Hunt, an employee-owned corporation, provides professional services in architecture, engineering, planning, and historic preservation to diverse markets including dams and hydropower, food and beverage processing, military, municipal infrastructure, renewable energy, transportation (aviation, highways and bridges) and water resources throughout the United States. Founded in 1900, the firm employs about 600 employees from more than 30 offices located across the nation.

Please find enclosed two Contract Assignments for your signature. Please sign and return in the self-addressed stamped envelope and keep one for your records. If you have any questions regarding the Contract Assignment, please call Dawn Zanto at (608) 273-6380.

Thank you for your immediate attention in this matter.

Sincerely,

A blue ink signature of Brad T. Blais, consisting of stylized, overlapping loops and strokes.

Brad T. Blais, P.E.

Enclosure: Contract Assignment

SECTION 6 Services Agreement

CITY OF HOLLY HILL
SERVICES AGREEMENT FOR
GENERAL ENGINEERING SERVICES
With **QUENTIN L. HAMPTON ASSOCIATES, INC.**
(REQUEST FOR QUALIFICATION RFQ-ENG-15-01)

THIS AGREEMENT is made and entered into this 4TH day of DEC, 2015, by and between <<consultant>>, a Florida corporation authorized to do business in the State of Florida, with its principal place of business at <<consultant address>>, hereinafter referred to as the CONSULTANT whose Federal I.D. number is 59-1221261, and City of Holly Hill, a Municipal Corporation of the State of Florida, by and through its Commissioners, whose principal place of business is at 1065 Ridgewood Ave., Holly Hill, Florida 32117, holding tax exempt status, hereinafter referred to as "CITY".

The CITY and the CONSULTANT are collectively referred to herein as the "parties".

WITNESSETH:

WHEREAS, the CITY desires to retain the professional services of the CONSULTANT; for the work identified in the Request For Qualifications (RFQ) and description of services outlined in Exhibit A; and

WHEREAS, the CONSULTANT has submitted a proposal for provision of those services; and

WHEREAS, the CITY desires to employ the CONSULTANT for the performance to support the activities, programs, and projects of the CITY upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing and providing such services upon said terms and conditions; and

WHEREAS, the CONSULTANT hereby warrants and represents to the CITY that it is competent and otherwise able to provide professional and high quality services to the CITY; and

WHEREAS, all submissions submitted by the CONSULTANT in the Qualifications/RFQ submitted to the CITY are hereby incorporated to the extent not inconsistent with the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

TABLE OF CONTENTS

SECTION 1: DEFINITIONS	3
SECTION 2: CAPTIONS	4
SECTION 3: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT	4
SECTION 4: NO GENERAL CITY OBLIGATION	4
SECTION 5: CONSULTANT UNDERSTANDING OF SERVICES REQUIRED	5
SECTION 6: GENERAL PROVISIONS	5
SECTION 7: CODES AND DESIGN STANDARDS	6
SECTION 8: SUB CONSULTANTS	6
SECTION 9: ASSIGNABILITY	7
SECTION 10: COMMENCEMENT / IMPLEMENTATION SCHEDULE OF AGREEMENT	7
SECTION 11: LENGTH OF AGREEMENT	7
SECTION 12: DESCRIPTION OF SERVICES	7
SECTION 13: CONSULTANT RESPONSIBILITIES	8
SECTION 14: CITY RIGHTS AND RESPONSIBILITIES	10
SECTION 15: WAIVER	12
SECTION 16: FORCE MAJEURE	12
SECTION 17: STANDARDS OF CONDUCT	12
SECTION 18: NOTICES	14
SECTION 19: DESIGNATED REPRESENTATIVES	14
SECTION 20: WORK ORDERS	15
SECTION 21: CHANGE ORDERS	16
SECTION 22: COMPENSATION	17
SECTION 23: INVOICE PROCESS	17
SECTION 24: TERMINATION OF AGREEMENT	18
SECTION 25: TERMINATION BY CONSULTANT FOR CAUSE	19
SECTION 26: TERMINATION BY THE CITY WITHOUT CAUSE	19
SECTION 27: PAYMENT IN THE EVENT OF TERMINATION	19
SECTION 28: ACTION FOLLOWING TERMINATION	20
SECTION 29: SUSPENSION	20
SECTION 30: ALTERNATIVE DISPUTE RESOLUTION (ADR)	20
SECTION 31: SEVERABILITY	20
SECTION 32: CONTROLLING LAWS/VENUE / INTERPRETATION	21
SECTION 33: INDEMNITY	21
SECTION 34: INSURANCE	22
SECTION 35: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION	23
SECTION 36: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS	24
SECTION 37: COUNTERPARTS	25
SECTION 38: SUBMITTALS	25
SECTION 39: MAINTENANCE OF RECORDS	25
SECTION 60: OWNERSHIP OF DOCUMENTS	25
SECTION 41: EXHIBITS	26
SIGNATURES	26

SECTION 1: DEFINITIONS.

Ad valorem - In proportion to the estimated value of the goods taxed.

Agreement – This document and all subsequent Work Orders between the CITY and CONSULTANT. Each Exhibit, as identified below, even if not physically attached, shall be treated as if they were part of this Agreement. The effective date of this Agreement is the date this document is signed by both parties.

Billing Period – The period of time between project commencement to the close of the current period, (inclusive); or from the close of the previous billing period, (exclusive), to the close of the current period, usually concurrent with the month. In no case shall this period be less than one calendar month except for the final Billing Period.

Bona Fide - Made or carried out in good faith; sincere.

CITY – The CITY of Holly Hill, a municipal corporation of the State of Florida holding tax exempt status.

CONSULTANT - To include all principals of the CONSULTANT including, but not limited to, full and part time employees, professional or otherwise, and all other agents employed by or for CONSULTANT to perform its obligations hereunder.

Description of Services - Shall be written in paragraph form reasonably describing those services the CITY can expect the CONSULTANT to provide. The description shall be written in such a manner that the type of service is clearly provided, but broad enough that all services reasonably expected of the CONSULTANT, including services provided by partners, sub CONSULTANTS, and other supporting professionals, can be provided to the CITY.

Designated Representative – A person who administers, reviews, and coordinates the provision of services. This definition applies equally to the CITY and to the CONSULTANT.

Force Majeure - Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Agreement is beyond the control and without the fault or negligence of the party seeking relief under this Agreement.

Law - Said phrase shall include statutes, codes, rules, and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

Pari Materia – of the same matter; on the same subject. Laws pari materia must be construed with reference to each other/together when related to the same matter or subject. The provisions of a contract/agreement are to be construed together with no isolated construction of a particular provision such that it would defeat the overall intent of the contract/agreement.

Submittals – Any item required by this agreement that the CONSULTANT must provide the CITY either for inclusion as part of this agreement or not.

Type of Service – Engineering Services of a professional nature in accordance with the controlling provisions of law,

Work Order - A detailed description of quantities, services, and a completion schedule provided issued by the CITY on its approved form which, on occasion, may contain documents published on CONSULTANT letterhead describing all work associated with the service to be provided by the CONSULTANT to the CITY for an agreed price referencing this Agreement by title and date.

SECTION 2: CAPTIONS.

The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

SECTION 3: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT.

- a) This Agreement, together with the Exhibits, constitutes the entire integrated Agreement between the CITY and the CONSULTANT and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits attached, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence, and statements, whether written or oral.
- b) This Agreement may only be amended, supplemented, or modified by a formal written amendment.
- c) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.
- d) The Exhibits made part of this Agreement are as follows:
 - Exhibit A - Scope of Services
 - Exhibit B - Certificates Insurance
 - Exhibit C - Draft CITY Work Order Form
 - Exhibit D - ADA Form
 - Exhibit E - Price Schedule
 - Exhibit F - Business Tax Receipt
 - Exhibit G - W-9
 - Exhibit H - Request for Qualifications RFQ-ENG-15-01
 - Exhibit I - CONSULTANT Submittal under RFQ-ENG-15-01

SECTION 4: NO GENERAL CITY OBLIGATION.

- a) In no event shall any obligation of the CITY under this Agreement be or constitute a general obligation or indebtedness of the CITY, a pledge of the ad valorem taxing power of the CITY or a general obligation or indebtedness of the CITY within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds
- b) The CONSULTANT shall not have the right to compel the exercise of the ad valorem taxing power of the CITY.

SECTION 5: CONSULTANT UNDERSTANDING OF SERVICES REQUIRED

- a) Execution of this Agreement by the CONSULTANT is a representation that the CONSULTANT is familiar with local conditions and with the services to be performed. The CONSULTANT shall make no claim for additional time or money based upon its failure to comply with this Agreement. The CONSULTANT has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the services and/or goods described in this Agreement and to be identified in the Work Orders, and that it is well acquainted with the components that are properly and customarily included within such projects and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. Execution of a Work Order shall be an affirmative and irrefutable representation by the CONSULTANT to the CITY that the CONSULTANT is fully familiar with any and all requisite work conditions of the provisions of the services.
- b) The recitals herein are true and correct and form and constitute a material part of this Agreement upon which the parties have relied.
- c) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONSULTANT (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONSULTANT is to be and shall remain forever an independent CONSULTANT with respect to all services performed under this Agreement.
- d) Persons employed by the CONSULTANT in the provision and performance of the services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY's officers and employees either by operation of law or by the CITY.

SECTION 6: GENERAL PROVISIONS.

- a) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it. The person(s) executing this Agreement for the CONSULTANT certifies/certify that he/she/they is/are authorized to bind the CONSULTANT fully to the terms of this Agreement.
- b) This Agreement is for services pertaining to various Engineering and related services needed for the CITY's operations as set forth herein and as otherwise directed by the CITY to include all labor and materials that may be required.
- c) The CONSULTANT acknowledges that the CITY may retain other CONSULTANTS to provide the same types of services for CITY projects. The CITY reserves the right to select which CONSULTANT shall provide services for CITY projects.
- d) The CONSULTANT acknowledges that the CITY has retained other CONSULTANTS and the coordination between said CONSULTANTS and the CONSULTANT may be

necessary from time to time for the successful completion of each Work Order. The CONSULTANT agrees to provide such coordination as necessary.

- e) The CONSULTANT agrees to provide and ensure coordination between goods/ services providers.
- f) Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement to include, but not be limited to, each Work Order. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement and each Work Order.
- g) CONSULTANT shall maintain an adequate and competent staff or professionally qualified persons throughout the performance of this Agreement to ensure acceptable and timely completion of each Work Order.
- h) Requirements for signing and sealing plans, reports, and documents prepared by the CONSULTANT shall be governed by the laws and regulations of Volusia County and State Regulatory agencies.
- i) The CONSULTANT hereby guarantees the CITY that all material, supplies, services, and equipment as listed on a Purchase Order meet the requirements, specifications, and standards as provided for under the Federal Occupations Safety and Health Act of 1970, from time to time amended and in force on the date hereof.
- j) No claim for services furnished by the CONSULTANT not specifically provided for herein shall be honored by the CITY.

SECTION 7: CODES AND DESIGN STANDARDS

- a) All the services to be provided or performed by the CONSULTANT shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any Federal, State, or local regulatory agencies.
- b) The CONSULTANT shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement.

SECTION 8: SUB CONSULTANTS.

- a) Any CONSULTANT proposed Sub CONSULTANT shall be submitted to the CITY for written approval prior to the CONSULTANT entering into a subcontract. Sub CONSULTANT information shall include, but not be limited to, State registrations, business address, occupational license tax proof of payment, and insurance certifications.
- b) The CONSULTANT shall coordinate the provision of services and work product of any CITY approved sub CONSULTANT and remain fully responsible for such services and work under the terms of this Agreement.
- c) Any subcontract shall be in writing and shall incorporate this Agreement and require the sub CONSULTANTS to assume performance of the CONSULTANT duties commensurately with the CONSULTANT's duties to the CITY under this Agreement, it being understood that

nothing herein shall in any way relieve the CONSULTANT from any of its duties under this Agreement. The CONSULTANT shall provide the CITY with executed copies of all subcontracts.

SECTION 9: ASSIGNABILITY.

The CONSULTANT shall not sublet, assign, or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to a bank, trust company, or other financial institution without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.

SECTION 10: COMMENCEMENT / IMPLEMENTATION SCHEDULE OF AGREEMENT.

- a) The CONSULTANT shall commence the provision of services as described in this Agreement immediately upon execution of this Agreement and issuance of a Work Order.
- b) The CONSULTANT and the CITY agree to make every effort to adhere to the schedules established for the various Work Orders as described in each Work Order. However, if the CONSULTANT is delayed at any time in the provision of services by any act or omission of the CITY, or of any employee of the CITY, or by any other CONSULTANT employed by the CITY, or by changes ordered by the CITY, or by strikes, lock outs, fire, unusual delay in transportation, unavoidable casualties, or any other causes of Force Majeure not resulting from the inactions or actions of the CONSULTANT and beyond the CONSULTANT's control which would not reasonably be expected to occur in connection with or during performance or provision of the services, or by delay authorized by the CITY pending a decision, or by any cause which the CITY shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. It is further expressly understood and agreed that the CONSULTANT shall not be entitled to any damages or compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

SECTION 11: LENGTH OF AGREEMENT.

- (a). The term of this Contract is five (5) years commencing on the date of full execution of this Contract by the parties.
- (b). The CONTRACTOR services shall begin upon written notification to proceed by the CITY.
- (c). CONTRACTOR services shall be on a work order basis and may include matters such as serving as an expert witness.
- (d). Subsequent to the conclusion of the initial five (5) year term, this Contract may be renewed by the City Manager for an additional two (2), one (1) year periods. Should the CITY wish to not have this Contract renewed for any year, the CITY shall provide written notice to the CONTRACTOR ninety (90) days prior to the ending date.

SECTION 12: DESCRIPTION OF SERVICES.

- a) The CONSULTANT agrees to perform diverse engineering services for the CITY relating to various projects of the CITY. The Description of Services is further and more specifically outlined in Exhibit A.

- b) The CONSULTANT shall diligently and in a professional and timely manner perform and provide the services outlined herein or as included in each subsequently entered Work Order. Unless modified in writing by the parties hereto, the duties of the CONSULTANT shall not be construed to exceed the provision of the services pertaining to this Agreement.
- c) The CITY and CONSULTANT agree that there may be certain additional services required to be performed by the CONSULTANT during the performance of the Work Orders that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as a Change Order in accordance with Section 20. The Work Orders may contain additional instructions or provide specifications upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 13: CONSULTANT RESPONSIBILITIES.

- a) CONSULTANT, in representing CITY, shall promote the best interest of CITY and assume towards CITY a duty of the highest trust, confidence, and fair dealing.
- b) The CONSULTANT agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida and in Broward County, Florida, including, but not limited to, all licenses required by the respective State boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONSULTANT pursuant to this Agreement.
- c) The CONSULTANT agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.
- d) The CONSULTANT has represented to the CITY that it has expertise in the type of professional services that will be required for the services to be provided hereunder. The CONSULTANT agrees that all services to be provided by CONSULTANT pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by CONSULTANT hereunder. In the event of any conflicts in these requirements, the CONSULTANT shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.
- e) The CONSULTANT shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by the CONSULTANT under this Agreement as well as the conduct of its staff, personnel, employees, and agents. The CONSULTANT shall work closely with the CITY on all aspects of the provision of the services. With respect to services, the CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONSULTANT under this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors or

deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

- f) The CONSULTANT agrees to employ and designate, in writing, within five (5) calendar days after receiving its Notice to Proceed, a qualified licensed professional to serve as the CONSULTANT's project manager (hereinafter referred to as the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONSULTANT with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement. The CONSULTANT agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the CONSULTANT hereunder. The person selected by the CONSULTANT to serve as the Project Manager shall be subject to the prior approval and acceptance of the CITY.
- g) CONSULTANT agrees, within fourteen (14) calendar days of receipt of a written request from the CITY, to promptly remove and replace the Project Manager, or any other personnel employed or retained by the CONSULTANT, or any sub-consultants or subcontractors or any personnel of any such sub-consultants or subcontractors engaged by the CONSULTANT to provide and perform services or work pursuant to the requirements of this Agreement, whom the CITY shall request in writing to be removed, which request may be made by the CITY with or without cause.
- h) Neither CITY review, approval, or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. The CONSULTANT shall be and shall remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONSULTANT's negligent or improper performance or failure to perform any of the services furnished under this Agreement.
- i) The rights and remedies of the CONSULTANT, provided for under this Agreement, are in addition to any other rights and remedies provided by law.
- j) In the event the CONSULTANT fails to comply with the terms and conditions of this Agreement, the CITY shall notify the CONSULTANT's Designated Representative in writing so that the CONSULTANT may take remedial action.
- k) Time is of the essence in the performance of all services provided by the CONSULTANT under the terms of this Agreement and each and every Work Order.
- l) CONSULTANT agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONSULTANT's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONSULTANT hereunder, and CONSULTANT shall require all of its employees, agents, sub-consultants and subcontractors to comply with the provisions of this paragraph.
- m) CONSULTANT agrees to certify all estimates of construction costs and Project completion dates prepared by the CONSULTANT. Said certifications shall be in a form approved by the CITY.

- n) Evaluations of the CITY's Project budget, preliminary estimates of construction cost and detailed estimates of construction cost prepared by the CONSULTANT represent the CONSULTANT's best judgment as a design professional familiar with the construction industry. Prior to authorizing the CONSULTANT to proceed with preparation of the Final Design, the CITY may establish and communicate to the CONSULTANT a maximum sum for the cost of construction of the Project ("Maximum Cost Limit"). If the CITY has not advertised for bids within ninety (90) days after the CONSULTANT submits the Final Design to the CITY, the estimate of the cost of construction may be adjusted. The CONSULTANT cannot and does not guarantee that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by the CONSULTANT. Notwithstanding anything above to the contrary, the CITY may require the CONSULTANT to revise and modify Construction Documents and assist in the re-bidding of the Work at no additional cost to the CITY if all responsive and responsible bids received exceed the Maximum Cost Limit.
- o) CONSULTANT shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors.

SECTION 14: CITY RIGHTS AND RESPONSIBILITIES.

- a) The CITY shall furnish a Designated Representative to act as CITY's representative with respect to the services to be rendered under this Agreement (hereinafter referred to as the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to CONSULTANT's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONSULTANT that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:
 - (1) The time the CONSULTANT is obligated to commence and complete all such services; or
 - (2) The amount of compensation the CITY is obligated or committed to pay the CONSULTANT.
- b) The Project Coordinator shall:
 - (1) Review and make appropriate recommendations on all requests submitted by the CONSULTANT for payment for services and work provided and performed in accordance with this Agreement;
 - (2) Provide all criteria and information requested by CONSULTANT as to CITY's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;
 - (3) Upon request from CONSULTANT, assist CONSULTANT by placing at CONSULTANT's disposal all available information in the CITY's possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project
 - (4) Arrange for access to and make all provisions for CONSULTANT to enter the Project site to perform the services to be provided by CONSULTANT under this Agreement; and

- (5) Provide notice to CONSULTANT of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by CONSULTANT hereunder.
- c) CITY shall be responsible for the acquisition of all easements, property sites, rights-of-way, or other property rights required for a project and for the costs thereof, including the costs of any required land surveys in connection with such acquisition.
 - d) The CITY shall reasonably cooperate with the CONSULTANT in a timely fashion at no cost to the CONSULTANT as set forth in this Section.
 - e) The CITY shall make CITY personnel available where, in the CITY's opinion, they are required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely at the discretion of the CITY.
 - f) The CITY shall furnish the CONSULTANT with existing data, records, maps, plans, specifications, reports, fiscal data, and other planning information that is available in the CITY's files that is necessary or useful to the CONSULTANT for the performance of the Work. All such documents conveyed by the CITY shall be, and remain the property of, the CITY and shall be returned to the CITY upon completion of the Work to be performed by the CONSULTANT.
 - g) The CITY shall examine all CONSULTANT reports, sketches, drawing, estimates, Qualifications, and other documents presented to the CITY and indicate the CITY's approval or disapproval within a reasonable time so as not to materially delay the provisions of the services of the CONSULTANT.
 - h) The CITY shall provide access to and make provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT within a reasonable time to perform work as necessary to complete the Work Order. The CONSULTANT acknowledges that access to a project site, to be arranged by CITY for CONSULTANT, may be provided during times that are not the normal business hours of the CONSULTANT.
 - i) The CITY shall transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this Agreement.
 - j) The CITY shall give written notice to the CONSULTANT whenever the CITY designated representative knows of a development that affects the services provided and performed under this Agreement, timing of the CONSULTANT's provision of services, or a defect or change necessary in the services of the CONSULTANT.
 - k) The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law; the CITY may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Agreement.
 - l) The CITY shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Agreement or the responsibilities of the CONSULTANT in carrying out the duties and responsibilities deriving from this Agreement.

- m) The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.
- n) Neither the CITY's review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor or any cause of action arising out of the performance of this Agreement and the CONSULTANT shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the CONSULTANT's negligent or wrongful provision or performance of any of the services furnished under this Agreement.
- o) All deliverable analysis, reference data, survey data, plans and reports, or any other form of written instrument or document that may result from the Consultant's services or have been created during the course of the CONSULTANT's performance under this Agreement shall become the property of the CITY after final payment is made to the CONSULTANT.
- p) In the event the CITY fails to comply with the terms and conditions of this Agreement, the CONSULTANT shall notify the CITY's Designated Representative in writing so that the CITY may take remedial action.

SECTION 15: WAIVER.

The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 16: FORCE MAJEURE.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure.

SECTION 17: STANDARDS OF CONDUCT.

- a) 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 the CONSULTANT 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 any other consideration, contingent upon or resulting from the award of making this Agreement.
- b) If the CITY determines that any employee or representative of the CONSULTANT is not satisfactorily performing his or her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Agreement, the CITY shall so notify the CONSULTANT, in writing. The CONSULTANT shall immediately remove such employee or representative of the CONSULTANT from such assignment.

- c) The CONSULTANT hereby certifies (in writing) that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONSULTANT, or any interest in property that the CONSULTANT may have. The CONSULTANT further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Agreement.
- d) The CONSULTANT shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related 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.
- e) The CITY shall not intentionally award publicly-funded contracts to any CONSULTANT who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationality Act (INA)]. The CITY shall consider the employment by the CONSULTANT of unauthorized aliens, a violation of Section 274A (e) of the INA. Such violation by the CONSULTANT of the employment provisions contained in Section 274A (e) of the INA shall be grounds for immediate termination of this Agreement by the CITY.
- f) The CONSULTANT shall comply with the requirements of the Americans with Disabilities Act (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.
- g) The CONSULTANT shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection, or discrimination.
- h) If the CONSULTANT or an affiliate is placed on a discriminatory vendor list, such action may result in termination by the CITY. The CONSULTANT shall certify, upon request by the CITY that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.
- i) If the CONSULTANT or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination by the CITY. The CONSULTANT shall certify, upon request by the CITY, that is qualified to submit a bid under Section 287.133, Public Entity Crime, (2)(a), Florida Statutes.
- j) The CONSULTANT shall certify, upon request by the CITY, that the CONSULTANT maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.
- k) The CONSULTANT agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the services provided to the CITY. The CONSULTANT agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment safety, environmental and health laws.

- l) If applicable, in accordance with Section 216.347, Florida Statutes, the CONSULTANT shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the Judicial Branch, or State Agency.
- m) The CONSULTANT shall not publish any documents or release information regarding this Agreement to the media without prior approval of the CITY.
- n) The CONSULTANT shall ensure that all services are provided to the CITY after the CONSULTANT has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.
- o) The CONSULTANT shall ensure that all taxes due from the CONSULTANT are paid in a timely and complete manner including, but not limited to, occupational license tax.

SECTION 18: NOTICES.

- a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.
- b) For the present, the parties designate the following as the representative places for giving of notice, to-wit:
 - (1). For the CITY:
Joseph Forte, City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117
(386)248-9425
 - (2). For the CONSULTANT:
Brad T. Blais, P.E., President
Quentin L. Hampton Associates, Inc.
PO Drawer 290247
Port Orange, FL 32129
Telephone Number: (386) 761-6810
E-mail Address: bblais@qlha.com
- c) Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONSULTANT agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice, or any other grounds as a substitute for the failure of the CONSULTANT to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.

SECTION 19: DESIGNATED REPRESENTATIVES.

- a) The City Manager, or his designated representative, represents the CITY in all matters pertaining to and arising from the work and the performance of this Agreement.
- b) The City Manager or his designated representative shall have the following responsibilities:
 - (1) Examination of all work and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT;
 - (2) Transmission of instructions, receipt of information, and interpretation and definition of CITY's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;
 - (3) Giving prompt written notice to the CONSULTANT whenever the CITY knows of a
- c) Until further written notice, the CITY's Designated Representative for this Agreement is:

City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32164
Telephone Number: (386) 248-9425
- d) Prior to start of any work under this Agreement, the CONSULTANT shall submit to the CITY detailed resumes of key professional personnel that will be involved in performing services described in the work. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the CONSULTANT desires to change key professional personnel in an active assignment, it shall submit the Qualifications of the new professional personnel to the CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.
- e) Until further written notice, the CONSULTANT's Designated Representative for this Agreement is:

Brad T. Blais, P.E., President
Quentin L. Hampton Associates, Inc.
PO Drawer 290247
Port Orange, FL 32129
Telephone Number: (386) 761-6810
E-mail Address: bblais@qlha.com

SECTION 20: WORK ORDERS.

- a) The provision of services to be performed under this Agreement may commence immediately upon the execution of a Work Order as directed and determined by the CITY. Services to be provided by the CONSULTANT to the CITY shall be negotiated between the CONSULTANT and the CITY. Each Work Order shall reference this agreement by title and date, include a detailed description of quantities, services, and a completion schedule,

and will be provided on CONSULTANT letterhead. Services described in said Work Order will commence upon the issuance of a CITY Notice-To-Proceed.

- b) If the services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The CONSULTANT shall perform all services required by the Work Order but in no event shall the CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein.
- c) The CONSULTANT and the CITY agree to make every effort to adhere to the schedule established for the various Work Orders described in the Work Order.
- d) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, the CONSULTANT shall perform all work required by the Work Order; but in no event shall the CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Order.
- e) For Work Orders issued on a "Fixed Fee Basis," the CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.
- f) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONSULTANT may invoice the amount due for actual work hours performed; but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.
- g) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes. If the CITY determines that work is substantially complete and the amount retained, if any, is considered to be in excess, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.
- h) or Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the CONSULTANT may invoice the amount due for services actually performed and completed. The CITY shall pay the CONSULTANT one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

SECTION 21: CHANGE ORDERS.

- a) The CITY may revise the Description of Services set forth in any particular Work Order.
- b) Revisions to any Work Order shall be authorized in writing by the CITY as a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. The Change Orders may contain additional instructions or provisions specific upon certain aspects of this Agreement pertinent to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. An Agreement between the parties on and execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and

to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the CONSULTANT schedule.

- c) If instructed by the CITY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. The CONSULTANT must submit for CITY approval a revised Qualification with a revised fee quotation. Additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the work by Change Order to the Work Order.

SECTION 22: COMPENSATION.

- a) Compensation to the CONSULTANT for the services performed on each Work Order shall be as set forth the Work Order/Change Order or as set forth in Exhibit C which enumerates hourly rates and other charges of the CONSULTANT. The initial fee for the subject Project shall be as subsequently negotiated by the parties.
- b) The CITY shall not pay for items such as gas, tolls, mileage, meals, etc. and other items not directly attributable to items produced for each Work Order. All such costs incurred within the Volusia County area or in transit from The CONSULTANT's servicing office and the CITY shall be considered non- reimbursable.
- c) Work performed by the CONSULTANT without written approval by the CITY's Designated Representative shall not be compensated. Any work performed by the CONSULTANT without approval by the CITY is performed at the CONSULTANT's own election.
- d) In the event the CITY fails to provide compensation under the terms and conditions of this Agreement, the CONSULTANT shall notify the CITY's Designated Representative in order that the CITY may take remedial action.
- e) Pricing has been calculated based on the current prices for the goods and/or services that are the subject of the RFQ. However, the market for the goods and/or services that pertain to this RFQ may be volatile on the basis of fuel costs and sudden and substantial price increases could occur. The CONSULTANT agrees to use its best efforts to obtain the lowest possible prices from fuel suppliers, but should there be a substantial and prejudicial increase in fuel prices for fuel that is purchased after execution of this Agreement which fuel prices directly and materially relate to the pricing of the goods and/or services provided for in this Agreement, the CITY agrees, upon written request from the CONSULTANT, to consider a reasonable adjustment to the prices set forth in this Agreement based upon the following index: Engineering News Record, Construction Cost Index, etc.. Any claim by the CONSULTANT for a price increase, as provided above, shall state, with specificity, the increased cost, the product in question, and the source of supply, and shall be supported by invoices or bills of sale and such other information as may be required by the CITY. Only one (1) such request from the CONSULTANT will be considered in each calendar year period. The decision of the CITY shall be final and non-appealable

SECTION 23: INVOICE PROCESS.

- a) Payments shall be made by the CITY to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONSULTANT shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing all services, a Project Status Report, the cost of the services, the name and address of the CONSULTANT, Work Order Number, Purchase Order Number, Contract Number and all other information required by this Agreement.
- b) Invoices which are in an acceptable form to the CITY and without disputable items will be processed for payment in accordance with the *Florida Prompt Payment Act*.
- c) The CONSULTANT will be notified by the CITY of any disputable items contained in invoices in accordance with the *Florida Prompt Payment Act* with an explanation of the deficiencies.
- d) The CITY and the CONSULTANT will make every effort to resolve all disputable items contained in the CONSULTANT's invoices.
- e) Each invoice shall reference this Agreement, the appropriate Work Order and Change Order if applicable, Purchase Order, the billing period, and include a Project Status Report for the period being billed.
- f) The *Florida Prompt Payment Act* shall apply.
- g) Invoices are to be forwarded directly to the designated project manager:

CITY of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

SECTION 24: TERMINATION OF AGREEMENT.

- a) The CITY may terminate this Agreement or any Work Order for convenience at any time for one or more of the reasons as follows:
 - (1) If, in the CITY's opinion, adequate progress under a Work Order is not being made by the CONSULTANT; or
 - (2) If, in the CITY's opinion, the quality of the services provided by the CONSULTANT is/are not in conformance with commonly accepted professional standards, standards of the CITY, the requirements of Federal or State regulatory agencies, and the CONSULTANT has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or
 - (3) The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT; or
 - (4) The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(5) The CONSULTANT violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the CITY Code of Conduct.

- b) In the event of any of the causes described in this Section, the CITY's Designated Representative may send a certified letter requesting that the CONSULTANT show cause why the Agreement or any Work Order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within fourteen calendar days of the receipt of the letter, the CITY may consider the CONSULTANT to be in default, and may immediately terminate this Agreement or any Work Order in progress under this Agreement.
- c) In the event that this Agreement or a Work Order is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Agreement without any recourse by the CONSULTANT.

SECTION 25: TERMINATION BY CONSULTANT FOR CAUSE.

- a) The CONSULTANT may terminate this Agreement if:
 - (1) The CITY materially fails to meet its obligations and responsibilities as contained in Section 14; CITY Rights and Responsibilities; or
 - (2) The CITY fails to pay the CONSULTANT in accordance with this Agreement.
- b) In the event of either of the causes described in Subsection (a), the CONSULTANT shall send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the CONSULTANT within fourteen calendar days of the receipt of said show cause notice, the CONSULTANT may consider the CITY to be in default, and may immediately terminate this Agreement.

SECTION 26: TERMINATION BY THE CITY WITHOUT CAUSE.

- a) Notwithstanding any other provision of this Agreement, the CITY Manager shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate any specific Work Order without cause, if such termination is deemed by the CITY to be in the public interest, provided that thirty (30) calendar days prior written notice is given to the CONSULTANT of the CITY's intent to terminate.
- b) In the event that this Agreement is terminated, the CITY shall identify any specific Work Order(s) being terminated and the specific Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.
- c) This Agreement will remain in full force and effect as to all authorized Work Order(s) that is/are to be continued to completion.

SECTION 27: PAYMENT IN THE EVENT OF TERMINATION.

In the event this Agreement or any Work Order is terminated or canceled prior to final completion payment for the unpaid portion of the services provided by the CONSULTANT to the date of termination and any additional services shall be paid to the CONSULTANT.

SECTION 28: ACTION FOLLOWING TERMINATION.

Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue the provision of all services, unless the notice provides otherwise.

SECTION 29: SUSPENSION.

- a) The performance or provision of the CONSULTANT services under any Work Order under this Agreement may be suspended by the CITY at any time.
- b) In the event the CITY suspends the performance or provision of the CONSULTANT's services hereunder, the CITY shall so notify the CONSULTANT in writing. Such suspension becoming effective upon the date stated in the notice. The CITY shall pay to the CONSULTANT within thirty days all compensation which has become due to and payable to the CONSULTANT to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONSULTANT for the suspended provision of services unless and until the CITY's designated representative notifies the CONSULTANT in writing that the provision of the services of the CONSULTANT called for hereunder are to be resumed by the CONSULTANT.
- c) Upon receipt of written notice from the CITY that the CONSULTANT's provision of services hereunder are to be resumed, the CONSULTANT shall continue to provide the services to the CITY.

SECTION 30: ALTERNATIVE DISPUTE RESOLUTION (ADR).

- a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.
- b) The CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONSULTANT had knowledge and failed to present during the CITY procedures.
- c) In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 31: SEVERABILITY.

- a) If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

- b) All provisions of this Agreement shall be read and applied in Pari Materia with all other provisions hereof.
- c) Violation of this Agreement by the CONSULTANT is recognized by the parties to constitute irreparable harm to the CITY.

SECTION 32: CONTROLLING LAWS/VENUE / INTERPRETATION.

- a) This Agreement is to be governed by the laws of the State of Florida.
- b) Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Volusia County, Florida.
- c) This Agreement is the result of bona fide arm's length negotiations between the CITY and the CONSULTANT and all parties have contributed substantially and materially to the preparation of the Contract. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 33: INDEMNITY

- a) The CONSULTANT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed by the CONSULTANT in the performance of the contract.
- b) CITY and CONSULTANT acknowledge that the conditions of any construction contract shall include language, satisfactory to the CITY's attorney, in which the contractor agrees to hold harmless and to defend CITY, its agents and employees from all suits and actions, including attorney's fees, and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of the construction contract or work performed thereunder.
- c) Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.
- d) In claims against any person or entity indemnified under this Section by an employee of the CONSULTANT or its agents or sub CONSULTANTS, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or its agents or sub CONSULTANTS, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.
- e) The execution of this Agreement by the CONSULTANT shall obligate the CONSULTANT to comply with the indemnification provision in this Agreement; however, the CONSULTANT must also comply with the provisions of this Agreement relating to insurance coverage's.

SECTION 34: INSURANCE.

- a) The CONSULTANT shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the CITY and with only such terms and conditions as may be acceptable to the CITY:
- (1) Workers Compensation/Employer Liability: The CONSULTANT shall provide Worker Compensation insurance for all employees engaged in the work under this Agreement in accordance with the laws of the State of Florida. Employers' Liability Insurance at limits not less than the following:
 - \$500,000 Each Accident
 - \$100,000 Disease Each Employee
 - (2) Comprehensive General Liability: The CONSULTANT shall provide coverage for all operations including, but not limited to, contractual, independent CONSULTANT, products and complete operations and personal injury with limits not less than the following:
 - \$1,000,000 Bodily Injury & Property Damage - each occurrence
 - \$1,000,000 Personal & Advertising Injury - each occurrence
 - \$2,000,000 General Aggregate
 - (3) Comprehensive Business Automobile Liability: The CONSULTANT shall provide complete coverage with a combined single limit of not less than \$1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.
 - (4) Professional Liability: The CONSULTANT shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$1,000,000 CSL or its equivalent, with a combined single limit of not less than \$1,000,000, protecting the CONSULTANT against claims of the CITY for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the CONSULTANT.
 - (5) Other Required Insurance Coverage: Where unusual operations are necessary to complete the work, such as Longshoremen and Harbor Workers' Exposures, use of aircraft or watercraft, use of explosives, and any high risk circumstances. No aircraft, watercraft or explosives shall be used without the express advance written approval of the CITY which may, thereupon, required additional insurance coverage's.
- b) All insurance other than Workers Compensation and Professional Liability that must be maintained by the CONSULTANT shall specifically include the CITY as an additional insured. All insurance minimum coverage's extend to any sub- CONSULTANT, and the CONSULTANT shall be responsible for all sub CONSULTANTS.
- c) The CONSULTANT shall provide Certificates of Insurance to the CITY evidencing that all such insurance is in effect prior to the issuance of the first Work Order under this Agreement. These Certificates of Insurance shall become part of this Agreement. Neither approval by the CITY nor failure to disapprove the insurance furnished by a CONSULTANT shall relieve the CONSULTANT of the CONSULTANT's full responsibility

for performance of any obligation including the CONSULTANT's indemnification of the CITY under this Agreement. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, Florida Statutes, or (3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT shall, as soon as the CONSULTANT has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to the CITY, the CONSULTANT shall be deemed to be in default of this Agreement.

- d) The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty days prior notice will be given to the CITY by submission of a new Certificate of Insurance.
- e) The CONSULTANT shall provide Certificate of Insurance directly to the CITY's Designated Representative. The certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification required by this Agreement.
- f) The CONSULTANT shall provide updated Certificate of Insurance form(s) directly to the CITY's Designated Representative upon renewal of any policy.
- g) Nothing in this Agreement or any action relating to this Agreement shall be construed as the CITY waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.
- h) The CITY shall not be obligated or liable under the terms of this Agreement to any party other than the CONSULTANT. There are no third party beneficiaries to this Agreement.
- i) The CONSULTANT is an independent CONSULTANT and not an agent, representative, or employee of the CITY. The CITY shall have no liability except as specifically provided in this Agreement.
- j) All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the CITY.

SECTION 35: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION

The CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONSULTANT, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued there under, and any and all requirements of Federal or State law related thereto.

SECTION 36: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS

- a) The CONSULTANT shall maintain books, records, documents, time and costs accounts, and other evidence directly related to its provision or performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.
- b) The CONSULTANT shall maintain and allow access to the records required under this Section for a minimum period of five years after the completion of the provision or performance services under this Agreement and date of final payment for said services, or date of termination of this Agreement.
- c) The CITY reserves the right to unilaterally terminate this Agreement if the CONSULTANT refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and other applicable law, and made or received by the CONSULTANT in conjunction, in any way, with this Agreement.
- d) The CITY may perform, or cause to have performed, an audit of the records of the CONSULTANT before or after final payment to support final payment under any Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONSULTANT and the CITY subsequent to the close of the final fiscal period in which services are provided or performed. Total compensation to the CONSULTANT may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONSULTANT. Conduct of this audit shall not delay final payment as required by this Section.
- e) In addition to the above, if Federal, State, County, or other entity funds are used for any services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or the County of Volusia, or any representative, shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.
- f) In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Agreement, the CONSULTANT shall refund such overpayment to the CITY within thirty days of notice by the CITY of the request for the refund.
- g) The CONSULTANT agrees to fully comply with all State laws relating to public records.
- h) The CONSULTANT agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

SECTION 37: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

SECTION 38: SUBMITTALS.

The following are items the CONSULTANT must submit to the CITY as stated in this Agreement:

1. Certificates of Insurance
 - a) Worker compensation insurance for all employees; Section 33, Paragraph (a)
 - b) Certificates of Liability Insurance; Section 33, Paragraph (a)
2. American with Disabilities Act; Section 16, Paragraph (f)
3. Price Schedule
4. Business Tax Receipt
5. Request for Taxpayer Identification Number and Certification IRS Form W-9

All provided to the CITY must be accurate and updated certifying the CONSULTANT is proceeding correctly.

SECTION 39: MAINTENANCE OF RECORDS

CONSULTANT will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by CONSULTANT for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. OWNER, or any duly authorized agents or representatives of OWNER, shall have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

SECTION 40: OWNERSHIP OF DOCUMENTS

Upon completion or termination of each Work Order, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared or developed by CONSULTANT under this Agreement shall be delivered to and become the property of CITY. CONSULTANT, at its own expense, may retain copies for its files and internal use. To the extent permitted by law, CITY agrees to indemnify and hold harmless CONSULTANT with respect to any claim, loss or damage, including attorney's fees incurred by CONSULTANT due to the CITY's use of said records, documents, tracings, plans, specifications, maps, evaluations, reports, computer disks and other technical data on some other project, unless such use is authorized by CONSULTANT.

With respect to and in consideration for the indemnification provided by CITY, CONSULTANT agrees to pay to CITY \$10.00, the sufficiency and receipt of which is acknowledged through the signing of this Agreement.

SECTION 41: EXHIBITS.

Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the CITY through its CITY Commission taking action on the _____ day of _____, _____, and the CONSULTANT signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:



Authorized Corporate Officer

CONSULTANT

By: 

Authorized Corporate Officer

Date: 11/12/15

As approved by the CITY Commission of the CITY of Holly Hill at its meeting of 10 day of NOVEMBER.

ATTEST:



Valerie Manning, City Clerk

CITY OF HOLLY HILL

By: 

Joseph A. Forte, City Manager

Date: 12-4-2015

EXHIBIT A Scope of Services

GENERAL SCOPE OF SERVICES:

CONSULTANT shall provide to CITY professional engineering services in all phases of the work to which this General Engineering Services Agreement applies. The exact nature and magnitude of the required professional services cannot be defined precisely at the time of entering into this Agreement. The services to be performed by CONSULTANT will be set forth in the scope of services described in Work Orders to be issued by CITY from time to time. This shall include, at a minimum, the following services:

- Program Management Services
- Special Services such as Feasibility Studies and Planning
- Stormwater Management Design
- Paving and Drainage Improvements
- Roadway and Enhancement Project Design including FDOT or County related projects
- Traffic Engineering
- Construction Design, Contract Administration, Engineering and Inspection
- Public Works Permitting and Inspections
- Wastewater Treatment Plant, pump station and collection system design
- Water Treatment Plant and distribution system design
- Electrical/Electronic/SCADA system upgrades
- Property, Boundary, Easements, R/W, Topographic, and Utility surveys
- Site Plan Review
- Other miscellaneous professional services that the city may desire

SERVICES

The scope of this Contract includes, but is not limited to:

Program Management Services

- Assist with program and project prioritization including benefit/cost analysis, preparation of business cases and related financial analysis.
- Provide support of scope management, cost management (including earned value management), schedule management, risk analysis, communications management, stakeholder management, and other related duties.
- Assist in quality management including the creation and oversight of a new internal Quality Assurance and Quality Control Process. Perform quality control, including constructability reviews, for design document submittals, including work performed by other Consultants.
- Assist in the creation and oversight of a Change Management System for all proposed scope changes, additional budget requests, consultant additional fee requests, etc.
- Assist in the management of the existing Purchasing Contracts including analysis and reporting of proper contract usage and Consultant rotation (for Master Contracts).
- Assist in the creation of Scope documents, special Contract Provisions, Project Concept Reports, Request for Proposal (RFP) documents and other related documents for new Professional Services Contracts.
- Assist in the creation of documents required for Purchasing Construction Projects.
- Assist in the tracking of work orders and contract expirations and required financial related amendments.

- Prepare project schedules, costs estimates and value engineering analysis and/or review this information that is provided to the CITY by others as needed.
- Present/ provide public meeting support.
- Preparing official minutes for project related meetings for the City of Holly Hill's approval and dissemination.
- Assist with conducting man-hour costs and project schedule negotiations with Consultants.
- Provide Value Engineering services as requested.
- Provide Structural Engineering review services and expertise as needed.
- Research Engineering related topics as needed and provide related technical summaries of requested information.
- Provide expertise in a variety of other Engineering topics as requested.
- Provide Utility Coordination and support, including pre-construction coordination, related to all Capital Projects.
- Serve as a liaison for FDOT or Volusia County projects within the City of Holly Hill as needed.
- Provide temporary in-house program management staff, if requested, on a part-time or full-time basis.

Planning Support

- Prepare various concept and feasibility studies for Capital Projects as needed.
- Analyze alternative design concepts and prepare technical reports as needed.
- Perform transportation planning and traffic operations studies for various projects as needed.
- Prepare Complete Street or Context Sensitive Design studies as needed.
- Provide review of Project Development and Environment (PD&E) studies being performed within the city.

Design Support

- As requested, furnish expertise, labor and resources in preparing complete code compliant sets of construction contract documents, plans, specifications and special provisions as needed for Capital Projects. These projects include, but are not limited to, roadway, sidewalk, trail, stormwater and/or water quality, buildings, landscaping/irrigation, water/wastewater treatment plant, water distribution, wastewater collections, and well field projects.
- Provide Survey and Mapping services as needed to complete the required design services.
- Provide any post design services and/or plan update services as needed to include record drawings and as-built drawings.
- Attend meetings as necessary and provide any related Public Information support.
- Prepare Maintenance of Traffic (MOT) plans as needed and/or provide the review of MOT plans prepared by others.
- Prepare Landscape Design plans as needed and/or review Landscape Plans prepared by others.
- Provide Geotechnical Engineering support as needed.
- Provide other services as needed related to the Design elements of related Capital Projects.

Construction Engineering and Inspection Services

- Conducting and/or attending preconstruction meetings.
- Review and approval of shop drawings, products, etc.
- Preparation of change orders.
- Construction contract administration.
- Construction engineering and inspection services.
- Coordination/provision of record drawings and as-built drawings.

- Construction services for FDOT funded projects which must follow FDOT guidelines.
- Additional engineering services as may be required during the course of construction.

Grant Funding Support

- Assist in preparation of various grant applications and associated documents for Public Works Department related grants.
- Assist in coordination with the Florida Department of Transportation for LAP projects and assist in the preparation of the necessary forms and related documents.
- Assist with duties related to the various committees at the River to Sea Transportation Planning Organization (TPO), including review of agenda packet technical information, preparation of Prioritized Project Lists, creation of new project applications, preparation of presentations and other associated duties.
- Provide other related grant funding support as needed.

Miscellaneous Support

- Provide assistance to obtain all permits for Capital Projects or others as required for the Public Works Department.
- Consumptive use permitting, DEP operating and/or construction permits.
- NPDES wastewater permitting, reuse permitting, capacity analysis reports, reuse feasibility reports.
- SJRWMD permitting, NPDES MS4 permitting support, Corp of Engineers permitting, etc.
- Provide assistance for property acquisitions related to hearings, condemnations proceedings, and other litigation including the preparation of trial exhibits.
- Site plan review services.
- Provide appraisals and other property acquisition support as needed.
- Preparation of applicable easements, R/W acquisition documents.
- Provide environmental research and support, including, but not limited to, contamination analysis, wetland research and analysis, threatened and endangered species and archeological and historical research.
- Assist with necessary duties as required related to disaster storm/recovery. Coordinate with FEMA, NRCS and FHWA for reimbursements and potential funding to repair storm related damage to the Transportation and Stormwater system.
- Provide assistance with the CITY's Asset Management system including review and prioritization of asset management data (such as pavement condition index scores, etc.).
- Provide coordination and analysis of the CITY's Work Management System and assist with the integration of the CITY's Asset Management System.
- Preparation or procurement of operation and maintenance manuals
- Perform other duties as needed; services dictated by the needs of the CIP and other specific projects

Exhibit B
Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/28/2015

5.1.c

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Caton-Hosey Insurance 3731 Nova Rd. Port Orange FL 32129		CONTACT NAME: Melissa Adrian, CPSR PHONE (A/C, No, Ext): (386) 767-3161 FAX (A/C, No): (386) 760-1770 E-MAIL ADDRESS: melissa@catonhosey.com															
INSURED QUENTIN L HAMPTON & ASSOCIATES INC PO BOX 290247 PT ORANGE FL 32129		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: American Casualty Co of Reading PA</td><td>20427</td></tr><tr><td>INSURER B: Westfield Insurance Company</td><td>24112</td></tr><tr><td>INSURER C: Commerce & Industry</td><td>19410</td></tr><tr><td>INSURER D: Continental Casualty Ins Co C/o Cna</td><td>20443</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: American Casualty Co of Reading PA	20427	INSURER B: Westfield Insurance Company	24112	INSURER C: Commerce & Industry	19410	INSURER D: Continental Casualty Ins Co C/o Cna	20443	INSURER E:		INSURER F:	
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INSURER D: Continental Casualty Ins Co C/o Cna	20443																
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: CL1532712811

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			1069074479	4/5/2015	4/5/2016	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY			CWP0986697	4/5/2015	4/5/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ☒ SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							PIP-Basic \$ 10,000
C	UMBRELLA LIAB ☒ OCCUR			EBU066694732	4/5/2015	4/5/2016	EACH OCCURRENCE \$ 4,000,000
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 4,000,000
	DED ☐ RETENTION \$						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1069060341	4/5/2015	4/5/2016	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Hosey/ASHOOK

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ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/28/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER USI Insurance Services, LLC 1715 N. Westshore Blvd. Suite 700 Tampa, FL 33607	CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 37885
INSURED Quentin L. Hampton Associates, Inc. PO Drawer 290247 4401 Eastport Pkwy Port Orange, FL 32127-0247		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

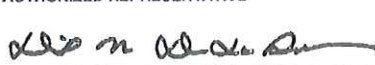
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE ☐ OCCUR ☐						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED ☐ RETENTION \$ ☐						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N ☐ N/A						E.L. EACH ACCIDENT \$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPR9722651	04/03/2015	04/03/2016	\$1,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Professional Liability coverage is written on a claims-made basis.

CERTIFICATE HOLDER

CANCELLATION

City of Holly Hill 1065 Ridgewood Ave Holly Hill, FL 32117	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**Exhibit C
WORK ORDER FORM**



WORK ORDER-SERVICES# _____

Encumbrance PO Number: _____

City of Holly Hill (Buyer)

Resolution #: _____

Vendor Name:	Date:
Address:	Bld #:
City, State & Zip:	Project:
	Commission Approval Date:

Budgeted/Existing: _____ New: _____ Continuing Service: _____

Mail Invoices in duplicate to:
City of Holly Hill

Total Cost: \$ _____

Holly Hill, Florida 321 _____

ATTACHMENTS TO THIS WORK ORDER:

- ☐ Description of Services
- ☐ Drawings/Plans/Specifications
- ☐ Special Conditions
- ☐ Rate Schedule

METHOD OF COMPENSATION:

- ☐ Fixed Fee Basis
- ☐ Not To Exceed
- ☐ Unit Price

TIME FOR COMPLETION: The obligation of the Vendor to provide services to the City shall commence upon execution of this Work Order (WO) by the parties and services shall be completed by _____. Failure to meet the completion date may be grounds for termination of this WO and the underlying contract for default. Time is of the essence.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE CITY)

ATTEST:

Vendor

_____, Attesting Officer

_____, Officer with Corporate Signatory Authority

Date: _____

WITNESSES:

CITY OF HOLLY HILL

Department Head approved RAP on _____

Authorized Signatory

WORK ORDERS TERMS AND CONDITIONS

- Execution of this Work Order (WO) by the City shall serve as authorization for the Vendor to provide for the stated services as set out in this WO. It is expressly understood by the Vendor that this WO, until executed by the City, does not authorize the Vendor to perform any services for the City.
- This WO shall take effect on the date of its execution by the City and expires upon final completion, inspection and payment unless terminated earlier in accordance with the termination provisions herein. The Vendor shall sign this WO first and the City second. This WO will be forwarded to the Vendor upon execution by the City.
- The Vendor shall provide services pursuant to this WO, its attachments, and the underlying Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety. In the

event that the terms and conditions of this WO are inconsistent with the terms and conditions of an underlying contract which is implemented, in whole or part, by this WO; then the terms and conditions of the underlying contract shall apply.

- Compensation is based on the method indicated on the first page of this WO.
- Payments to the Vendor shall be made by the City in strict accordance with the payment terms and conditions listed below or in the underlying contract.
- By accepting this WO, the Vendor accepts all the terms and conditions included herein.
- The City reserves the right, without liability of any type, to cancel this WO as to any services not yet performed or tendered, and to purchase substitute services and to charge the Vendor for any loss incurred.
- The City may cancel this WO, any outstanding services hereunder, or reschedule in whole or in part, for cause or no cause, upon written notice to the Vendor sent at least fourteen (14) days prior to the completion date specified. The City may cancel this WO in whole or in part at any time for default by written notice to the Vendor.
- The City shall have no liability to the Vendor beyond payment of any balance owing for services completed hereunder and accepted by the City prior to the Vendor's receipt of the notice of termination.
- Prices stated on this WO are firm, all inclusive and consistent with applicable negotiations, bid(s) and/or quotations. The City is exempt from the Florida sales and use taxes and will furnish the Vendor with proof of tax exemption upon written request.
- The City reserves the right to conduct any inspection or investigation to verify compliance of the services with the requirements of this purchase and to reject any delivery not in compliance and, if the deficiency is not visible at the time of acceptance, to take and require appropriate corrective action.
- The Vendor agrees to comply with all Federal, State of Florida, Volusia County and City laws, ordinances, regulations, authority and codes and authority having jurisdiction over the purchase. This WO shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Volusia County, Florida.
- The Vendor agrees to indemnify, hold harmless and defend the City: (1) from any loss, expense, claim or damage arising from any claim or action based on any acts or omissions of the Vendor, its employees, servants, agents or sub CONSULTANTS; (2) with respect to any and all claims, suits, actions, and proceedings of actual or alleged infringements of any letter, patent, register of industrial design, trademark or trade name, trade secret, copyright or other protected right in any country resulting from any sale, use or manufacture of any goods delivered hereunder. The City reserves its right to be represented in any such action by its own counsel. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the City as set forth in Section 768.28, *Florida Statutes*.
- The Vendor shall not assign this WO, any rights under this WO or any monies due or to become due hereunder, nor delegate or subcontract any obligations or work hereunder without the prior written consent of the City.
- The Vendor shall perform the obligations of this WO as an independent CONSULTANT and under no circumstances shall it be considered as agent or employee of the City.
- The Vendor ensures that its personnel shall comply with reasonable conduct guidelines and City policies and procedures. A person or affiliate who has been placed on the convicted vendor list may not submit a bid or transact business with the City in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. In compliance with 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (INA)], the City will not intentionally make an award or upon discovery of a violation will unilaterally cancel this WO with any vendor who knowingly employs unauthorized alien workers.
- If this WO involves the Vendor's performance on the City's premises or at any place where the City conducts operations, the Vendor shall request information from the Purchasing Manager regarding insurance coverage requirements. Noncompliance with this item shall place the Vendor in default and subject to disbarment from the City's Vendor List.
- The failure of the City to enforce any provision of this WO, exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

**Exhibit D
AMERICANS WITH DISABILITIES ACT
AFFIDAVIT**

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding CITY.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the CITY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the CITY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

DATED this 12th day of November, 2015.

Quentin L. Hampton Associates, Inc.
(Name of PROPOSER)

[Signature]
(Signature of person signing FORM)

Brad T. Blais, P.E.
(Printed name of person signing FORM)

President
(Title of person signing FORM)

Sworn to and subscribed before me
This 12th day of November, 2015.

[Signature]
Signature of Notary (& Stamp)
Notary Public, State of
Florida
Personally Known ✓ or
Produced Identification _____
(type of identification)



**Exhibit E
FEE SCHEDULE**

QUENTIN L. HAMPTON ASSOCIATES, INC.
HOURLY RATE AND FEE SCHEDULE
(Revised November 2015)

<u>Position</u>	<u>Rate</u>
Expert Witness.....	\$250
Principal.....	\$175
Project Manager.....	\$175
Professional Engineer.....	\$140
Engineering Intern.....	\$100
Construction Services Supervisor.....	\$85
Production Supervisor.....	\$80
GIS Technician.....	\$75
CADD Technician.....	\$75
Grant/Funding Coordinator.....	\$70
Federal Grant Compliance Specialist.....	\$70
Construction Project Representative (Inspector).....	\$65
Sr. Administrative Supervisor.....	\$60
Administration Support.....	\$50

Construction Engineering and Inspection (CEI) Services

Senior Project Engineer.....	\$175
Project Administrator/Project Engineer.....	\$140
Assistant Project Administrator/Project Engineer.....	\$100
Senior Inspector/Senior Engineer.....	\$85
Utility Coordinator.....	\$85
Senior Inspection Building Structures.....	\$85
Resident Compliance Specialist.....	\$70
Inspector/Engineer Intern.....	\$65
Asphalt Plant Inspector.....	\$65
Public Information Officer.....	\$65
Building Inspector/Electrical.....	\$65
Contract Support Specialist.....	\$60
Associate Contract Support Specialist.....	\$50
Inspector's Aide.....	\$50
Secretary/Clerk Typist.....	\$50

Subsurface Utility Engineering (SUE) Services

Project Manager.....	\$140
Project Coordinator.....	\$70
Field Technician.....	\$65
Administrative Support.....	\$50
Vacuum Excavator.....	\$600/day
Ground Penetrating Radar (GPR).....	\$150/day
Truck.....	\$300/day

Building Code Services

Chief Building Official	\$85
Fire Safety Inspector/Fire Systems Plan Review	\$80
Building Plans Examiner	\$75
Building Inspector.....	\$65

Reimbursable Expenses:

<u>Item</u>	<u>Fee</u>
Printing /Reproduction/Graphics	Actual Cost
Sub-Consultant Services	Actual Cost
SUE Field/Marking/Restoration Supplies	Actual Cost
Travel.....	Actual Cost
Sales Tax	Actual cost if/when sales tax is applicable

Schedule Notes:

1. Schedule shall be subject to annual adjustments
2. Reimbursables subject to a 10% administrative fee, if allowed or as otherwise specified in Contract.
3. Rates are hourly rates unless otherwise noted.

**Exhibit F
BUSINESS TAX RECEIPT**

2015/2016

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
 Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - 386-736-5938



Receipt # 198502020070 Expires: September 30, 2016
 Business Location: 4401 EASTPORT PARK WAY

Business Name: QUENTIN L HAMPTON ASSOC INC
 Owner Name: QUENTIN L HAMPTON ASSOC INC
 Mailing Address: P O DRAWER 290247
 PORT ORANGE, FL 32129

BUSINESS TYPE	CODE	COUNT	TAX
Architect or Engineer	461AE		\$30.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
 POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

Exhibit G
Request for Taxpayer Identification Number and Certification
(W-9 Form)

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Quentin L. Hampton Associates, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶ _____
☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
PO Drawer 290247

6 City, state, and ZIP code
Port Orange, FL 32129-0247

7 List account number(s) here (optional)

Requester's name and address (optional)
**City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117**

Print or type
See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
			-			-			
or									
Employer identification number									
5	9	-	1	2	2	1	2	6	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Mano G. Gurnu* Date ▶ *11/11/15*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

- a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

- c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

- d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

- e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or thirty (30) days after closing, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a Qualification authorizes release of your firm's credit data to City of Holly Hill.

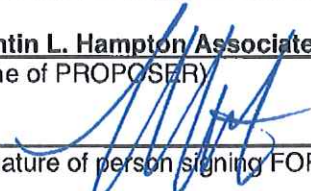
If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/Qualification package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the City in the event we are forced to litigate the public records status of the company's documents.

DATED this 12th day of November, 2015.

Quentin L. Hampton Associates, Inc.

(Name of PROPOSER)



(Signature of person signing FORM)

Brad T. Blais, P.E.

(Printed name of person signing FORM)

President

(Title of person signing FORM)

Project Number: RFQ-ENG-15-01

Sworn to and subscribed before me

This 12th day of November, 2015.



Signature of Notary (& Stamp)

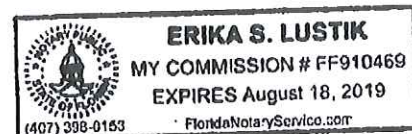
Notary Public, State of

Florida

Personally Known ☒ or

Produced Identification

(type of identification)



THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

**PUBLIC ENTITY CRIME SWORN STATEMENT (FORM PUR 7068)
SWORN STATEMENT UNDER SECTION 287.133(3)(A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Holly Hill
[print name of public entity]

by Brad T. Blais, P.E., President
[print individual's name and title]

for Quentin L. Hampton Associates, Inc.
[print name of entity submitting sworn statement]

whose business address is:

4401 Eastport Parkway, Port Orange, FL 32129

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1221261
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public

entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature) _____

Date: November 12, 2015

Sworn to and subscribed before me this 12th day of November, 2015.

Personally known ✓

Or Produced identification _____

(Type of Identification)

Notary Public – State of Florida

My commission expires _____



Erika S. Lustik
(Printed, typed or stamped
commission name of notary public)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that **Quentin L. Hampton Associates, Inc.** does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Qualification, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

DATED this 12th day of November, 2015.

Quentin L. Hampton Associates, Inc.
(Name of PROPOSER)

[Signature]
(Signature of person signing FORM)

Brad T. Blais, P.E.
(Printed name of person signing FORM)

President
(Title of person signing FORM)

Sworn to and subscribed before me
This 12th day of November, 2015.

Erika S. Lustik
Signature of Notary (& Stamp)
Notary Public, State of
Florida
Personally Known ✓ or
Produced Identification _____
(type of identification)

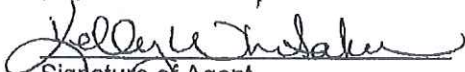


THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

INSURANCE CONFIRMATION

On behalf of our client, Quentin L Hampton & Associates, Inc.

and by acknowledging with signature below, we have read and understand the insurance requirements for this Solicitation and Agreement. We can and will provide a Certificate of Insurance (COI) that is compliant with the insurance requirements stated in this Solicitation and Agreement should our client be awarded the project.


Signature of Agent

Kelly Whitaker, Agent
Print Name & Title

Caton Hosey Insurance
Agency

3731 Nova Road, Port Orange, FL 32129
Address

City of Holly Hill
Project # & Title

11-12-2015
Date

On behalf of our client, Quentin L. Hampton Associates, Inc.

Som Nya
Signature of Agent

November 12, 2015
Date



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

5.2

**City Commission
Resolution**

MEETING DATE: October 22, 2019
FROM: Joseph Forte
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Amending the Authorization of the Continuation of the Memorandum of Understanding by and Between the City of Holly Hill, Florida, and Concerned Citizens for Animal Welfare (Ccfaw) Renewing a Trap/Neuter/Return (Tnr) Program for the Control of the Free Roaming Cat Population; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2019-R-71
APPLICANT:
PLANNER:

DISCUSSION:

The Halifax Humane Society has made adjustments to their fee schedule effective October 1, 2019. To remain active in the TNR Program the city must accept the new rates. In some cases the rate is favorable to the city and in others the rate is favorable to the Clinic

FISCAL ANALYSIS:

Cat spay or neuter with complimentary rabies and FVCP vaccines	\$40.00
Pregnant cat	\$5.00
Pyometra	\$75.00
Ear tipping	\$0.00
Anesthesia fee (surgery not performed but	
feline ear tipped and vaccinated	\$25.00
Euthanasia (same as surgery fee)	

STAFF

RECOMMENDATION:

To approve the attached fee schedule and authorize the City Manager to execute the MOU.

MOTION:

APPROVE AMENDING THE AUTHORIZATION OF THE CONTINUATION OF THE

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF HOLLY HILL, FLORIDA, AND CONCERNED CITIZENS FOR ANIMAL WELFARE (CCFAW) RENEWING A TRAP/NEUTER/RETURN (TNR) PROGRAM FOR THE CONTROL OF THE FREE ROAMING CAT POPULATION.

ATTACHMENTS:

- Halifax Humane Society Redinger Clinic Fee Schedule (PDF)

Resolution No. 2019-71

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE AUTHORIZATION OF THE CONTINUATION OF THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF HOLLY HILL, FLORIDA, AND CONCERNED CITIZENS FOR ANIMAL WELFARE (CCFAW) RENEWING A TRAP/NEUTER/RETURN (TNR) PROGRAM FOR THE CONTROL OF THE FREE ROAMING CAT POPULATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE AUTHORIZATION OF THE CONTINUATION OF THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF HOLLY HILL, FLORIDA, AND CONCERNED CITIZENS FOR ANIMAL WELFARE (CCFAW) RENEWING A TRAP/NEUTER/RETURN (TNR) PROGRAM FOR THE CONTROL OF THE FREE ROAMING CAT POPULATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City adopted Resolution 2019-R-55 authorizing the continuation of the MOU between the City and CCFAW and a fee schedule from the Halifax Humane Society Redinger Clinic; and

WHEREAS, the Halifax Humane Society Redinger Clinic has made changes to their fee schedule for the period between October 1, 2019 and September 30, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The City Commission approves the new fee schedule of the Halifax Humane Society Redinger Clinic.

SECTION 2. SEVERABILITY If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE This Resolution shall take effect immediately

upon its adoption.

**APPROVED AND AUTHENTICATED on this 22nd day of OCTOBER,
2019.**

Memorandum of Understanding

This Memorandum of Understanding (the Memorandum) is made on this 21st of October 2019, by and between Halifax Humane Society Redinger Clinic, of 600 Mason Ave. Daytona Beach, FL 32114, hereinafter referred to as HHS Redinger Clinic and Concerned Citizens for Animal Welfare P.O. Box 12116, Daytona Beach, FL 32120 hereinafter referred to as CCFW, and the **City of Holly Hill** located at 1065 Ridgewood Ave. Holly Hill, FL 32117 for the purpose of achieving the various aims and objectives relating to the Spay/Neuter Assistance Program (the project).

WHEREAS HHS Redinger Clinic, CCFW, and the City of Holly Hill are desirous to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the partners agree are necessary to complete the Project;

Purpose

The purpose of this Memorandum is to provide the framework for any future binding contract regarding the Pet Spay/Neuter Assistance Program between HHS Redinger Clinic, CCFW, and the **City of Holly Hill**.

Obligations of the Partners

The Partners acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership of the Project and to demonstrate financial, administrative and managerial commitment to the Project by means of the following individual services.

Resources

The Partners will endeavor to have final approval and secure any financing necessary to fulfill their individual financial contributions at the start of the planning for the development of the Project.

1. HHS Redinger Clinic agrees to provide reduced Spay/Neuter Program Services (listed under Roles and Responsibilities) in respect to the Project.
2. The **City of Holly Hill** hereby agrees to provide the following financial resources in respect to the project:
 - a. Monthly payment at the above mentions fee schedule for services rendered.
3. CCFW registers the colonies for the **City of Holly Hill**. Registered colony caregivers trap, transport, rehab, and release the cats as per instructions provided by CCFW.
4. CCFW schedules the appointments with the HHS Redinger Clinic for the registered colonies.
5. CCFW reviews the monthly invoices provided by the HHS Redinger Clinic before the invoices are submitted to the **City of Holly Hill** for payment.

Roles and Responsibilities

The activities and services for the Project shall include, but not limited to:

1. Discounted Spay/Neuter Program Services as follows:

PROCEDURE	REDINGER CLINIC FEE
Cat Spay or Neuter with complimentary rabies and FVRCP vaccines	\$40.00
Pregnant Cat	\$5.00
Pyometra	\$75.00
Ear Tipping (Reference Below)	\$0.00
Anesthesia Fee (surgery not performed but feline ear-tipped and vaccinated)	\$25.00
Euthanasia (Reference Below)	Same as surgery fee

- a. This fee schedule only applies for services rendered at an HHS Redinger Clinic location.

- b. Ear Tipping – The cat's left ear is tipped in accordance with the method used by Alley Cat Allies. The Alley Cat Allies website at www.alleycat.org provides detailed information on proper ear tipping procedures.
- c. Euthanasia – If the cat has a life threatening condition CCFAW will be contacted so they can notify the caregiver that the cat must be euthanized. *Euthanasia Fee Schedule: Cat is euthanized for the cost of the surgery with no cremation fee.*
- d. Examination – After the cat is anesthetized an examination is performed to determine if the animal is fit for surgery and can be returned to the wild. If the veterinarian determines that the cat has minor conditions that should be attended to before returning to the wild (abscesses; scabies; wounds; etc.) CCFAW will be contacted for payment authorization for the procedure.

2. Required responsibilities of CCFAW include:

- a. CCFAW is the responsible party for making surgery schedule arrangements to ensure verification of program animals.
- b. CCFAW must approve any additional procedures that are not covered under the Spay/Neuter Program.
- c. If HHS Redinger Clinic veterinary representative cannot reach CCFAW, they can use their own judgment as to how to proceed with any necessary procedure not covered by the Spay/Neuter Program. CCFAW will guarantee payment of necessary procedure authorized by the veterinarian.

Commencement and Operations

Only animals from the City of Holly Hill program that have pre-approval and are verified prior to surgery by CCFAW are eligible for this program. All surgery scheduling must be arranged directly through the designated contact person(s) from CCFAW:

- Cheryl Robel, President (386) 760-2324
- Pat Mihalic, Treasurer (386) 405-1559
- Marea DeMauro (386) 760-6330
- City of Holly Hill Animal Control Officer

All surgery scheduling arrangements are made strictly through the designated contact person representing HHS Redinger Clinic:

- 386-310-4935

Liability

No liability will arise or be assumed between the Partners as a result of this Memorandum.

Term

The arrangements made by the Partners by this Memorandum shall remain in place from **1st of October 2019** until **30th of September 2020**. The term can be extended only by agreement of all of the Partners.

Assignment and Amendment

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld. This Memorandum may be amended or supplemented in writing, if the writing is signed by the party obligated under this Memorandum.

Prior Memorandum Superseded

This Memorandum constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

Understanding

It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

1. Each Partner will work together in a coordinated fashion for the fulfillment of the Project.
2. In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
3. To the extent possible, each Partner will participate in the development of the Project.
4. Nothing in this memorandum shall obligate any Partner to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the Partners of this Memorandum will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Partners involved and shall be independently authorized by appropriate statutory authority. This memorandum does not provide such authority.
5. This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.
6. This Memorandum will be effective upon the signature of both Partners.
7. Any Partner may terminate its participation in this Memorandum by providing written notice to other Partner.

Signatories

This Agreement shall be signed on behalf of Halifax Humane Society Redinger Clinic by Dr. Jennifer Green, and Concerned Citizens for Animal Welfare by Cheryl Robel, President, and the City of Holly Hill by Cherie L. Towne

Between



Halifax Humane Society Redinger Clinic
600 Mason Ave., Ste 160
Daytona Beach, FL 32114

Dr. Jennifer Green
HHS Vet Services Director
Phone: 386-274-4703

And



Concerned Citizens for Animal Welfare
(CCFAW)
P.O. Box 12116,
Daytona Beach, FL 32120

Cheryl Robel,
President
Phone: 386-760-2324

And

City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117

Cherie L. Towne Animal Control/Code Enforcement
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL. 32117
386-248-9483
386-248-9475
ctowne@hollyhillfl.org
www.hollyhillfl.org



CONSENT AGENDA (ID # 2725)

DOC ID: 2725 A

**FDOT Grant - 2020 Aggressive Driving and Speed
Enforcement Program SUB-2020-Holly Hill-00028 Project
Number (SC-20-13-24)**

DISCUSSION:

The Holly Hill Police Department applied for and was recently awarded a grant from the Florida Department of Transportation (FDOT) to specifically address Speeding/Aggressive Driving. This grant award is for a total of \$42,000.00 that must be used for overtime payment to officers assigned specifically to Traffic Enforcement in the targeted enforcement areas. Our original grant request included the purchase of a new Speed Trailer, but this portion of the grant request was not approved by FDOT.

The targeted enforcement areas covered by this grant will include the entire lengths of both Nova Road and Ridgewood Avenue.

Funding through this grant will expire on September 30, 2020.

FISCAL

ANALYSIS:

This is a non-matching grant that will reimburse the city quarterly for qualified overtime expenses. The total grant is for \$42,000.00.

STAFF

RECOMMENDATION:

Approve the acceptance of the FDOT FY2020 (HSP Project Number, SC-20-13-24) Speed/Aggressive Driving grant award. The acceptance of the grant will allow for enhanced Traffic Enforcement operations in targeted areas.

The overall expectations of this grant award is to reduce speed related crashes in the targeted areas by at least 10%, when compared to the previous three-year average.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water, and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

Motion to approve the acceptance of the FDOT FY2020 (HSP Project Number, SC-20-13-24) Speed/Aggressive Driving grant award.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT
SECRETARY

September 9th, 2019

Stephen K. Aldrich, Chief of Police
1065 Ridgewood Avenue
Holly Hill, Florida 32117

RE: 2020 Aggressive Driving and Speed Enforcement Program
SUB-2020-HollyHill--00028

Dear Stephen K. Aldrich:

The Florida Department of Transportation (FDOT) State Safety Office is pleased to inform you that your agency has been selected to receive subgrant funding for the 2020 Federal fiscal year, which begins October 1, 2019. The following concept paper has been accepted and included in the FDOT FY2020 Highway Safety Plan (HSP) with the following project number, title, and funding levels below:

Original Requested Amount	Subgrant Funding Awarded
\$49,894.00	\$42,000.00
FY2020 HSP Project Number	
SC-20-13-24	
FY2020 HSP Project Title	
2020 Aggressive Driving and Speed Enforcement Program	

Based upon funding levels awarded to the State of Florida for the Federal fiscal year by the National Highway Traffic Safety Administration (NHTSA), grant awards may not be the same as the amount requested in your concept paper and the award does not mean that everything listed in the concept paper, including any equipment requests, were approved and/or funded.

Subgrant Application forms are now accessible in the FDOT Traffic Safety Subgrant Management System and include guidance and program manager notes regarding anything that was unallowable or restricted. Step by Step instructions can also be found in the system under "Training Materials".

We look forward to working with you on this project. If you have any questions, please feel free to contact me at (850) 414-4009 or by email at chris.craig@dot.state.fl.us. Additional information can also be found on our website at: <http://www.dot.state.fl.us/safety/3-Grants/Grants-Home.shtm>.

Sincerely,

Chris Craig, CPM, FCCM
Traffic Safety Administrator
Florida Department of Transportation

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY SAFETY SUBGRANT AGREEMENT
Project Plan and Supporting Data

500-065-17

SAFETY

05/18

Project Title: 2020 Aggressive Driving and Speed Enforcement Program

Project Number: SC-20-13-24

Contract Number: (not yet entered)

State clearly and in detail the aims of the project, precisely what will be done, who will be involved, and what is expected to result.

1. Statement of the Problem:

According to a 2017 United States Census' estimated figure, the City of Holly Hill, Florida, a river-coastal community in eastern Volusia County, encompasses +/- four (4) square miles with a permanent population of approximately 12,200 residents.

The city is home to perhaps the largest concentration of light industry in east Central Florida, and the daytime population is estimated at quadruple that of permanent residents. In addition, our proximity to the Daytona Beach Resort Area results in significant seasonal increases in both population and traffic density associated with various special events.

The City of Holly Hill hosts three major arterial roadways – Nova Road, LPGA Boulevard, and Ridgewood Avenue – which link the larger neighboring municipalities of Daytona Beach and Ormond Beach. Traffic studies have demonstrated that tens of thousands of motorists transit the City of Holly Hill daily, primarily along the busy commercial corridors of Ridgewood Avenue (US Highway 1) and Nova Road (State Road 5A).

According to the Florida Department of Transportation's 2018 Highway Safety Matrix, the City of Holly Hill ranked 22 of 118 similar sized cities in Florida for traffic crashes resulting from excessive speed and/or aggressive driving during the 2013-2017 reporting period.

As defined by previous Department of Highway Safety and Motor Vehicles studies, aggressive/careless driving occurs when a driver simultaneously performs two or more of the following behaviors: exceeding posted speed limit, unsafely or improperly changing lanes, following a vehicle too closely, failing to yield the right-of-way, improperly passing, and/or failing to follow instructions of a traffic control device or signal.

Per the Insurance Information Institute, data collected from the National Highway Traffic Safety Administration found that aggressive driving correlated with 56% of fatal crashes during the 2003 through 2007 reporting period. An analysis of this crash data confirmed that aggressive driving was the primary causative indicator.

PM COMMENTS

No change

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY SAFETY SUBGRANT AGREEMENT
Project Plan and Supporting Data**

In January 2017, an editorial published in the Daytona Beach News-Journal entitled, "Stop the carnage on local roads," the media outlet noted the 120 area traffic fatalities (Volusia County), which represented a 30% increase from 2015.

Historically, Nova Road (SR-5A) has been a challenge to conduct traffic enforcement. One major challenge includes the lack of areas to safely conduct traffic stops for our officers. Although the posted speed limit is 45mph, travelers often speed in excess of 55-65mph. This driving behavior, coupled with its 3 lanes, can be extremely dangerous to conduct operations.

2. Proposed Solution:

In keeping with the programmatic objectives of the Florida Department of Transportation's Police Traffic Services grant project, the Holly Hill Police Department will implement an Aggressive Driving/Speeding Enforcement Program designed to increase the comprehensive enforcement of applicable traffic laws along the heavily impacted Ridgewood Avenue and Nova Road target areas.

This program will be broken into four separate phases following the quarters of the fiscal year.

1st Phase (October through December)

2nd Phase (January through March)

3rd Phase (April through June)

4th Phase (July through September)

The first and second phases of the operation will begin with the dissemination of motorist education materials using social media, print and electronic media, digital road messaging, and public service announcements. In addition, law enforcement officers specifically detailed to radar/laser traffic enforcement operations – involving both static and roving units for greatest visibility - will issue written warnings, educational pamphlets, and other program-specific materials to enhance driver awareness.

The third and fourth phases will include aggressive enforcement activities by both static and roving law enforcement officers who will issue uniform traffic citations, as appropriate, to observed violators.

The Holly Hill Police Department's Aggressive Driving Enforcement Program is designed to enhance public awareness and reduce traffic crashes through motorist education and targeted enforcement in identified high-incidence areas.

PM COMMENTS

Removed Speed Trailer language

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY SAFETY SUBGRANT AGREEMENT
Project Plan and Supporting Data

500-065-17

SAFETY

05/18

The program will be conducted at least twice each a week with four (4) dedicated traffic officers assigned to the operation. Following each operational block, the project coordinator will collect data, to include the number of traffic stops, written warnings, and citations issued; along with reported traffic crashes and incidents in the program areas.

3. Project Objectives:

Strive to decrease speed and aggressive driving crashes and fatalities citywide by 10% when compared to the previous three-year average.

Conduct speed and aggressive driving high visibility overtime enforcement operations.

Participate in the state Operation Southern Shield campaign through speed and aggressive driving overtime enforcement operations and educational/community activities.

Conduct and or participate in educational/community outreach events to increase speed and aggressive driving awareness.

Provide speed and aggressive driving information and education to the public through the use of message boards/local media outlets/social media/press releases.

PM COMMENTS

Standard language

4. Evaluation:

speed and aggressive driving crashes and fatalities are reduced by 10% citywide, compared to the previous three-year average.

The number of speed and aggressive driving high visibility overtime enforcement operations conducted during the subgrant period.

The number of speed and aggressive driving overtime enforcement operations conducted and education/community activities conducted/participated in during the Operation Southern Shield campaign.

The number of educational/community outreach events conducted or participated in to increase speed and aggressive driving awareness.

PM COMMENTS

Standard language

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY SAFETY SUBGRANT AGREEMENT
Project Plan and Supporting Data

500-065-17

SAFETY

05/18

The number of instances that speed and aggressive driving information and education is provided to the public through the use of message boards/local media outlets/social media/press releases throughout the subgrant period.

Description and Justification for changes on this form: *(Required when performing an amendment!)*

Attachment: FDOT Grant - 2020 Aggressive Driving and Speed Enforcement Program, SUB-2020-Holly Hill-00028 (2725 : FDOT Grant - 2020

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)
SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS

500-065-01
 SAFETY
 9/19

Project Number: SC-20-13-24	FDOT Contract Number: G1D84
Federal Funds Awarded: \$42,000	FDOT DUNS Number: 80-939-7102
Subgrant Award (Start) Date:	Subgrant End Date: 09/30/2020
Part I: GENERAL ADMINISTRATIVE INFORMATION	
Project Title: 2020 Aggressive Driving and Speed Enforcement Program	
Federal Funding: \$42,000	Match: \$ Total Cost: \$42,000
1. Subrecipient Agency: Agency Name: City of Holly Hill Address Line 1: 1065 Ridgewood Avenue Address Line 2: City: Holly Hill State: Florida Zip: 32117	2. Implementing Agency: Agency Name: Holly Hill Police Department Address Line 1: 1065 Ridgewood Avenue Address Line 2: City: Holly Hill State: Florida Zip: 32117
3. Federal ID Number: 596000337	
4. DUNS Number: 132869686	
5. Chief Financial Officer: Name: Stella Gurnee Address Line 1: 1065 Ridgewood Avenue Address Line 2: City: Holly Hill State: Florida Zip: 32117 Telephone No: (386) 248-9426 ext. E-Mail Address: sgurnee@hollyhillfl.org	6. Project Director: Name: Jeffrey Miller Address Line 1: 1065 Ridgewood Avenue Address Line 2: City: Holly Hill State: Florida Zip: 32117 Telephone No: (386) 248-9488 ext. E-Mail Address: jmiller@hollyhillfl.org
7. Financial Reimbursement Contact: Name: Catherine Colwell Title: Assistant Finance Director Telephone Number: (386) 248-9430 ext. E-Mail Address: ccolwell@hollyhillfl.org	8. Project Activity Contact: Name: Jeff Miller Title: Deputy Police Chief Telephone Number: (386) 248-9488 ext. E-Mail Address: jmiller@hollyhillfl.org
9. Payment Remittance Address: Name: City of Holly Hill Address Line 1: 1065 Ridgewood Avenue Address Line 2: City: Holly Hill State: Florida Zip: 32117	

Attachment: Subgrant for Highway Traffic Safety Funds - Police Department (2725 : FDOT Grant - 2020 Aggressive Driving and Speed

Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem:

According to a 2017 United States Census' estimated figure, the City of Holly Hill, Florida, a river-coastal community in eastern Volusia County, encompasses +/- four (4) square miles with a permanent population of approximately 12,200 residents.

The city is home to perhaps the largest concentration of light industry in east Central Florida, and the daytime population is estimated at quadruple that of permanent residents. In addition, our proximity to the Daytona Beach Resort Area results in significant seasonal increases in both population and traffic density associated with various special events.

The City of Holly Hill hosts three major arterial roadways – Nova Road, LPGA Boulevard, and Ridgewood Avenue – which link the larger neighboring municipalities of Daytona Beach and Ormond Beach. Traffic studies have demonstrated that tens of thousands of motorists transit the City of Holly Hill daily, primarily along the busy commercial corridors of Ridgewood Avenue (US Highway 1) and Nova Road (State Road 5A).

According to the Florida Department of Transportation's 2018 Highway Safety Matrix, the City of Holly Hill ranked 22 of 118 similar sized cities in Florida for traffic crashes resulting from excessive speed and/or aggressive driving during the 2013-2017 reporting period.

As defined by previous Department of Highway Safety and Motor Vehicles studies, aggressive/careless driving occurs when a driver simultaneously performs two or more of the following behaviors: exceeding posted speed limit, unsafely or improperly changing lanes, following a vehicle too closely, failing to yield the right-of-way, improperly passing, and/or failing to follow instructions of a traffic control device or signal.

Per the Insurance Information Institute, data collected from the National Highway Traffic Safety Administration found that aggressive driving correlated with 56% of fatal crashes during the 2003 through 2007 reporting period. An analysis of this crash data confirmed that aggressive driving was the primary causative indicator.

In January 2017, an editorial published in the Daytona Beach News-Journal entitled, "Stop the carnage on local roads," the media outlet noted the 120 area traffic fatalities (Volusia County), which represented a 30% increase from 2015.

Historically, Nova Road (SR-5A) has been a challenge to conduct traffic enforcement. One major challenge includes the lack of areas to safely conduct traffic stops for our officers. Although, the posted speed limit is 45mph, travelers often speed in excess of 55-65mph. This driving behavior, coupled with its 3 lanes, can be extremely dangerous to conduct operations.

2. Proposed Solution:

In keeping with the programmatic objectives of the Florida Department of Transportation's Police Traffic Services grant project, the Holly Hill Police Department will implement an Aggressive Driving/Speeding Enforcement Program designed to increase the comprehensive enforcement of applicable traffic laws along the heavily impacted Ridgewood Avenue and Nova Road target areas.

This program will be broken into four separate phases following the quarters of the fiscal year.

Project Title: 2020 Aggressive Driving and Speed Enforcement Program
 Project Number: SC-20-13-24
 FDOT Contract Number: G1D84

500-065-01
 SAFETY
 9/19

- 1st Phase (October through December)
- 2nd Phase (January through March)
- 3rd Phase (April through June)
- 4th Phase (July through September)

The first and second phases of the operation will begin with the dissemination of motorist education materials using social media, print and electronic media, digital road messaging, and public service announcements. In addition, law enforcement officers specifically detailed to radar/laser traffic enforcement operations – involving both static and roving units for greatest visibility - will issue written warnings, educational pamphlets, and other program-specific materials to enhance driver awareness.

The third and fourth phases will include aggressive enforcement activities by both static and roving law enforcement officers who will issue uniform traffic citations, as appropriate, to observed violators.

The Holly Hill Police Department's Aggressive Driving Enforcement Program is designed to enhance public awareness and reduce traffic crashes through motorist education and targeted enforcement in identified high-incidence areas.

The program will be conducted at least twice each a week with four (4) dedicated traffic officers assigned to the operation. Following each operational block, the project coordinator will collect data, to include the number of traffic stops, written warnings, and citations issued; along with reported traffic crashes and incidents in the program areas.

3. Project Objectives:

- a. Strive to decrease speed and aggressive driving crashes and fatalities citywide by 10% when compared to the previous three-year average.
- b. Conduct speed and aggressive driving high visibility overtime enforcement operations.
- c. Participate in the state Operation Southern Shield campaign through speed and aggressive driving overtime enforcement operations and educational/community activities.
- d. Conduct and or participate in educational/community outreach events to increase speed and aggressive driving awareness.
- e. Provide speed and aggressive driving information and education to the public through the use of message boards/local media outlets/social media/press releases.

4. Evaluation:

- a. Speed and aggressive driving crashes and fatalities are reduced by 10% citywide, compared to the previous three-year average.
- b. The number of speed and aggressive driving high visibility overtime enforcement operations conducted during the subgrant period.
- c. The number of speed and aggressive driving overtime enforcement operations conducted and education/community activities conducted/participated in during the Operation Southern Shield campaign.
- d. The number of educational/community outreach events conducted or participated in to increase speed and aggressive driving awareness.
- e. The number of instances that speed and aggressive driving information and education is provided to the public through the use of message boards/local media outlets/social media/press releases throughout the subgrant period.

Project Title: 2020 Aggressive Driving and Speed Enforcement Program
 Project Number: SC-20-13-24
 FDOT Contract Number: G1D84

500-065-01
 SAFETY
 9/19

Part III: PROJECT DETAIL BUDGET

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.

BUDGET CATEGORY	FEDERAL FUNDS	MATCH	TOTAL COST
A. Personnel Services			
Overtime Salary and Benefits	\$42,000	\$	\$42,000
	Overtime salary and benefits to include: FICA, Retirement, and Worker's Compensation.		
Subtotal:	\$42,000	\$	\$42,000
B. Contractual Services			
Subtotal:	\$	\$	\$
C. Expenses			
Subtotal:	\$	\$	\$
D. Equipment Costing \$5,000 or More			
Subtotal:	\$	\$	\$
E. Indirect Cost			
Subtotal:	\$		\$
Total Cost of Project:	\$42,000	\$	\$42,000

Project Title: 2020 Aggressive Driving and Speed Enforcement Program
 Project Number: SC-20-13-24
 FDOT Contract Number: G1D84

500-065-01
 SAFETY
 9/19

PART IV: PERFORMANCE REPORT

Minimum Performance Standards The following are the minimum performance standards required in this subgrant agreement. The status of these standards will be reported using FDOT form number 500-065-19 Performance Report and shall be included with each request for reimbursement.
1. Submit request(s) for financial reimbursement.
2. Provide performance report(s).
3. Collect and analyze crash data to determine focus areas for speed and aggressive driving enforcement.
4. Conduct speed and aggressive driving high visibility enforcement operations.
5. Conduct outreach/educational activities for speed and aggressive driving.
National Highway Traffic Safety Administration (NHTSA) Required Activity Reporting The following statistics are required reporting for any traffic safety enforcement grant . (enforcement grants only)
1. Number of seat belt citations issued during subgrant-funded enforcement activities.
2. Number of impaired driving arrests made during subgrant-funded enforcement activities.
3. Number of speeding citations issued during subgrant-funded enforcement activities.

Project Title: 2020 Aggressive Driving and Speed Enforcement Program
 Project Number: SC-20-13-24
 FDOT Contract Number: G1D84

500-065-01
 SAFETY
 9/19

Part V: Acceptance and Agreement

Conditions of Subgrant Agreement. Upon approval of this subgrant agreement for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient and it's Implementing Agency.

FEDERAL REGULATIONS

1. Access to Public Records and Monitoring. The Department, National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the Subrecipient and to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this subgrant agreement, as provided under applicable State or Federal law.

In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures will include on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of subgrant activity via telephone calls from FDOT State Safety Office staff to Subrecipients. By entering into this subgrant agreement, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the project into compliance with this subgrant agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.

2. Audit. The administration of resources awarded through the Department to the Subrecipient by this subgrant agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. With the exception of documents protected by State law, the Subrecipient shall comply with all audit and audit reporting requirements as specified below.

- (a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this subgrant agreement. By entering into this subgrant agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- (b) The Subrecipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F - Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this subgrant agreement is subject to the following requirements:
 - i. In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements. Part VI to this subgrant agreement provides the required Federal award identification information needed by the Subrecipient to further comply with the requirements of 2 CFR Part 200, Subpart F - Audit Requirements. In determining Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided

through the Department by this subgrant agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F - Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, will meet the requirements of this part.

- ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F - Audit Requirements.
- iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than Federal entities).
- iv. The Subrecipient must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F - Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F - Audit Requirements, and this subgrant agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F - Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this subgrant agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;

6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
 605 Suwannee Street
 Tallahassee, Florida 32399-0450
 FDOTSingleAudit@dot.state.fl.us

(c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this subgrant agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

3. Buy America Act. The Subrecipient agrees to comply and require consultants and contractors to comply with all applicable standards, orders, and regulations issued pursuant to the Buy America Act, Buy America Act Waiver (Docket No. NHTSA-2015-0065) and NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:

The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is \$5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

Each manufactured end product must comply with the provisions of the Buy America Act. Additionally, any manufactured add-on to an end product is, itself, an end product that must comply with the Act.

To be reimbursed with Federal highway safety grant funds for a purchase, a State must comply with the requirements of the Buy America Act. Non-compliance will result in denial of reimbursement.

4. Clean Air Act and Federal Water Pollution Control Act. Subgrant agreements for amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient shall include this provision in all subcontract awards in excess of \$150,000.

5. Conferences and Inspection of Work. Conferences may be held at the request of any party to this subgrant agreement. Representatives of the Department or the U.S. Department of Transportation (USDOT), or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

6. Contract Work Hours and Safety Standards Act. Where applicable, all subcontracts under this subgrant agreement in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Debarment and Suspension. No subcontract issued under this subgrant agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8. Disadvantaged Business Enterprises (DBE).

- (a) The Subrecipient agrees to the following assurance:

The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The Subrecipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this subgrant agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

- (b) The Subrecipient agrees to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

9. Equal Employment Opportunity. No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this subgrant agreement, or any project, program, or activity that receives or benefits from this subgrant award. The Subrecipient agrees to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, herein incorporated by reference.

10. Nondiscrimination. Subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21

Project Title: 2020 Aggressive Driving and Speed Enforcement Program
 Project Number: SC-20-13-24
 FDOT Contract Number: G1D84

500-065-01
 SAFETY
 9/19

- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects)
- (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex)
- (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27
- (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age)
- (f) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, Subrecipient's and contractors, whether such programs or activities are Federally-funded or not)
- (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38
- (h) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- (i) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100)
- (j) Nondiscrimination Clause.

During the performance of this subgrant, the Subrecipient agrees:

- (a) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time
- (b) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein
- (c) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT or NHTSA
- (d) That, in event a Subrecipient fails to comply with any nondiscrimination provisions in this subgrant, the FDOT State Safety Office will have the right to impose such subgrant sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient under the contract/agreement until the Subrecipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

Project Title: 2020 Aggressive Driving and Speed Enforcement Program
 Project Number: SC-20-13-24
 FDOT Contract Number: G1D84

500-065-01
 SAFETY
 9/19

- (e) To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this program

11. Ownership of Data and Creative Material. The ownership of material, discoveries, inventions and results developed, produced, or discovered by this subgrant agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property, herein incorporated by reference.

12. Political Activity. The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Property Accountability. The Subrecipient shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this subgrant agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or 2 CFR, 200.33, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this subgrant agreement.

14. Restrictions on Lobbying. The Subrecipient agrees to comply and require consultants and contractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

- (a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.
- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.
- (c) **Restriction of Use for Federal civilian and Military employees.** Subgrant funding is not allowable for the cost of training federal civilian and military employees. Indian Nations may be supported with written approval from the FDOT Traffic Safety Administrator and NHTSA.

15. Federal Encouragements.

- (a) **Vehicle Pursuits.** Pursuant to 23 U.S.C. 402(j), all law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.
- (b) **Policy on Seat Belt Use.** In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, subrecipients are encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles.
- (c) **Policy on Banning Text Messaging While Driving.** In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, subrecipients are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the subrecipient agency and/or the Government. Subrecipients are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving.

STATE REGULATIONS

16. Compliance with State Procurement of Personal Property and Services Laws. The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this subgrant agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.

- (a) **Section 287.133 (2)(a), F.S.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- (b) **Section 287.134 (2)(a), F.S.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public

Project Title: 2020 Aggressive Driving and Speed Enforcement Program
Project Number: SC-20-13-24
FDOT Contract Number: G1D84

entity; and may not transact business with any public entity.

- (c) The convicted vendor list and discriminatory vendor list can be found on the Florida Department of Management Services (DMS) website.

17. Compliance with State Public Records Laws. The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Department subgrant agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. If the Subrecipient is unable to ascertain how best to comply with its obligations, it should seek the advice of counsel and/or FDOT State Safety Office.

The Department shall unilaterally cancel this subgrant agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Subrecipient in conjunction with this subgrant agreement.

18. Cooperation with Inspector General. It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this subgrant agreement. Chapter 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

19. E-Verify. Subrecipients:

- (a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- (b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

20. Reimbursement Obligation. The State of Florida's performance and obligation to reimburse the Subrecipient shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature.

21. Responsibility for Claims and Liability. Subject to the limitations of Section 768.28, F.S., the Subrecipient shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of Subrecipient, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this subgrant agreement which is caused by the Subrecipient's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this subgrant agreement specifically agree that no provision in this subgrant agreement is intended to create in the public or any member thereof, a third-party beneficiary, or to authorize anyone not a party to this subgrant agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this subgrant agreement.

22. Restrictions on Lobbying. No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies, per Section 216.347, F.S.

23. Retention of Records. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this subgrant agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or AG access to such records, which are not protected by State law, upon request. The Subrecipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or AG upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

Project Title: 2020 Aggressive Driving and Speed Enforcement Program
 Project Number: SC-20-13-24
 FDOT Contract Number: G1D84

500-065-01
 SAFETY
 9/19

24. Tangible Property. Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

GRANT MANAGEMENT

25. Amendments. The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this subgrant agreement. Amendments to this subgrant agreement will be approved if the modification(s) to be made will achieve or improve upon the outcome of this subgrant agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this subgrant agreement shall be in the form of a written request signed by the one of the original signatory of this subgrant agreement. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.

26. Disputes and Appeals. Any dispute, disagreement, or question of fact arising under this subgrant agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

Florida Department of Transportation
 Attn: Traffic Safety Administrator
 State Safety Office, MS 53
 605 Suwannee Street
 Tallahassee, Florida 32399-0450

Florida Department of Transportation
 Attn: Governor's Highway Safety Representative
 State Safety Office, MS 53
 605 Suwannee Street
 Tallahassee, Florida 32399-0450

The Subrecipient shall proceed diligently with the performance of this subgrant agreement and in accordance with Department's decision(s).

27. Equipment. Any equipment purchased under this subgrant agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds.

- (a) **Use of Equipment.** All equipment shall be used for the originally authorized subgrant agreement purpose(s) for as long as needed for those purposes. In the event the equipment is no longer needed for the originally authorized subgrant agreement purpose(s) or has reached the end of its useful life, Subrecipients should notify the FDOT State Safety Office so that the equipment can be transferred to another agency for use or disposed of.
- (b) **Major Purchases and Dispositions.** Equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more per unit shall be subject to the following requirements:
 - i. Purchases shall receive prior written approval from the FDOT Safety Office.
 - ii. Dispositions shall receive prior written approval from the FDOT Safety Office.
- (c) **Disposition of Equipment Costing Less than \$5,000.** Equipment that does not meet the unit purchase price threshold of \$5,000 should be disposed of in accordance with the agencies own procurement and disposition policies. Documentation of this disposition should be noted in the Subrecipient files.
- (d) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.

Project Title: 2020 Aggressive Driving and Speed Enforcement Program
 Project Number: SC-20-13-24
 FDOT Contract Number: G1D84

500-065-01
 SAFETY
 9/19

- (e) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR Section 200.313. The Subrecipient must use the equipment for the authorized purposes of the project, whether or not the project continues to be supported by the Federal award, unless the FDOT State Safety Office, on behalf of USDOT, provides written authorization for another use of the equipment that is permissible under 2 CFR Section 200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the project or in accordance with other authorized uses under 2 CFR Section 200.313, is subject to repossession by the FDOT State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this project or for other uses authorized by USDOT.

28. Excusable Delays. Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient shall not be in default by reason of any failure in performance of this subgrant agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subrecipient. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient. If the failure to perform is caused by the failure of the Subrecipient's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient and its consultant or contractor, and without the fault or negligence of any of them, the Subrecipient shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the FDOT State Safety Office shall have ordered the Subrecipient in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.

Upon request of the Subrecipient, the FDOT State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

29. How this Subgrant Agreement is Affected by Provisions Being Held Invalid. If any provision of this subgrant agreement is held invalid, the remainder of this subgrant agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

30. Ineligibility for Future Funding. The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:

- (a) Failure to provide the required audits,
- (b) Failure to continue funding positions created with highway safety funds after the Federal funding cycle ends,
- (c) Failure to provide required performance and final narrative reports in the required time frame,
- (d) Failure to perform work described in Part II of this subgrant agreement,
- (e) Failure to provide reimbursement requests and performance reports in a timely manner,
- (f) Providing fraudulent performance reports or reimbursement requests,
- (g) Misuse of equipment purchased with Federal highway safety funds.

31. Performance. In the event of default, noncompliance, or violation of any provision of this subgrant agreement by the Subrecipient, the Subrecipient's consultant(s) or contractor(s) and supplier(s), the Subrecipient agrees that the Department will impose sanctions. Such sanctions include withholding of reimbursements, retainage, cancellation, termination, or suspension of this subgrant agreement in whole or in part. In such an event, the Department shall notify the Subrecipient of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the project. The Subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

32. Personnel Hired or Paid Under this Subgrant Agreement.

- (a) **Project Director.** Persons holding the position of Project Director for this subgrant agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this subgrant agreement.
- (b) **Subgrant Funded Positions.** Any agency receiving subgrant funds for the reimbursement of positions (excluding law enforcement agency positions), in whole or in part through this subgrant agreement, shall report and get approval in writing of any staffing using the Safety Grant Personnel Form (FDOT Form No. 500-065-24).
- (c) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this subgrant agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this subgrant agreement. No other allocation method is allowable for reimbursement.
- (d) **Overtime.**
 - i. **Overtime Hours.** Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as "overtime", per the Subrecipient policies will be eligible for reimbursement by this subgrant agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported and billed based on hours worked for each subgrant agreement type.
 - ii. **Overtime Rate.** Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient's payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally-financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.
- (e) **Additional Requirements for Law Enforcement Agencies.**
 - i. **Created Position(s) Reporting and Maintenance Requirement.** Subrecipients receiving first year funding for a newly created full-time position(s) through a subgrant agreement shall provide written notification to the FDOT State Safety Office within 30 days of this subgrant agreement being awarded that a new position(s) has been created in the agency as a result of this subgrant agreement being awarded. Positions created with subgrant funding shall continue to be funded by the Subrecipient after federal funding ends to be eligible for future subgrant funding.

33. Reports. The following reports are required for reimbursement of subgrant funding:

- (a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described Part IV of this subgrant agreement.
- (b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.
- (c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided

Project Title: 2020 Aggressive Driving and Speed Enforcement Program
 Project Number: SC-20-13-24
 FDOT Contract Number: G1D84

500-065-01
 SAFETY
 9/19

with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.

- (d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for subgrant agreement monitoring.

34. Term of this Subgrant Agreement. Each subgrant agreement shall begin on the date the last party signs this subgrant agreement and shall end on September 30, unless otherwise stipulated by the FDOT State Safety Office on the first page of this respective subgrant agreement. In the event this subgrant agreement is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

35. Travel.

- (a) **Required Forms.** Travel costs for approved travel shall be submitted on the FDOT Contractor Travel Form (FDOT Form No. 300-000-06) or other approved Florida Department of Financial Services form and will be reimbursed in accordance with Section 112.061, F.S. and the most current version of the *Disbursement Handbook for Employees and Managers*.
- (b) **Authorization and Restriction.** All travel authorized under this subgrant shall be subject to any additional authorization requirements or restrictions imposed by: the Governor's Executive Order or other guidance; any requirements or forms for travel cost reimbursement imposed by the Subrecipient that do not violate FDOT travel cost reimbursement requirements; and/or FDOT during the subgrant period.
- (c) **Prerequisite Approvals.** Travel meeting any of the following criteria shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the subgrant activities and is within the travel budget of the project and relevant to the project:
- i. Purchase of Air fare
 - ii. Travel to conference
 - iii. Travel which includes a registration fee
 - iv. Out-of-subgrant-specified work area travel
 - v. Out-of-state travel

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in travel budget.

- (d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed \$150.00 per night (before taxes and fees). A Subrecipient and/or traveler will be required to expend his or her own funds for paying the overnight lodging/hotel room rate in excess of \$150.00 plus the applicable percentage of fees (other than flat fees). If multiple travelers share a room and the individual cost of

Project Title: 2020 Aggressive Driving and Speed Enforcement Program
 Project Number: SC-20-13-24
 FDOT Contract Number: G1D84

500-065-01
 SAFETY
 9/19

the lodging/hotel exceeds the \$150 per night limit, the Subrecipient and/or travelers will be required to expend his or her own funds for paying the excess amount. If another entity is covering the cost of the overnight lodging/hotel then this paragraph does not apply.

- (e) **Lodging for Subgrant Funded Statewide Coalition Meetings and Conferences.** Lodging contracts may be funded to accommodate attendance of subgrant funded statewide coalition meetings, conferences, and programs. If lodging a lodging contract is executed to cover lodging cost, all travelers shall be expected to use the contract, and any attendees choosing alternate lodging accommodations based on preference, shall do so at their own out of pocket costs. Cost for these lodging contracts will be reviewed and approved for program appropriateness and costs savings to the State, as determined and approved by the FDOT State Safety Office.

36. Vehicles. Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Chapter 60B-1.004 F.S. Subrecipients who are responsible for the operation and use vehicles for official state business are allowed to permit persons other than state officials or employees to travel in the vehicle provided these persons are conducting official state business or only on special occasions if the purpose of the travel can be more usefully served by including such persons and no additional expense is involved.

It is permissible to transport persons other than state officials and employees during disasters and emergency situations where the state must protect life and property. Providing assistance to motorists whose vehicles are disabled may be considered as an emergency when there is a need to protect life and property.

Any vehicles used for personal reasons or not being used by the Subrecipient for the purposes described in this subgrant agreement shall be subject to repossession by the FDOT State Safety Office.

FINANCIAL/FISCAL

37. Allowable Costs. The allowability of costs incurred under this subgrant agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the Subrecipient. Only costs directly related to this subgrant agreement shall be allowable.

38. Subcontract Agreements.

- (a) **Requirement for Pre- Approval.** All subcontract agreements must be submitted to the FDOT Safety Office in draft form for review and approval. Approval of this subgrant agreement does not constitute approval of subcontract agreements.
- (b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include as a minimum the following information:
- i. Beginning and end dates of the subcontract agreement (not to exceed this subgrant agreement period);
 - ii. Total contract amount;
 - iii. Scope of work/Services to be provided;
 - iv. Quantifiable, measurable, and verifiable units of deliverables;
 - v. Minimum level of service to be performed and criteria for evaluating successful completion;

Project Title: 2020 Aggressive Driving and Speed Enforcement Program
 Project Number: SC-20-13-24
 FDOT Contract Number: G1D84

500-065-01
 SAFETY
 9/19

- vi. Budget/Cost Analysis; and
- vii. Method of compensation/Payment Schedule.

(c) **Additional Required Clauses.**

- i. **All subcontract agreements shall contain the following statement:**
 "The parties to this contract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # (insert project number), FDOT Contract # (insert contract number). A final invoice must be received by (insert date) or payment will be forfeited."
- ii. **Buy American Act clause** (see Section 3 of Part V)
- iii. **Certification Regarding Federal Lobbying** (see Section 14 of Part V)
- iv. **Cooperation with Inspector General** (see Section 17 of Part V)
- v. **DBE Clause** (see Section 8(b) of Part V)
- vi. **E-Verify clause** (see Section 18 of Part V)
- vii. **Nondiscrimination clause** (see Section 10 of Part V)
- viii. **Clean Air Act and Federal Water Pollution Control Act clause** (subcontracts in excess of \$150,000) (see Section 4 of Part V)

39. Indirect Costs. Indirect costs included in this subgrant agreement in Part III, under the indirect line item are based on the amount applied for during the concept paper application process, and awards are based on cost benefit, available funding, and if the indirect cost rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.

40. Obligation of Subgrant Funds. Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of this subgrant agreement period. Only project costs incurred on or after the effective date and on or prior to the end date of this subgrant agreement are eligible for reimbursement. A cost is incurred when the Subrecipient's employee or approved contractor or consultant performs the service required or when goods are received by the Subrecipient, notwithstanding the date of order.

41. Procedures for Reimbursement.

- (a) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation. **ALL requests for reimbursement shall include FDOT Form 500-065-019 Performance Report for the period of reimbursement.**
- (b) **Supporting Documentation.** Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in this approved subgrant agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation:

i. **Personnel Services.**

- i. **Salaries:** A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- ii. **Fringe Benefits:** Should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified

percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

- ii. **Contractual Services.** Should be supported by a copy of the approved subcontract agreement, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
- iii. **Expenses.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
- iv. **Travel.** Should be supported by a consultant travel form or other approved DFS travel form, copies of receipts for all miscellaneous costs applicable to the travel, in accordance with the most current version of the FDOT Disbursements Handbook, and proof of payment of travel costs by the Subrecipient.
- v. **Equipment Costing Over \$5,000.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
- vi. **Indirect Cost.** If the subgrant agreement specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.

Subgrant agreements between state agencies, and/or subgrant agreements between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.

(c) **Frequency and Deadlines for Submission.**

- i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly, unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner may result in this subgrant agreement being terminated.
- ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 following the end of this subgrant agreement period. Such request should be distinctly identified as **Final**.

The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 following the end of this

- (d) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this subgrant agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.
- (e) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of \$5,000 or more and a useful life of one year or more shall be accompanied by a Non-Expendable Property Accountability Record (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.
- (f) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air

Project Title: 2020 Aggressive Driving and Speed Enforcement Program
Project Number: SC-20-13-24
FDOT Contract Number: G1D84

schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.

- (g) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient, or their delegate. Delegation letters must be provided for each subgrant agreement.
- (h) **Reimbursement Timeline.** Subrecipients providing goods and services to the Department should be aware of the following time frames. The FDOT State Safety Office has a 30-day review process to approve goods and services that starts on the date of receipt of financial reimbursement request. After that review and approval, the Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. Financial reimbursement requests may be returned if not completed properly. If a payment is not available within 40 days from the FDOT State Safety Office approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the financial reimbursement request amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Financial reimbursement requests that have to be returned to a Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The financial reimbursement request payment requirements do not start until a properly completed financial reimbursement request is provided to the Department.
- (i) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Subrecipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of subgrant agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or subgrant agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this subgrant agreement term.
- (j) **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Subrecipients who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

42. Tracking and Retention of Financial Records. The Subrecipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this subgrant agreement shall be maintained and made available upon request to the Department at all times during the period of this subgrant agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Subrecipients general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work.

43. Program Income. Program income means gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of the subgrant award during the subgrant period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the subgrant award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the project.

Project Title: 2020 Aggressive Driving and Speed Enforcement Program
 Project Number: SC-20-13-24
 FDOT Contract Number: G1D84

500-065-01
 SAFETY
 9/19

44. Registration for Attendance. No activities funded under this subgrant agreement shall charge a registration fee for attendance.

45. Responsibility of Subrecipient. The Subrecipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this project shall be disbursed in accordance with provisions of the Project Detail Budget as approved by the FDOT State Safety Office. All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

REQUIREMENTS

46. Child Safety Seats. Any agency that receives child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician.

47. Enforcement.

- (a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement, and does not include hand held radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.
- (b) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this subgrant agreement period.
- (c) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this subgrant agreement.

High Visibility Enforcement is defined as:

- Intense: Enforcement activities are over and above what normally takes place.
- Frequent: Enforcement occurs often enough to create general deterrence.
- Visible: A majority of the public sees or hears about the enforcement.
- Strategic: Enforcement targets high-risk locations during high-risk times.

(d) Impaired Driving Enforcement.

- i. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Expansion of enforcement operation hours can be adjusted based on supporting data and prior approval by the FDOT State Safety Office. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.
- ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving mobilizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.

iii. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:

- a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course
- b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course
- c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course
- d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course
- e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course
- f. Be an active certified Drug Recognition Expert (DRE)

(e) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

(f) **Occupant Protection Enforcement.** All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday.

(g) **Speed and Aggressive Driving Enforcement.** All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving mobilization for Operation Southern Shield.

i. **Required Credentials for Speed Enforcement.** Any law enforcement officer who is using a radar or

48. Public Service Announcements, Marketing, and Advertisements.

- (a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.
- (b) **Media Plan.** All paid media reimbursed with subgrant funds shall contain a traffic safety message. In order to maximize the effectiveness of the paid media, when marketing or advertising is included in subgrant activities, it shall be done only in conjunction with proven, effective countermeasures, and when the message of the media is designed to call attention to those countermeasures. Before incurring costs related to the paid media, a final draft of the media and media plan shall be submitted to the FDOT State Safety Office for review.

Media plans should include the following:

- i. What program/policy the paid media is supporting
 - ii. How the paid media will be implemented to support an operational enforcement program whether it be a periodic crackdown/mobilization or an on-going saturation or roving patrol
 - iii. The amount allocated for paid media
 - iv. Anticipated creative costs associated with the paid media
 - v. The measures that will be used to assess message recognition and penetration of the target audience.
- (c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation, or Funded by FDOT". "Brought to you by" or "Provided by" may also be used for this requirement. The name of the Subrecipient and its logo can appear on the paid media but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.

Project Title: 2020 Aggressive Driving and Speed Enforcement Program
Project Number: SC-20-13-24
FDOT Contract Number: G1D84

- (d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., which includes items such as tickets, seats, food, travel, apparel, memorabilia, etc., to any representative of this subgrant agreement or any of their traffic safety partners unless the item or service is regularly made available to the general public at no cost.

49. Public Information and Education Items. Public Information and Education Items are defined as materials whose purpose is to convey substantive information about highway safety. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials are all allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial informational and educational content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a Subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and approval.

Requests should include the following:

- (a) What public information or educational item is being requested
- (b) What program/policy is the item supporting
- (c) Who the target audience is
- (d) How the item will be distributed
- (e) Estimated unit cost(s) for the item

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this subgrant agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

Printed materials (tip cards, brochures, safety pledges, surveys, activity books, booklets, guides, etc.) can be freely distributed, however tangible items (helmets, DVDs, CD-ROMs, flash or thumb drives, reflective tape, etc.) require the person receiving the item to interact with the Subrecipient in some manner related to the goal of the project in order to receive the item. Interaction includes attending a presentation, signing a pledge sheet, filling out a survey form, answering a traffic safety question, etc. The results of this interaction must be reported in the performance report.

Where feasible, either the Florida Department of Transportation logo or the words "Funding provided by the Florida Department of Transportation, or Funded by FDOT." Shall appear on or in all items. "Brought to you by" or "Provided by" may also be used for this requirement. The name of the Subrecipient and its logo can appear on any of the public information and education items. The names of individuals connected with the Subrecipient shall not appear on any printed materials, and advertisements paid for with highway safety funds.

Per 2 CFR 200 and NHTSA Memo "Use of NHTSA Highway Safety Grant Funds for Certain Purchases" (dated May 18, 2016), Use of NHTSA grant funds to purchase promotional items or memorabilia is prohibited and therefore unallowable under this subgrant agreement.

50. Publication and Printing of Observational Surveys and Other Reports.

- (a) **Review and Publication.** During this subgrant agreement period, but before publication or printing, the final draft of any report or reports required under this subgrant agreement or pertaining to this subgrant agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After this subgrant agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.

Project Title: 2020 Aggressive Driving and Speed Enforcement Program
 Project Number: SC-20-13-24
 FDOT Contract Number: G1D84

500-065-01
 SAFETY
 9/19

- (b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without advance approval.
- (c) **Required Language.** Each publication or other printed report covered by Paragraph 50(a) above shall include the following statement on the cover page:
 - i. This report was prepared for the FDOT State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.
 - ii. The conclusions and opinions expressed in these reports are those of the Subrecipient and do not necessarily represent those of the FDOT State Safety Office, Department of Transportation, State of Florida, and/or the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation, or any other agency of the State or Federal Government.

51. Safety Belt Policy. Each Subrecipient shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

52. Special Conditions.

Project Title: 2020 Aggressive Driving and Speed Enforcement Program
 Project Number: SC-20-13-24
 FDOT Contract Number: G1D84

500-065-01
 SAFETY
 9/19

Part VI: Federal Financial Assistance (Single Audit Act)

Federal resources awarded pursuant to this subgrant are as follows:

CFDA Number and Title:

- ☒ 20.600 - State and Community Highway Traffic Safety Program (NHTSA 402 Funds)
- ☐ 20.611 - Incentive Grant Program to Prohibit Racial Profiling (NHTSA 1906 Funds)
- ☐ 20.614 - National Highway Traffic Safety Administration Discretionary Safety Grants (NHTSA 403 funds)
- ☐ 20.616 - National Priority Safety Program (NHTSA 405 Funds)

***Federal Funds Awarded:** \$42,000
Awarding Agency: Florida Department of Transportation
Indirect Cost Rate:
****Award is for R&D:** No

Federal resources awarded pursuant to this subgrant are subject to the following audit requirements:

- (a) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
www.ecfr.gov

Federal resources awarded pursuant to this subgrant may also be subject to the following:

- (a) Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
www.fsrs.gov

<u>Federal Award Identification Number (FAIN):</u>	<u>FAIN Award Date:</u>
69A37518300004020FL0	06/05/2018

Project Title: 2020 Aggressive Driving and Speed Enforcement Program
 Project Number: SC-20-13-24
 FDOT Contract Number: G1D84

500-065-01
 SAFETY
 9/19

IN WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

<i>(For FDOT Use Only)</i> STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION By: _____ <i>Authorized FDOT State Safety Office Representative</i> Date: _____ <i>Date Signed</i>	SUBRECIPIENT By: _____ <i>Signature of Authorized Representative</i> Name: _____ <i>Authorized Representative's Name Printed</i> Title: _____ <i>Authorized Representative's Title Printed</i> Date: _____ <i>Date Signed</i>
Reviewed for the Florida Department of Transportation: By: _____ <i>Authorized FDOT Attorney</i> Date: _____ <i>Date Signed</i>	IMPLEMENTING AGENCY By: _____ <i>Signature of Authorized Representative</i> Name: _____ <i>Authorized Representative's Name Printed</i> Title: _____ <i>Authorized Representative's Title Printed</i> Date: _____ <i>Date Signed</i>
NOTE: These signatures are the only recognized authorized representatives for this agreement, unless delegation is granted in writing.	



CONSENT AGENDA (ID # 2719)

DOC ID: 2719

Central Square Click 2 Gov ERP Upgrade

DISCUSSION:

During the Fiscal Year 2019 the City upgraded the Financial system to Central Square Superior (HTE) cloud based system. Central Square offers modules that allow for customer payments and other data inquiry and exchange via the web. This is Central Square's Click 2 Gov suite.

Staff has reviewed the products and found that the Customer Information System, Building system, Accounts Receivable, Business Licenses and Code enforcement modules would be beneficial to City customers and staff. Some of the main features that would not only improve services to customer but also reduce staff processing time include: Online customer payments for all of the modules shown. Utility customer account inquiry. Building permit electronic inspection schedule and online permit applications, Code enforcement case inquiry, and online business tax inquiry and renewal. Fact Sheets are attached.

The online payment options will have a significant positive impact to the Central cashiering function. Currently the online payment portal with point to pay and Amscot requires the Cashiers to manually input the payments in the City's system from a report form these vendors. Also this portal does not allow for payments on business tax license, building fees, code enforcement fees, or miscellaneous receivable payments. Additionally the Community Development and Code Enforcement staff would benefit from the online submission of application and inspection requests along with electronic plans.

This would be a sole source procurement.

Current City of Holly Hill Purchasing Policies and Procedures per Resolution 2018-R-30

POLICY 2.25 EXEMPTION FROM BIDDING PROCEDURE

Sole source or Standardization procurement is exempt from bidding procedures. The using department must submit to the Finance Department in writing for his/her approval the attempts made, or the data collected to substantiate declaring a product or service "sole source". The City Commission must approve the award of the contract if the dollar amount exceeds \$25,000.

FISCAL ANALYSIS:

The City budgeted \$500,000 for the overall ERP project. The remaining balance of this budget is \$298,582 and will be carried over into the Current fiscal year. The cost for these modules

total \$32,032. Annual continuing maintenance for these modules is \$12,552. Year two of these maintenance costs will be requested in the FY2021 budget. This leaves a remaining balance of approximately \$266,550 for our overall ERP and technology upgrades.

STAFF RECOMMENDATION:

That the City Manager execute the associated Agreements and issue purchase orders to the following Central Square Technologies for the Click 2 Gov modules the following amount of \$32,032.



NaviLine/Click2Gov BUILDING PERMITS

Enable citizens and contractors to complete the most common steps in the building permit process online to include application, payments, and scheduling inspections.

FEATURES

Electronic Inspection Scheduling – Allow contractors or owner/builders to schedule or cancel inspections with support for same day inspections and related fees.

Property and Permit Information – View all pertinent property and permit information, such as address, parcel number, zoning, ownership information, permit details, inspections, plan review statuses, fees, and payments.

Inspection Maintenance – Schedule and cancel inspections for permits 24/7. Send comments to inspectors. Support for same-day inspections and same-day inspection fees.

Public Inquiry – Allow contractors and homeowners to access an application without having to enter a personal identification number.

Online Fees – Allow contractors and homeowners to view and pay the project fees online. Contractors can also manage payment preferences to ease online payments. System supports credit cards, signature debit cards and electronic checks.

Project View – Offer users the ability to view all of the inspections necessary to complete the job from start to finish in an easy-to-read format.

Online Submittal – Submit permit applications online with support for entering structure data and contractor information.

REQUIREMENTS

- ▶ Click2Gov Building Permits requires NaviLine Building Permits and Click2Gov Core
- ▶ The Superior Transaction Manager and NaviLine Cash Receipts are required to process online payments

BENEFITS

- Improves access to permit information by allowing citizens and contractors to perform inquiries directly from the internet 24/7
- Contractors and citizens can review permit information anytime
- Reduces inquiry calls from contractors and the public, thus maximizing resources of building department personnel
- Allows online submittal of various types of permit applications with support for Electronic Plan Review
- Speeds up the scheduling process with online access to scheduling or canceling inspections for permits



NaviLine/Click2Gov CODE ENFORCEMENT

Enables citizen and inspectors to perform case inquiries and view case-related data online, including the case status, and the next course of action related to a case. Citizens can also pay all related fines and fees online.

FEATURES

Case Identification – Search for cases using owner name, address or case number. Cases marked as private require the user to enter a personal identification number (PIN) to access the case data. View detailed information for individual cases, including case number, date reported, tenant name, case status, case type, case origination, credit balance, case disposition, all text attached to the case, list of violations associated with the case, and legal description.

Security and Privacy – Full control over which cases will be available online. Names associated with a case can be marked as private, preventing them from displaying on the internet.

Inspection Information – View the case inspector, inspection schedule date, inspection result date, result status, inspection comments, and result comments.

Inquiries – Perform inquiries for violations, fees, liens, and text.

Payment Options – Accept credit card, signature debit card, or electronic checks.

REQUIREMENTS

- ▶ Click2Gov Code Enforcement requires The CentralSquare Code Enforcement and Click2Gov Core.
- ▶ The CentralSquare Transaction Manager and NaviLine Cash Receipts are required to process online payments.

BENEFITS

- Allows citizens to view existing cases by address or owner
- View violations, inspection results, previous actions, and pending actions
- Support for paying fees online
- Ability to designate specific cases as private and non-displayable on the Internet
- Hides associated names on sensitive cases and still displays case details
- Designates which violation fees can be paid through the internet



Enables citizens to complete routine tasks associated with business and occupational licenses using the CentralSquare Click2Gov Business Licenses application. Citizens can search for licenses, renew licenses, and pay for them, as well as perform “what if” scenarios to determine the impact of changes on a license.

FEATURES

License Inquiry – Look up licenses using various criteria such as date issued, license number, name, address, or type.

Renew Licenses – Renew any issued license online, to include non-annuals and licenses with special calculations.

License Payment – Pay renewal or other outstanding balances with a credit card, signature debit card or electronic check.

Proof of Renewal – Print a receipt for proof of renewal until the official license is received.

Speculation – Set up scenarios to determine the impact of projected changes and future business needs on license fees.

REQUIREMENTS

- ▶ Click2Gov Business Licenses requires the CentralSquare Business Licenses and Click2Gov Core
- ▶ The CentralSquare Transaction Manager and NaviLine Cash Receipts are required to process online payments

BENEFITS

- Improve access to license information by allowing citizens and business owners real-time access to license information
- Allows businesses to renew a license online as well as pay any associated renewal fees and/or any outstanding balances
- Licenses can be renewed online

Superion, a CentralSquare Company

Add-On Quote

Quote Prepared For:

Stella Gurnee, Finance Director
 City of Holly Hill
 1065 Ridgewood Ave.
 HOLLY HILL, FL, 32117-2898
 3862489426

Date: 09/24/19

Quote Number: Q-00021696 Valid Until:
12/18/19

Quote Prepared By:

Keegan Wetzel, Associate Account Manager
 CentralSquare Technologies
 1000 Business Center Drive
 Lake Mary, FL 32746
 Phone: +14073043058 Fax:
keegan.wetzel@centralsquare.com

Thank you for your interest in our company and our software and services solutions. Please review the below quote and feel free to contact Keegan Wetzel with any questions.

Subscription Fees

Product Name	Quantity	Subscription Fee
Fusion Proprietary	1	3,500.00
Total		3,500.00

Cloud/Hosted Fees

Product Name	Quantity	Amount
NaviLine Click2Gov3 Core	1	5,244.00
NaviLine Click2Gov3 Core - Contract Startup Fee	1	2,000.00
NaviLine Click2Gov3 Building Permits	1	1,368.00
NaviLine Click2Gov3 Customer Information System	1	2,040.00
NaviLine Click2Gov3 Accounts Receivable & Loans	1	1,464.00
NaviLine Click2Gov3 Business Licenses	1	1,284.00
NaviLine Click2Gov3 Code Enforcement	1	1,152.00
Total		14,552.00

Third-Party License Fees & Maintenance

Product Name	Quantity	License Fee	Maintenance
NaviLine Web Enablement	1	3,250.00	650.00

Attachment: Holly Hill, FL - NaviLine C2G3 (1) (2719 : Central Square Click 2 Gov ERP Upgrade)

Total	3,250.00	650.00
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Professional Services
Installation & Configuration

Product Name	Amount
Fusion Professional Services	1,400.00
NaviLine Click2Gov1 to NaviLine Click2Gov3 Upgrade	4,200.00

Total	5,600.00
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Training

Product Name	Amount
Fusion Professional Services	640.00
NaviLine Click2Gov1 to NaviLine Click2Gov3 Upgrade	2,560.00

Total	3,200.00
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Project Management

Product Name	Amount
Fusion Professional Services	640.00
NaviLine Click2Gov1 to NaviLine Click2Gov3 Upgrade	640.00

Total	1,280.00
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Total Professional Services	10,080.00
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Summary

Product/Service	Amount
Subscription Fees	3,500.00
Cloud/Hosted Annual Access Fees	12,552.00
Contract Startup Fees	2,000.00
Professional Services	10,080.00
Subtotal	28,132.00 USD
Third-Party License Fees	3,250.00
Subtotal	3,250.00 USD

Total Excluding Maintenance**31,382.00** USD

Net Third-Party Maintenance

650.00 USD

Total with Maintenance**32,032.00** USD**See Product notes in the Additional Information Section****Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:**

Do not pay from this form. Customer will be invoiced for the fees set forth after execution.

If applicable, annual Access, Subscription and/or Cloud/Hosting Fees will be invoiced annually after the initial term.

Maintenance Service and Support Fees (including third party products) are included with purchase for the initial term and will be invoiced annually after the initial term.

License, Start-up and Third Party software and/or hardware Fees are due at execution.

Training Fees and Travel Expenses are due as incurred. All other Professional Services will be Fixed Fee, due at execution.

Custom Modifications and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion.

Pricing for professional services provided under this quote is a good faith estimate based on the information available at the time of execution. The total amount may vary based on the actual number of hours of services required to complete the services. If required, additional services can be provided on a time and materials basis at CentralSquare's then-current hourly rates for the services at issue. For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Additional Terms:

This form constitutes a supplemental order and amendment to the existing Agreement (the "Agreement") by and between CentralSquare and Customer. Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately.

Travel expenses shall be governed by the CentralSquare Travel Policy.

Preprinted conditions and any terms stated on purchase orders or other documents submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by both parties.

If applicable, Third party hardware/software maintenance and any applicable warranty provisions will be provided by the third party manufacturer(s). The return and refund policy of each individual third party hardware/software supplier shall apply. In the event that a manufacturer changes any of these respective policies or prices, CentralSquare reserves the right to adjust this proposal to reflect those changes if they occur prior to execution.

Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery. Delivery is defined as either a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar electronic file transfer method, or (b) physical shipment, such as on a disc or other media transfer method. Physical shipment is on FOB- CentralSquare's shipping point, and electronic delivery is deemed effective at the time CentralSquare provides Customer with access to download the CentralSquare Solutions.

Stella Gurnee, Finance Director
City of Holly Hill

Authorized Signature: _____

Printed Name: _____

Date: _____

Additional Information Section

Product Notes:

Fusion facilitates the connection and communication between third-party software and Product Suites for ONESolution, NaviLine & PLUS via REST-based Web services. With Superior?s proprietary Fusion product, clients can share data between ONESolution, NaviLine, PLUS and third-party or internally developed products. A definitive list of available services, code samples and results sets are documented on <http://fusion.superion.com>.

NaviLine Click2Gov3 Core: The Core module utilizes the currently supported web application services.



NaviLine/Click2Gov ACCOUNTS RECEIVABLE & LOANS

Now citizens can pay their accounts receivable bills and loans quickly, easily and conveniently by credit card, signature debit card or electronic check using the Click2Gov Accounts Receivable and Loans (ARL) application. Citizens can search for a specific accounts receivable bill or loan, view the details of that item and pay all or part of it online.

FEATURES

User Profile Support – Though not required, for citizens that will be managing ARL accounts on a recurring basis, the system supports linked accounts so citizens can always locate, review and pay non-linked accounts improving ease of use.

Payment Acceptance – Accept a variety of payment types including credit cards, signature debit cards and electronic checks.

Convenient – System is available 24/7. Citizens can make payments any time from any Internet-connected computer, increasing customer satisfaction.

Payment Details – Ability to access outstanding balance information and payment history.

REQUIREMENTS

- ▶ Click2Gov Accounts Receivable and Loans requires the CentralSquare Accounts Receivable and Loans, and Click2Gov Core
- ▶ The CentralSquare Transaction Manager and NaviLine Cash Receipts are required to process online payments

BENEFITS

- Improves receivables by allowing citizens to pay their accounts receivables and loans over the Internet, 24/7
- Citizens can locate their account, view the details, make payments and perform account inquiry and history reviews

NaviLine

Click2Gov Customer Information System

Offer your citizens comprehensive, up-to-date account information, billing history, and service and consumption summaries over the internet. With the Superion Click2Gov Customer Information System, bills can be paid with a credit card, signature debit card, electronic check or by auto-pay.

BENEFITS

- ▶ Improves service by giving your customers online access to their account information at their convenience 24/7.
- ▶ Provides a comparison of service consumption over a 36 month period to determine the usage patterns
- ▶ Improves efficiency by reducing the time your customer service representatives spend answering telephone and in-office inquiries
- ▶ Customers with multiple accounts can access all of their utility accounts simply and easily

FEATURES

Payment history – View customer payment history, including pending payments.

Electronic bill presentment and payment – Enable customers to pay bills online with a major credit card, signature debit card or electronic check.

Customer account information – View customer account information, including account status and balance, last bill sent, and last payment received.

Consumption summary information – Display consumption summary information for each meter, including last reading, average daily usage, and period usage.

Consumption summary graphs – Generate customer consumption graphs for the previous 36 months.

Customer service summary – View customer service summary information, including service status, service start and stop dates and average charge based on the previous 12 months.

Service summary graphs – Display the last 12 billing amounts in graph format.

Customer billing statement – View a customer billing statement that provides a detailed reading and the charges for a specific bill.

Customer billing history – View customer billing history, including bill date, due date, balance forward, current charges, and total billed amount.

Automatic Online Registration – Your customers can simply and easily link their utility accounts to their Click2Gov user ID.

Citizen Managed Auto-Pay – Citizens can manage their own Auto-Pay accounts. Citizens have the ability to start and stop auto-payments based on their bank account or credit card/signature debit card allowing bills to be paid automatically without ongoing citizen intervention.

eNotification Support – Citizens can manage their own eNotification enrollment and settings.

REQUIREMENTS

- ▶ Click2Gov Customer Information System requires The NaviLine Customer Information System and Click2Gov Core
- ▶ The Superion Transaction Manager and NaviLine Cash Receipts are required to process online payments



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

5.5

MEETING DATE: October 22, 2019
FROM: Valerie Manning
SUBJECT: Correct Scrivener Errors in Adopted Fee Schedule as Set by
Resolution 2019-R-47
NUMBER: (ID # 2728)
APPLICANT:
PLANNER: Joseph A. Forte

Resolution 2019-R-47 was adopted by the City Commission on August 13, 2019 which contained scrivener errors on the multi-family water volume rates shown on pages 14, 15, 19, and 20. The rates were shown as “per thousand gallons” but should have been “per thousand gallons per unit”. The attached revised Exhibit “A” shows the corrected rates which were presented to the City Commission by the Stantec Consultants and are highlighted in yellow.

The staff believes this is a scrivener error that should be correct in the fee schedule but prefers the City Commission be aware the schedule is being changed accordingly.

- Exhibit A - Fee Schedule Updated per Finance and CM (PDF)

Exhibit A

Adopted by Commission on August 13, 2019
City Wide Fee Schedule - Effective October 1, 2019

FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
BUILDING AND ZONING FEES			
APPLICATION FEES			
APPLIC FEE-TEMP SIGNAGE	25.00	25.00	-
APPLIC FEE-SIGN PERMIT	25.00	25.00	-
APPLIC FEE-BD OF PLAN/APL	50.00	50.00	-
APPLIC FEE-COMM BLDG PRMT	60.00	60.00	-
APPLIC FEE-RES ACCES.STRC	30.00	30.00	-
APPLIC FEE-RES BLDG PRMIT	30.00	30.00	-
APPLIC FEE-ROW NO ROAD CUT (ROW CONSTRUCTION)	200.00	200.00	-
APPLIC FEE-ROW ROAD CUT (ROW CONSTRUCTION)	500.00	500.00	-
BUILDING PERMIT FEES - PROPOSED			
BUILDING VALUE 0-2,000 , BASE FEE	20.00	20.00	-
BUILDING VALUE 2,001-4,000, INITIAL FEE	30.00	30.00	-
BUILDING VALUE 4,001-100,000, BASE FEE	75.00	75.00	-
BUILDING VALUE 4,001-100,000, PER EACH THOUSAND	4.00	4.00	-
BUILDING VALUE 100,001-500,000, BASE FEE	450.00	450.00	-
BUILDING VALUE 100,001-500,000, PER EACH THOUSAND	3.00	3.00	-
BUILDING VALUE 500,001-1,000,000, BASE FEE	1,650.00	1,650.00	-
BUILDING VALUE 500,001-1,000,000, PER EACH THOUSAND	1.50	1.50	-
BUILDING VALUE > 1,000,000 BASE FEE	2,150.00	2,150.00	-
BUILDING VALUE > 1,000,000 PER EACH THOUSAND	1.00	1.00	-
PLAN REVIEW FEES			
REVISION TO APPROVED PLANS - PRIOR TO ISSUANCE OF PERMIT	30.00	30.00	-
REVISION TO APPROVED PLANS - AFTER ISSUANCE OF PERMIT	40.00	40.00	-
ZONING REVIEW - ANY VALUE	20.00	20.00	-
\$0.00 to \$5,000.00	25.00	25.00	-
\$5,001.00 to \$10,000.00	30.00	30.00	-
\$10,001.00 to \$50,000.00	60.00	60.00	-
\$50,001.00 to \$100,000.00	80.00	80.00	-
\$100,001.00 to \$200,000.00	100.00	100.00	-
\$200,001.00 to \$500,000.00	340.00	340.00	-
\$500,001.00 AND OVER	340.00	340.00	-
EACH \$500,000.00 OF VALUATION	20.00	20.00	-

Attachment: Exhibit A - Fee Schedule Updated per Finance and CM (2728 : Correct Scrivener Errors in Adopted Fee Schedule)

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FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
PROCESSING FEES			
CERTIFICATE OF OCCUPANCY	20.00	20.00	-
CERTIFICATE OF COMPLETION	20.00	20.00	-
CHANGE CONTRACTOR FEE	25.00	25.00	-
CHANGE SUB-CONTRACTOR FEE	10.00	10.00	-
PERMIT RENEWAL-EXTND ACTV 0-3 MOS.	1/4 Orig. Fee	1/4 Orig. Fee	
PERMIT RENEWAL-EXTND ACTV 3-6 MOS.	1/2 Orig. Fee	1/2 Orig. Fee	
PERMIT RENEWAL-EXTND ACTV OVER 6 MOS.	Full Fee	Full Fee	
FINES - WORK WITHOUT A PERMIT	2X Permit Fee	2X Permit Fee	
PERMIT RENEWAL-EXTND ACTV	30.00	30.00	-
PLACARD FEE	3.00	3.00	-
PLACARD REPLACEMENT FEE	10.00	10.00	-
CLOSEOUT FEES-RE:NEW/ADDN	250.00	250.00	-
CLOSEOUT FEES-REACTV.MISC	40.00	40.00	-
CLOSEOUT FEES-REACTV.POOL	120.00	120.00	-

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FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
LAND DEVELOPMENT FEES			
(PASS THROUGH ADVERTISING COSTS AND OUTSIDE REVIEW, AS APPLICABLE, ARE NOT INCLUDED IN THE BELOW COSTS)			
ADDRESSING - ADDRESSING CHANGES NOT PART OF A DEVELOPMENT PLAN	100.00	50.00	(50.00)
COMP PLAN AMEND-LG SCALE	3,000.00	3,000.00	-
COMP PLAN AMEND-SM SCALE	2,000.00	2,000.00	-
CONCURRENCY REVIEW - NON-BINDING LETTER	110.00	110.00	-
LOT SPLIT - ONE LOT INTO TWO / LOT LINE RECONFIGURATION	250.00	250.00	-
PLAT - FINAL	500.00	500.00	-
PLAT - MINOR UNDER 4 RESIDENTIAL LOTS OR UNDER 2 COMMERCIAL LOTS	500.00	500.00	-
REZONING - NON-PUD/CODE AMENDMENT	1,200.00	1,200.00	-
REZONING - PUD	2,000.00	2,000.00	-
REZONING - PUD AMENDMENT	1,250.00	1,250.00	-
SITE PLAN REVIEW-LAND DEV	1,200.00	1,200.00	-
SITE PLAN RESUBMITTALS - STARTING WITH 3RD RESUBMITTAL	25% OF APPLICATION COST	25% OF APPLICATION COST	-
SMALL SITE PLAN (UNDER 1000 SQUARE FEET OF IMPERVIOUS)	500.00	500.00	-
SPECIAL EXCEPTION-LAND DEV	500.00	500.00	-
STREET AND/OR EASEMENT VACATIONS-PER STREET OR EASEMENT	325.00	325.00	-
STREET NAME CHANGE	350.00	350.00	-
SUBDIVISION (CONCEPT)	350.00	350.00	-
SUBDIVISION (FINAL)	1,000.00	1,000.00	-
SUBDIVISION (PRELIMINARY)	1,000.00	1,000.00	-
TRAFFIC IMPACT ANALYSIS REVIEW	Actual Cost	Actual Cost	-
VARIANCE NON-RESIDENTIAL	500.00	500.00	-
VARIANCE RESIDENTIAL	350.00	350.00	-
WAVIERS AND APPEALS TO BOPA	-	300.00	300.00
ALL OTHER	300.00	300.00	-
ZONING VERIF LETTER/REBUILD (NON PUD)	50.00	50.00	-
ZONING VERIF LETTER/PLANNED UNIT DEVELOPMENT/DUE DILIGENCE/RESEARCH	125.00	125.00	-
SITE PERMIT FEE			
SITE PERMIT - COVERS ALL INSPECTIONS FOR WATER, SEWER, ROW IMPROVEMENTS, EROSION CONTROL, RECLAIM AND SOLID WASTE	The greater of 2% of the cost of site improvements only or 250.00	The greater of 2% of the cost of site improvements only or 250.00	

Attachment: Exhibit A - Fee Schedule Updated per Finance and CM (2728 : Correct Scrivener Errors in Adopted Fee Schedule)

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ELECTRICAL PERMITS			
ELECTRICAL - COMMERCIAL	60.00	60.00	-
ELECTRICAL - RESIDENTIAL	30.00	30.00	-
ELEC - CIRCUIT UP TO 10	6.00	6.00	-
ELEC - POOL/SINGLE FAMILY RESIDENTIAL	75.00	75.00	-
ELEC - PRE POWER COMMERCIAL	100.00	100.00	-
ELEC - POOL COMMERCIAL	200.00	200.00	-
ELEC - PRE POWER - RESIDENTIAL	50.00	50.00	-
ELEC - TEMP POWER POLE	50.00	50.00	-
ELEC - PER AMP SINGLE PHASE	0.60	0.60	-
ELEC - 3PH 241+ VOLT/PER AMP	1.50	1.50	-
ELEC - 3PH TO 240 VOLT PER AMP	1.00	1.00	-
ELEC - EACH ADDITIONAL CIRCUIT	3.00	3.00	-
LOW VOLTAGE ALARM SYSTEMS UP TO 5,000	30.00	30.00	-
LOW VOLTAGE ALARM SYS > 5,000 (PER 1,000)	5.00	5.00	-

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FIRE PLAN REVIEWS			
FIRE PLAN REV/<20K SQ FT	60.00	60.00	-
FIRE REVIEW/20,001-30K SQ'	90.00	90.00	-
FIRE REVW/30,001-40K SQ'	120.00	120.00	-
FIRE REVW/40,001-50K SQ'	150.00	150.00	-
FIRE REVW/50,001-60K SQ'	180.00	180.00	-
FIRE REVW/60,001-70K SQ'	210.00	210.00	-
FIRE REVW/70,001-80K SQ'	240.00	240.00	-
FIRE REVW/80,001-90K SQ'	270.00	270.00	-
FIRE PLAN REV/>90,001 SQ'	300.00	300.00	-
FIRE-HOOD SYS/SPR BTH-SUP	100.00	100.00	-
FIRE-SITE PLANS (EACH RE-SUBMITTAL)	25.00	25.00	-
CONSTRUCTION, RENOVATIONS, ADDITIONS (PER SQ FOOT)	0.50	0.50	-
FIRE SPRINKLER UP TO 10,000 SQ FEET	100.00	100.00	-
FIRE SPRINKLER OVER 10,000 SQ FEET	100.00	100.00	-
	10.00 per each additional 1000 sq. ft. over 10,000	10.00 per each additional 1000 sq. ft. over 10,000	
FIRE SPRINKLER OVER 10,000 SQ FEET			
STANDPIPE SYSTEMS / EACH SYSTEM	50.00	50.00	-
PRIVATE FIRE SERVICE MAIN (BELOW GROUND)	50.00	50.00	-
COMMERCIAL COOKING - EACH HOOD	75.00	75.00	-
FLAMMABLE SPRAY BOOTH (INCLUDES SUPPRESSION SYS)	75.00	75.00	-
VENTILATION SYSTEM (COMMERCIAL/BOTH)	50.00	50.00	-
EMERGENCY GENERATOR	75.00	75.00	-
FUEL TANK INSTALLATION (BELOW GROUND)	50.00	50.00	-
FUEL TANK INSTALLATION (ABOVE GROUND)	35.00	35.00	-
FIRE ALARM SYSTEMS UP TO 10,000 SQ FEET	75.00	75.00	-
FIRE ALARM SYSTEMS OVER 10,000 SQ FEET PER THOUSAND	10.00	10.00	-
SYSTEM TEST FEES			
ALARM SYSTEMS UP TO 10,000 SQ FEET	25.00	25.00	-
ALARM SYSTEMS OVER 10,000 SQ FEET	50.00	50.00	-
COMMERCIAL COOKING (EACH SYSTEM)	60.00	60.00	-
FIRE HYDRANT FLOW TEST	25.00	25.00	-
FIRE PUMP TEST	25.00	25.00	-
HYDROSTATIC TEST UP TO 10,000 SQ. FT.	75.00	75.00	-
HYDROSTATIC TEST OVER 10,000 SQ. FT.	125.00	125.00	-
HYDROSTATIC TEST (UNDERGROUND)	75.00	75.00	-

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ANNUAL FIRE SAFETY INSPECTION FEES			
0 -3,000 SQ. FT. (INITIAL AND 1ST REINSPECTION INCLUDED IN FEE)	30.00	30.00	-
3,001 - 5,000 SQ. FT. (INITIAL AND 1ST REINSPECTION INCLUDED IN FEE)	50.00	50.00	-
5,001 - 10,000 SQ. FT. (INITIAL AND 1ST REINSPECTION INCLUDED IN FEE)	60.00	60.00	-
10,001 - 15,000 SQ. FT. (INITIAL AND 1ST REINSPECTION INCLUDED IN FEE)	100.00	100.00	-
15,001 - 20,000 SQ. FT. (INITIAL AND 1ST REINSPECTION INCLUDED IN FEE)	120.00	120.00	-
20,001 - 30,000 SQ. FT. (INITIAL AND 1ST REINSPECTION INCLUDED IN FEE)	150.00	150.00	-
EACH ADDITIONAL 10,000 SQ. FT.	8.00	8.00	-
2ND REINSPECTION	25.00	25.00	-
3RD AND SUBSEQUENT REINSPECTIONS	50.00	50.00	-
PLUMBING PERMIT FEES			
PLUMB-MIN FEE-RESIDENTIAL	30.00	30.00	-
PLUMB-MIN FEE-ALL OTHER	60.00	60.00	-
PLUMB - BACKFLOW DEVICE	5.00	5.00	-
PLUMB - SEPTIC/DF UP TO 1000 G	6.00	6.00	-
PLUMB - WATER SERVICE PIPING	10.00	10.00	-
PLUMB - STORMWATER	250.00	250.00	-
PLUMB - SOLAR WATER HEAT SYS	10.00	10.00	-
PLUMB - POOL DRAIN & PIPE RESD	30.00	30.00	-
PLUMB - POOL DRAIN & PIPE COMM	60.00	60.00	-
PLUMB - FIRE SPRINKLER TO CITY WATER	30.00	30.00	-
PLUMB - FIRE SPRINKLER HEAD (EACH)	0.50	0.50	-
PLUMB - SEWER PER HOUSE	10.00	10.00	-
PLUMB - EACH FIXTURE	5.00	5.00	-
OTHER SPECIAL FEATURES (ICE MACHINES, COFFEE URNS, ETC.)	5.00	5.00	-
PLUMB - METER RESET	10.00	10.00	-
PLUMB-REPAIR OR ALTERATION OF DRAINAGE OR VENT PIPE	10.00	10.00	-
REPAIR OF DRAINAGE OR VENT PIPE, 1-5 EA.	5.00	5.00	-
REPAIR OF DRAINAGE OR VENT PIPE, Over 5 EA.	2.00	2.00	-

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BUILDING PERMIT RE-INSPECTION FEES			
RE-INSPECTION FEE-FIRST	30.00	30.00	-
RE-INSPECTION FEE-SECOND	45.00	45.00	-
RE-INSPECTION FEE-THIRD	60.00	60.00	-
RE-INSPECTION-FOURTH&ADDL	100.00	100.00	-
PUBLIC WORKS RE-INSPECTION FEES			
RE-INSPECTION FEE-FIRST	30.00	30.00	-
RE-INSPECTION FEE-SECOND	45.00	45.00	-
RE-INSPECTION FEE-THIRD	60.00	60.00	-
RE-INSPECTION-FOURTH&ADDL	100.00	100.00	-
WASTEWATER TAP FEES			
WW TAP-CAT.1 EXISTING LATERAL - INSPECTION ONLY	50.00	50.00	-
WW TAP-CAT.2 SHALLOW < 4' DEEP LATERAL	Cost + 5%	Cost + 5%	
WW TAP-CAT.3 DEEP > 4' LATERAL	Cost + 5%	Cost + 5%	
WW TAP-CAT.4 EXTEND LATERAL FROM CLOSEST MANHOLE	Cost + 5%	Cost + 5%	
WATER TAP FEES			
WATER TAP FEE - 3/4"	Cost + 5%	Cost + 5%	
WATER TAP FEE - 1"	Cost + 5%	Cost + 5%	
WATER TAP FEE - 1 1/2"	Cost + 5%	Cost + 5%	
WATER TAP FEE - 2"	Cost + 5%	Cost + 5%	
WATER TAP FEE - 3"	Cost + 5%	Cost + 5%	
WATER TAP FEE - 4"	Cost + 5%	Cost + 5%	
WATER METER SET FEES			
WATER METER SET - 3/4" (IN)	500.00	500.00	-
WATER METER SET - 1" (IN)	625.00	625.00	-
WATER METER SET - 1 1/2" (IN)	1,050.00	1,050.00	-
WATER METER SET - 2" (IN)	1,450.00	1,450.00	-
WATER METER SET - 3" (IN)	2,300.00	2,300.00	-
WATER METER SET - 4" (IN)	3,600.00	3,600.00	-
WATER METER SET - 3/4" (OUT)	625.00	625.00	-
WATER METER SET - 1" (OUT)	781.25	781.25	-
WATER METER SET - 1 1/2" (OUT)	1,312.50	1,312.50	-
WATER METER SET - 2" (OUT)	1,812.50	1,812.50	-
WATER METER SET - 3" (OUT)	2,875.00	2,875.00	-
WATER METER SET - 4" (OUT)	4,500.00	4,500.00	-

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MISC. PERMIT FEES			
DEMOLITION - COMM OR RESIDENTIAL (PER STRUCTURE)	50.00	50.00	-
FUEL STRG TANK/PUMP PERMIT (PER PUMP)	50.00	50.00	-
GARAGE SALE PERMIT	5.00	5.00	-
MOBILE HOME PERMIT (Set-up)	250.00	250.00	-
MOVING PERMIT (HOUSE MOVING)	200.00	200.00	-
ROOF - NEW OR REPLACEMENT	50.00	50.00	-
OR ROOF - NEW OR REPL (GREATER OF) PER SQUARE FOOT	2.00	2.00	-
TREE REMOVAL PERMIT, FIRST TREE	30.00	30.00	-
TREE REMOVAL PERMIT, EACH ADDITIONAL TREE	5.00	5.00	-
COMMERCIAL STOCKING PERMIT	100.00	100.00	-
GAS PERMIT FEES			
GAS - PER OUTLET (1-4)	2.00	2.00	-
GAS - PERMIT RESIDENTIAL	30.00	30.00	-
GAS - PERMIT COMMERCIAL	60.00	60.00	-
GAS - EA ADDTNL OUTLET, OVER 4	3.50	3.50	-
MECHANICAL PERMIT FEES			
MECHANICAL-SINGLE FAMILY-RESIDENTIAL	30.00	30.00	-
MECHANICAL-ALL OTHER	60.00	60.00	-
PLUS EQUIP. CHANGE-OUT (NO DUCTWORK)	5.00	5.00	-
DUCTWORK ONLY	Valuation	Valuation	
MECH - 0 - 3 TONS	65.00	65.00	-
MECH - 3+ - 10 TONS, INITIAL FEE	65.00	65.00	-
MECH - 3+ - 10 TONS PER TON	11.00	11.00	-
MECH - 10+ - 25 TONS, INITIAL FEE	142.00	142.00	-
MECH - 10+ - 25 TONS PER TON	9.00	9.00	-
MECH - 25+ - 50 TONS, INITIAL FEE	277.00	277.00	-
MECH - 25+ - 50 TONS, PER TON	5.50	5.50	-
MECH - 50+ TONS, INITIAL FEE	414.00	414.00	-
MECH - 50+ TONS PER TON	4.50	4.50	-
SIGN PERMIT FEES			
SIGN - NON-ILLUMINATED-1ST 5 SQ. FT.	10.00	10.00	-
SIGN - NON-ILLUMINATED-EACH SQ. FT.	0.25	0.25	-
SIGN - ILLUMINATED-1ST 5 SQ. FT.	25.00	25.00	-
SIGN - ILLUMINATED-EACH SQ. FT.	0.25	0.25	-

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MISC. BUILDING & ZONING FEES			
BUILDING PERMIT - RESIDENTIAL FENCE	50.00	50.00	-
BUILDING PERMIT - RESIDENTIAL SHED	50.00	50.00	-
BUILDING PERMIT - RESIDENTIAL WATER HEATER	50.00	50.00	-
BUSINESS USE OF FOOD TRUCK	5.00/Day	5.00/Day	-
FOOD TRUCK ANNUAL PERMIT	125.00/Year	125.00/Year	-
SPECIAL EVENT PERMIT - CITY RECOGNIZED	N/A	N/A	-
BASE FEE (PER EVENT)	200.00	200.00	-
OTHER CITY CHARGES (SEE GENERAL GOV'T CHARGES)	Based on Event	Based on Event	-
SPECIAL EVENT PERMIT - INDEPENDENT	N/A	N/A	-
SMALL EVENT	50.00	50.00	-
LARGE EVENT	150.00	150.00	-
OTHER CITY CHARGES (SEE GENRAL GOV'T CHARGES)	Based on Event	Based on Event	-
TEMPORARY COMMERCIAL SIGNAGE	-	-	-
TENT PERMIT - SPECIAL USE	50.00	50.00	-
TENT SALE FOR ESTABLISHED BUS	50.00	50.00	-
LOW VOLTAGE SYSTEM LABEL	55.00	55.00	-
METER RESET FEE	10.00	10.00	-
SIDEWALK PER LINEAR FT	13.00	13.00	-
ALCOHOL LICENSE (PER DAY, PER EVENT)	25.00	25.00	-
TEMPORARY SIGN-PER DAY	1.00	1.00	-
ANNUAL SIGN RENEWAL FEE	25% OF ORIGINAL PERMIT FEE	25% OF ORIGINAL PERMIT FEE	-
PASS-THROUGH FEES			
(ACTUAL CONSULTANT COSTS AS APPLICABLE)			
LEGAL NOTICES	Actual Cost	Actual Cost	-
ADVERTISING	Actual Cost	Actual Cost	-
LEGAL REVIEW AND OPINION	Actual Cost	Actual Cost	-
PLAN REVIEW-BUILDING, ELECTRICAL, GAS, MECHANICAL, PLUMBING OR ENGINEERING (INCLUDING STORMWATER)	Actual Cost	Actual Cost	-
INSPECTIONS-BUILDING, ELECTRICAL, GAS, MECHANICAL, PLUMBING OR ENGINEERING (INCLUDING STORMWATER)	Actual Cost	Actual Cost	-
RE-INSPECTIONS-BUILDING, ELECTRICAL, GAS, MECHANICAL, PLUMBING OR ENGINEERING (INCLUDING STORMWATER)	Actual Cost	Actual Cost	-

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FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
CITY CLERK			
MISCELLANEOUS CHARGES FOR COPIES			
SINGLE-SIDED COPIES, UP TO 8 ½" X 14"	0.15	0.15	-
DOUBLE-SIDED COPIES, UP TO 8 ½" x 14"	0.20	0.20	-
SINGLE-SIDED COPIES, UP TO 11" x 17"	0.50	0.50	-
DOUBLE-SIDED COPIES, UP TO 11" X 17"	0.75	0.75	-
LARGER SIZE COPIES	Actual Cost	Actual Cost	
DUPLICATION			
CERTIFIED COPY OF A PUBLIC RECORD - IN ADDITION TO COPY COST	\$1.00 Per Page	\$1.00 Per Page	
DUPLICATE AUDIO TAPE	1.48	0.00	(1.48)
DUPLICATE CD OF DVD	0.32	0.32	-
FACSIMILE TRANSMISSION - PER FAXED PAGE	1.00	1.00	-

NOTE: ADDITIONAL CHARGES WILL BE ADDED TO COVER THE COST OF POSTAGE AND PACKING IF

§119.07(1)(b), Florida Statutes, provides: "If the nature or volume of public records requested to be inspected, examined, or copied is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by personnel of the agency involved, or both, the agency may charge, in addition to the actual cost of duplication, a special service charge, which shall be reasonable and shall be based on the cost incurred for such extensive use of information technology resources or the labor cost of the personnel providing the service that is actually incurred by the agency or attributable to the agency for the clerical and supervisory assistance required, or both."

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UTILITY DEPOSITS RATES			
RESIDENTIAL UTILITY DEPOSITS ARE BASED ON CREDIT SCORE AS VERIFIED BY APPROVED PROVIDER:			
GREEN			
WATER	50.00	50.00	-
SEWER	50.00	50.00	-
SOLID WASTE	50.00	50.00	-
YELLOW			
WATER	75.00	75.00	-
SEWER	75.00	75.00	-
SOLID WASTE	75.00	75.00	-
RED			
WATER	100.00	100.00	-
SEWER	100.00	100.00	-
SOLID WASTE	100.00	100.00	-

DEFINITIONS OF GREEN, YELLOW, AND RED ARE LISTED BELOW:

GREEN LIGHT - MINIMAL DEPOSIT REQUIRED. BASED ON THE INFORMATION PROVIDED, THE APPLICANT HAS A GOOD CREDIT SCORE AND POSES A LOW CREDIT RISK.

YELLOW LIGHT - DEPOSIT REQUIRED. BASED ON THE INFORMATION PROVIDED, THE APPLICANT HAS AN AVERAGE CREDIT SCORE AND POSES A MODERATE CREDIT RISK.

RED LIGHT - MAXIMUM DEPOSIT REQUIRED. BASED ON THE INFORMATION PROVIDED, THE APPLICANT HAS A POOR CREDIT SCORE OR EXCHANGE HITS AND POSES A HIGH CREDIT RISK. IF CUSTOMER DOES NOT WANT THE UTILITY CREDIT CHECK COMPLETE, THEY WOULD BE CHARGED THE HIGHEST AMOUNT FOR THE DEPOSIT.

NON-RESIDENTIAL UTILITY DEPOSITS ARE BASED ON AN AMOUNT EQUAL TO TWICE THE ESTIMATED AVERAGE MONTHLY BILL

ADDITIONAL DEPOSITS

IN THE EVENT THE UTILITY SERVICE IS DISCONNECTED 2 OR MORE TIMES FOR NON-PAYMENT OR HAS RECEIVED 2 OR MORE RETURNED CHECKS WITHIN A 12 MONTH PERIOD, OR INSUFFICIENT UTILITY CREDIT SCORE, THE CITY WILL REQUIRE A DEPOSIT(S) AS OUTLINED ABOVE.

Attachment: Exhibit A - Fee Schedule Updated per Finance and CM (2728 : Correct Scrivener Errors in Adopted Fee Schedule)

Exhibit A

Adopted by Commission on August 13, 2019
City Wide Fee Schedule - Effective October 1, 2019

FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
WATER/SEWER UTILITY RATES			
WATER			
WTR INSIDE CITY 0-2,000 GALLONS	15.31	-	(15.31)
WTR INSIDE CITY 2,001-15,000 GALLONS	7.23	-	(7.23)
WTR INSIDE CITY > 15,000 GALLONS	8.68	-	(8.68)
WTR OUTSIDE CITY 0-2,000 GALLONS	19.15	-	(19.15)
WTR OUTSIDE CITY 2,001-15,000 GALLONS	9.03	-	(9.03)
WTR INSIDE CITY > 15,000 GALLONS	10.86	-	(10.86)
WATER FIXED MONTHLY CHARGES			
WATER INSIDE CITY RESIDENTIAL 3/4" METER-MONTHLY	-	8.37	8.37
WATER INSIDE CITY RESIDENTIAL 1" METER-MONTHLY	-	8.37	8.37
WATER INSIDE CITY RESIDENTIAL 1 1/2" METER-MONTHLY	-	27.90	27.90
WATER INSIDE CITY RESIDENTIAL 2" METER-MONTHLY	-	44.64	44.64
WATER INSIDE CITY RESIDENTIAL 3" METER-MONTHLY	-	121.38	121.38
WATER INSIDE CITY RESIDENTIAL 4" METER-MONTHLY	-	209.27	209.27
WATER INSIDE CITY RESIDENTIAL 6" METER-MONTHLY	-	446.44	446.44
WATER INSIDE CITY RESIDENTIAL 8" METER-MONTHLY	-	781.27	781.27
WATER INSIDE CITY RESIDENTIAL 10" METER-MONTHLY	-	1,171.91	1,171.91
WATER INSIDE CITY RESIDENTIAL MULTI UNIT-MONTHLY	-	7.91 PER UNIT	7.91 PER UNIT
WATER INSIDE CITY NON-RESIDENTIAL 3/4" METER-MONTHLY	-	8.37	8.37
WATER INSIDE CITY NON-RESIDENTIAL 1" METER-MONTHLY	-	13.95	13.95
WATER INSIDE CITY NON-RESIDENTIAL 1 1/2" METER-MONTHLY	-	27.90	27.90
WATER INSIDE CITY NON-RESIDENTIAL 2" METER-MONTHLY	-	44.64	44.64
WATER INSIDE CITY NON-RESIDENTIAL 3" METER-MONTHLY	-	121.38	121.38
WATER INSIDE CITY NON-RESIDENTIAL 4" METER-MONTHLY	-	209.27	209.27
WATER INSIDE CITY NON-RESIDENTIAL 6" METER-MONTHLY	-	446.44	446.44
WATER INSIDE CITY NON-RESIDENTIAL 8" METER-MONTHLY	-	781.27	781.27
WATER INSIDE CITY NON-RESIDENTIAL 10" METER-MONTHLY	-	1,171.91	1,171.91
WATER INSIDE CITY NON-RESIDENTIAL MULTI UNIT-MONTHLY	-	7.91 PER UNIT	7.91 PER UNIT
WATER OUTSIDE CITY RESIDENTIAL 3/4" METER-MONTHLY	-	10.46	10.46
WATER OUTSIDE CITY RESIDENTIAL 1" METER-MONTHLY	-	10.46	10.46
WATER OUTSIDE CITY RESIDENTIAL 1 1/2" METER-MONTHLY	-	34.88	34.88
WATER OUTSIDE CITY RESIDENTIAL 2" METER-MONTHLY	-	55.80	55.80
WATER OUTSIDE CITY RESIDENTIAL 3" METER-MONTHLY	-	151.73	151.73
WATER OUTSIDE CITY RESIDENTIAL 4" METER-MONTHLY	-	261.59	261.59
WATER OUTSIDE CITY RESIDENTIAL 6" METER-MONTHLY	-	558.05	558.05
WATER OUTSIDE CITY RESIDENTIAL 8" METER-MONTHLY	-	976.59	976.59
WATER OUTSIDE CITY RESIDENTIAL 10" METER-MONTHLY	-	1,464.89	1,464.89
WATER OUTSIDE CITY RESIDENTIAL MULTI UNIT-MONTHLY	-	9.89 PER UNIT	9.89 PER UNIT

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FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
WATER OUTSIDE CITY NON-RESIDENTAL 3/4" METER-MONTHLY	-	10.46	10.4
WATER OUTSIDE CITY NON-RESIDENTAL 1" METER-MONTHLY	-	17.44	17.4
WATER OUTSIDE CITY NON-RESIDENTAL 1 1/2" METER-MONTHLY	-	34.88	34.8
WATER OUTSIDE CITY NON-RESIDENTAL 2" METER-MONTHLY	-	55.80	55.8
WATER OUTSIDE CITY NON-RESIDENTAL 3" METER-MONTHLY	-	151.73	151.7
WATER OUTSIDE CITY NON-RESIDENTAL 4" METER-MONTHLY	-	261.59	261.5
WATER OUTSIDE CITY NON-RESIDENTAL 6" METER-MONTHLY	-	558.05	558.0
WATER OUTSIDE CITY NON-RESIDENTAL 8" METER-MONTHLY	-	976.59	976.5
WATER OUTSIDE CITY NON-RESIDENTAL 10" METER-MONTHLY	-	1,464.89	1,464.8
WATER OUTSIDE CITY NON-RESIDENTAL MULTI UNIT-MONTHLY	-	9.89 PER UNIT	9.89 PER UNIT

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FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
WATER VOLUMETRIC RATES			
WATER INSIDE CITY RESIDENTIAL 0 TO 2,000 GALLONS	-	3.98 PER THOUSAND GALLONS	3.98 PER THOUSAND GALLONS
WATER INSIDE CITY RESIDENTIAL 2,001 TO 5,000 GALLONS	-	7.95 PER THOUSAND GALLONS	7.95 PER THOUSAND GALLONS
WATER INSIDE CITY RESIDENTIAL 5,001 TO 10,000 GALLONS	-	9.15 PER THOUSAND GALLONS	9.15 PER THOUSAND GALLONS
WATER INSIDE CITY RESIDENTIAL 10,001 TO 15,000 GALLONS	-	9.94 PER THOUSAND GALLONS	9.94 PER THOUSAND GALLONS
WATER INSIDE CITY RESIDENTIAL OVER 15,000 GALLONS	-	10.74 PER THOUSAND GALLONS	10.74 PER THOUSAND GALLONS
WATER INSIDE MULTI UNIT CITY RESIDENTIAL 0 TO 2,000 GALLONS	-	3.98 PER THOUSAND GALLONS PER UNIT	3.98 PER THOUSAND GALLONS PER UNIT
WATER INSIDE MULTI UNIT CITY RESIDENTIAL 2,001 TO 5,000 GALLONS	-	7.95 PER THOUSAND GALLONS PER UNIT	7.95 PER THOUSAND GALLONS PER UNIT
WATER INSIDE MULTI UNIT CITY RESIDENTIAL 5,001 TO 10,000 GALLONS	-	9.15 PER THOUSAND GALLONS PER UNIT	9.15 PER THOUSAND GALLONS PER UNIT
WATER INSIDE MULTI UNIT CITY RESIDENTIAL 10,001 TO 15,000 GALLONS	-	9.94 PER THOUSAND GALLONS PER UNIT	9.94 PER THOUSAND GALLONS PER UNIT
WATER INSIDE MULTI UNIT CITY RESIDENTIAL OVER 15,000 GALLONS	-	10.74 PER THOUSAND GALLONS PER UNIT	10.74 PER THOUSAND GALLONS PER UNIT
WATER INSIDE CITY NON-RESIDENTIAL 0 TO 2,000 GALLONS	-	7.95 PER THOUSAND GALLONS	7.95 PER THOUSAND GALLONS
WATER INSIDE CITY NON-RESIDENTIAL 2,001 TO 5,000 GALLONS	-	7.95 PER THOUSAND GALLONS	7.95 PER THOUSAND GALLONS
WATER INSIDE CITY NON-RESIDENTIAL 5,001 TO 10,000 GALLONS	-	9.15 PER THOUSAND GALLONS	9.15 PER THOUSAND GALLONS
WATER INSIDE CITY NON-RESIDENTIAL 10,001 TO 15,000 GALLONS	-	9.15 PER THOUSAND GALLONS	9.15 PER THOUSAND GALLONS
WATER INSIDE CITY NON-RESIDENTIAL OVER 15,000 GALLONS	-	9.15 PER THOUSAND GALLONS	9.15 PER THOUSAND GALLONS

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FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
WATER INSIDE MULTI UNIT CITY NON-RESIDENTAL 0 TO 2,000 GALLONS	-	3.98 PER THOUSAND GALLONS PER UNIT	3.98 PER THOUSAND GALLONS PER UNIT
WATER INSIDE MULTI UNIT CITY NON-RESIDENTAL 2,001 TO 5,000 GALLONS	-	7.95 PER THOUSAND GALLONS PER UNIT	7.95 PER THOUSAND GALLONS PER UNIT
WATER INSIDE MULTI UNIT CITY NON-RESIDENTAL 5,001 TO 10,000 GALLONS	-	9.15 PER THOUSAND GALLONS PER UNIT	9.15 PER THOUSAND GALLONS PER UNIT
WATER INSIDE MULTI UNIT CITY NON-RESIDENTAL 10,001 TO 15,000 GALLONS	-	9.94 PER THOUSAND GALLONS PER UNIT	9.94 PER THOUSAND GALLONS PER UNIT
WATER INSIDE MULTI UNIT CITY NON-RESIDENTAL OVER 15,000 GALLONS	-	10.74 PER THOUSAND GALLONS PER UNIT	10.74 PER THOUSAND GALLONS PER UNIT
WATER OUTSIDE CITY RESIDENTAL 0 TO 2,000 GALLONS	-	4.98 PER THOUSAND GALLONS	4.98 PER THOUSAND GALLONS
WATER OUTSIDE CITY RESIDENTAL 2,001 TO 5,000 GALLONS	-	9.94 PER THOUSAND GALLONS	9.94 PER THOUSAND GALLONS
WATER OUTSIDE CITY RESIDENTAL 5,001 TO 10,000 GALLONS	-	11.44 PER THOUSAND GALLONS	11.44 PER THOUSAND GALLONS
WATER OUTSIDE CITY RESIDENTAL 10,001 TO 15,000 GALLONS	-	12.43 PER THOUSAND GALLONS	12.43 PER THOUSAND GALLONS
WATER OUTSIDE CITY RESIDENTAL OVER 15,000 GALLONS	-	13.43 PER THOUSAND GALLONS	13.43 PER THOUSAND GALLONS
WATER OUTSIDE MULTI UNIT CITY RESIDENTAL 0 TO 2,000 GALLONS	-	4.98 PER THOUSAND GALLONS PER UNIT	4.98 PER THOUSAND GALLONS PER UNIT
WATER OUTSIDE MULTI UNIT CITY RESIDENTAL 2,001 TO 5,000 GALLONS	-	9.94 PER THOUSAND GALLONS PER UNIT	9.94 PER THOUSAND GALLONS PER UNIT
WATER OUTSIDE MULTI UNIT CITY RESIDENTAL 5,001 TO 10,000 GALLONS	-	11.44 PER THOUSAND GALLONS PER UNIT	11.44 PER THOUSAND GALLONS PER UNIT
WATER OUTSIDE MULTI UNIT CITY RESIDENTAL 10,001 TO 15,000 GALLONS	-	12.43 PER THOUSAND GALLONS PER UNIT	12.43 PER THOUSAND GALLONS PER UNIT
WATER OUTSIDE MULTI UNIT CITY RESIDENTAL OVER 15,000 GALLONS	-	13.43 PER THOUSAND GALLONS PER UNIT	13.43 PER THOUSAND GALLONS PER UNIT

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FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
WATER OUTSIDE CITY NON-RESIDENTAL 0 TO 2,000 GALLONS	-	9.94 PER THOUSAND GALLONS	9.94 PER THOUSAND GALLONS
WATER OUTSIDE CITY NON-RESIDENTAL 2,001 TO 5,000 GALLONS	-	9.94 PER THOUSAND GALLONS	9.94 PER THOUSAND GALLONS
WATER OUTSIDE CITY NON-RESIDENTAL 5,001 TO 10,000 GALLONS	-	11.44 PER THOUSAND GALLONS	11.44 PER THOUSAND GALLONS
WATER OUTSIDE CITY NON-RESIDENTAL 10,001 TO 15,000 GALLONS	-	11.44 PER THOUSAND GALLONS	11.44 PER THOUSAND GALLONS
WATER OUTSIDE CITY NON-RESIDENTAL OVER 15,000 GALLONS	-	11.44 PER THOUSAND GALLONS	11.44 PER THOUSAND GALLONS
WATER OUTSIDE MULTI UNIT CITY NON-RESIDENTAL 0 TO 2,000 GALLONS	-	4.98 PER THOUSAND GALLONS PER UNIT	4.98 PER THOUSAND GALLONS PER UNIT
WATER OUTSIDE MULTI UNIT CITY NON-RESIDENTAL 2,001 TO 5,000 GALLONS	-	9.94 PER THOUSAND GALLONS PER UNIT	9.94 PER THOUSAND GALLONS PER UNIT
WATER OUTSIDE MULTI UNIT CITY NON-RESIDENTAL 5,001 TO 10,000 GALLONS	-	11.44 PER THOUSAND GALLONS PER UNIT	11.44 PER THOUSAND GALLONS PER UNIT
WATER OUTSIDE MULTI UNIT CITY NON-RESIDENTAL 10,001 TO 15,000 GALLONS	-	12.43 PER THOUSAND GALLONS PER UNIT	12.43 PER THOUSAND GALLONS PER UNIT
WATER OUTSIDE MULTI UNIT CITY NON-RESIDENTAL OVER 15,000 GALLONS	-	13.43 PER THOUSAND GALLONS PER UNIT	13.43 PER THOUSAND GALLONS PER UNIT

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FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
SEWER			
SWR INSIDE CITY 0-2,000 GALLONS	17.60	-	(17.60)
SWR INSIDE CITY > 2,000 GALLONS	8.32	-	(8.32)
SWR OUTSIDE CITY 0-2,000 GALLONS	22.00	-	(22.00)
SWR OUTSIDE CITY > 2,000 GALLONS	10.37	-	(10.37)
SWR OUTSIDE CITY > SURCHARGE COMMERCIAL	1.37	-	(1.37)
SEWER FIXED MONTHLY CHARGES			
SEWER INSIDE CITY RESIDENTIAL 3/4" METER-MONTHLY	-	12.01	12.01
SEWER INSIDE CITY RESIDENTIAL 1" METER-MONTHLY	-	12.01	12.01
SEWER INSIDE CITY RESIDENTIAL 1 1/2" METER-MONTHLY	-	40.03	40.03
SEWER INSIDE CITY RESIDENTIAL 2" METER-MONTHLY	-	64.05	64.05
SEWER INSIDE CITY RESIDENTIAL 3" METER-MONTHLY	-	174.13	174.13
SEWER INSIDE CITY RESIDENTIAL 4" METER-MONTHLY	-	300.22	300.22
SEWER INSIDE CITY RESIDENTIAL 6" METER-MONTHLY	-	640.48	640.48
SEWER INSIDE CITY RESIDENTIAL 8" METER-MONTHLY	-	1,120.84	1,120.84
SEWER INSIDE CITY RESIDENTIAL 10" METER-MONTHLY	-	1,681.26	1,681.26
SEWER INSIDE CITY RESIDENTIAL MULTI UNIT-MONTHLY	-	11.35 PER UNIT	11.35 PER UNIT
SEWER INSIDE CITY NON-RESIDENTIAL 3/4" METER-MONTHLY	-	12.01	12.01
SEWER INSIDE CITY NON-RESIDENTIAL 1" METER-MONTHLY	-	20.01	20.01
SEWER INSIDE CITY NON-RESIDENTIAL 1 1/2" METER-MONTHLY	-	40.03	40.03
SEWER INSIDE CITY NON-RESIDENTIAL 2" METER-MONTHLY	-	64.05	64.05
SEWER INSIDE CITY NON-RESIDENTIAL 3" METER-MONTHLY	-	174.13	174.13
SEWER INSIDE CITY NON-RESIDENTIAL 4" METER-MONTHLY	-	300.22	300.22
SEWER INSIDE CITY NON-RESIDENTIAL 6" METER-MONTHLY	-	640.48	640.48
SEWER INSIDE CITY NON-RESIDENTIAL 8" METER-MONTHLY	-	1,120.84	1,120.84
SEWER INSIDE CITY NON-RESIDENTIAL 10" METER-MONTHLY	-	1,681.26	1,681.26
SEWER INSIDE CITY NON-RESIDENTIAL MULTI UNIT-MONTHLY	-	11.35 PER UNIT	11.35 PER UNIT
SEWER OUTSIDE CITY RESIDENTIAL 3/4" METER-MONTHLY	-	15.01	15.01
SEWER OUTSIDE CITY RESIDENTIAL 1" METER-MONTHLY	-	15.01	15.01
SEWER OUTSIDE CITY RESIDENTIAL 1 1/2" METER-MONTHLY	-	50.04	50.04
SEWER OUTSIDE CITY RESIDENTIAL 2" METER-MONTHLY	-	80.06	80.06
SEWER OUTSIDE CITY RESIDENTIAL 3" METER-MONTHLY	-	217.66	217.66
SEWER OUTSIDE CITY RESIDENTIAL 4" METER-MONTHLY	-	375.28	375.28
SEWER OUTSIDE CITY RESIDENTIAL 6" METER-MONTHLY	-	800.60	800.60
SEWER OUTSIDE CITY RESIDENTIAL 8" METER-MONTHLY	-	1,401.05	1,401.05
SEWER OUTSIDE CITY RESIDENTIAL 10" METER-MONTHLY	-	2,101.58	2,101.58
SEWER OUTSIDE CITY RESIDENTIAL MULTI UNIT-MONTHLY	-	14.19 PER UNIT	14.19 PER UNIT

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SEWER OUTSIDE CITY NON-RESIDENTAL 3/4" METER-MONTHLY	-	15.01	15.01
SEWER OUTSIDE CITY NON-RESIDENTAL 1" METER-MONTHLY	-	25.01	25.01
SEWER OUTSIDE CITY NON-RESIDENTAL 1 1/2" METER-MONTHLY	-	50.04	50.04
SEWER OUTSIDE CITY NON-RESIDENTAL 2" METER-MONTHLY	-	80.06	80.06
SEWER OUTSIDE CITY NON-RESIDENTAL 3" METER-MONTHLY	-	217.66	217.66
SEWER OUTSIDE CITY NON-RESIDENTAL 4" METER-MONTHLY	-	375.28	375.28
SEWER OUTSIDE CITY NON-RESIDENTAL 6" METER-MONTHLY	-	800.60	800.60
SEWER OUTSIDE CITY NON-RESIDENTAL 8" METER-MONTHLY	-	1,401.05	1,401.05
SEWER OUTSIDE CITY NON-RESIDENTAL 10" METER-MONTHLY	-	2,101.58	2,101.58
SEWER OUTSIDE CITY NON-RESIDENTAL MULTI UNIT-MONTHLY	-	14.19 PER UNIT	14.19 PER UNIT

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FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
SEWER VOLUMETRIC RATES			
SEWER INSIDE CITY RESIDENTAL 0 TO 2,000 GALLONS	-	3.09 PER THOUSAND GALLONS	3.09 PER THOUSAND GALLONS
SEWER INSIDE CITY RESIDENTAL OVER 2,000	-	9.35 PER THOUSAND GALLONS	9.35 PER THOUSAND GALLONS
SEWER INSIDE CITY RESIDENTAL MULTI UNIT 0 TO 2,000 GALLONS	-	3.09 PER THOUSAND GALLONS PER UNIT	3.09 PER THOUSAND GALLONS PER UNIT
SEWER INSIDE CITY RESIDENTAL MULTI UNIT OVER 2,000	-	9.35 PER THOUSAND GALLONS PER UNIT	9.35 PER THOUSAND GALLONS PER UNIT
SEWER INSIDE CITY NON-RESIDENTAL 0 TO 2,000 GALLONS	-	9.35 PER THOUSAND GALLONS	9.35 PER THOUSAND GALLONS
SEWER INSIDE CITY NON-RESIDENTAL OVER 2,000	-	9.35 PER THOUSAND GALLONS	9.35 PER THOUSAND GALLONS
SEWER INSIDE CITY NON-RESIDENTAL MULTI UNIT 0 TO 2,000 GALLONS	-	3.09 PER THOUSAND GALLONS PER UNIT	3.09 PER THOUSAND GALLONS PER UNIT
SEWER INSIDE CITY NON-RESIDENTAL MULTI UNIT OVER 2,000 GALLONS	-	9.35 PER THOUSAND GALLONS PER UNIT	9.35 PER THOUSAND GALLONS PER UNIT
SEWER OUTSIDE CITY RESIDENTAL 0 TO 2,000 GALLONS	-	3.86 PER THOUSAND GALLONS	3.86 PER THOUSAND GALLONS
SEWER OUTSIDE CITY RESIDENTAL OVER 2,000	-	11.69 PER THOUSAND GALLONS	11.69 PER THOUSAND GALLONS
SEWER OUTSIDE CITY RESIDENTAL MULTI UNIT 0 TO 2,000 GALLONS	-	3.86 PER THOUSAND GALLONS PER UNIT	3.86 PER THOUSAND GALLONS PER UNIT
SEWER OUTSIDE CITY RESIDENTAL MULTI UNIT OVER 2,000	-	11.69 PER THOUSAND GALLONS PER UNIT	11.69 PER THOUSAND GALLONS PER UNIT

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SEWER OUTSIDE CITY NON-RESIDENTAL 0 TO 2,000 GALLONS	-	11.69 PER THOUSAND GALLONS	11.69 PER THOUSAND GALLONS
SEWER OUTSIDE CITY NON-RESIDENTAL OVER 2,000	-	11.69 PER THOUSAND GALLONS	11.69 PER THOUSAND GALLONS
SEWER OUTSIDE CITY NON-RESIDENTAL MULTI UNIT 0 TO 2,000 GALLONS	-	3.86 PER THOUSAND GALLONS PER UNIT	3.86 PER THOUSAND GALLONS PER UNIT
SEWER OUTSIDE CITY NON-RESIDENTAL MULTI UNIT OVER 2,000 GALLONS	-	11.69 PER THOUSAND GALLONS PER UNIT	11.69 PER THOUSAND GALLONS PER UNIT
FIRE LINE SPRINKLERS			
1" FIRE LINE SPRINKLER - INSIDE CITY	1.97	2.08	0.1
2" FIRE LINE SPRINKLER - INSIDE CITY	3.90	4.11	0.2
4" FIRE LINE SPRINKLER - INSIDE CITY	7.80	8.23	0.4
6" FIRE LINE SPRINKLER - INSIDE CITY	15.59	16.45	0.8
8" FIRE LINE SPRINKLER - INSIDE CITY	31.20	32.92	1.7
10" FIRE LINE SPRINKLER - INSIDE CITY	62.37	65.80	3.4
12" FIRE LINE SPRINKLER - INSIDE CITY	124.73	131.59	6.8
1" FIRE LINE SPRINKLER - OUTSIDE CITY	2.45	2.58	0.1
2" FIRE LINE SPRINKLER - OUTSIDE CITY	4.88	5.15	0.2
4" FIRE LINE SPRINKLER - OUTSIDE CITY	9.77	10.31	0.5
6" FIRE LINE SPRINKLER - OUTSIDE CITY	19.50	20.57	1.0
8" FIRE LINE SPRINKLER - OUTSIDE CITY	38.99	41.13	2.1
RENEWAL/REPLACEMENT			
RENEW/REPLACE SEWER - INSIDE CITY	3.00	3.00	-
RENEW/REPLACE WATER - INSIDE CITY	3.00	3.00	-
RENEW/REPLACE SEWER - OUTSIDE CITY	3.75	3.75	-
RENEW/REPLACE WATER - OUTSIDE CITY	3.75	3.75	-

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FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
MISC./REPLACEMENT FEES			
ADMINISTRATIVE FEES	25.00	25.00	-
NEW ACCOUNT FEE	25.00	25.00	-
POOL FILL CHECK READING(S)	10.00	10.00	-
SUSPENDED ACCOUNT FEE	10.00	10.00	-
SUSPENDED ACCOUNT FEE - REACTIVATION	10.00	10.00	-
SUSPENDED ACCOUNT FEE - AFTER HOURS AND WEEKEND/HOLIDAYS	100.00	100.00	-
TEMPORARY TURN-ON	25.00	25.00	-
BRASS BODY WATER METER	Actual Cost+Labor	Actual Cost+Labor	-
BROKEN HARD LOCK	35.00	35.00	-
BROKEN SOFT LOCK	30.00	30.00	-
BROKEN MASTER LOCK	45.00	45.00	-
METER BENCH TEST	75.00	75.00	-
BROKEN VALVE	Actual Cost+Labor	Actual Cost+Labor	-
COLLECTIONS ADMINISTRATIVE FEE	35.00	35.00	-
DELINQUENT ACCOUNT FEE	25.00	25.00	-
<u>LATE PAYMENT PENALTY</u>			
<u>(APPLIES TO ALL WATER, SEWER, TRASH, RENEWAL & REPLACEMENT</u>	15%	15%	-
<u>CHARGES AND UTILITY TAXES)</u>			
COLLECTION AGENCY PERCENTAGE	35%	35%	-
METER COUPLING 3/4"	Actual Cost+Labor	Actual Cost+Labor	-
BALL VALVE 1"	Actual Cost+Labor	Actual Cost+Labor	-
BALL VALVE 3/4"	Actual Cost+Labor	Actual Cost+Labor	-
LABOR CHARGE PER HOUR	N\A	N\A	-
METER BOX	Actual Cost+Labor	Actual Cost+Labor	-
METER CHECK AT LOCATION	15.00	15.00	-
OVERTIME CHARGE	52.00	52.00	-
PULLED/SET METER	Labor Cost/1 Hr. Min.	Labor Cost/1 Hr. Min.	-
RADIO READ HEAD	Actual Cost+Labor	Actual Cost+Labor	-
METER COUPLING 1"	Actual Cost+Labor	Actual Cost+Labor	-
METER RISER 7"	Actual Cost+Labor	Actual Cost+Labor	-
METER RISER 9"	Actual Cost+Labor	Actual Cost+Labor	-
REUSE WATER (RIVIERA GOLF COURSE ONLY)	300.00	300.00	-

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FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
RETURNED CHECK CHARGE - CHECKS UP TO \$50.00	25.00	25.00	-
RETURNED CHECK CHARGE - CHECKS \$50.01 - \$300.00	30.00	30.00	-
RETURNED CHECK CHARGE - CHECKS \$300.01 - \$800.00	40.00	40.00	-
RETURNED CHECK CHARGE - CHECKS > \$800.00	5% of Face Amt.	5% of Face Amt.	-
BOOT DAMAGED, STOLEN	26.00	26.00	-
HYDRANT RENTAL -			
METER DEPOSIT	1,700.00	1,700.00	-
MONTHLY USAGE RATES:			
WTR 0-2,000 GALLONS	15.31	7.95 PER THOUSAND GALLONS	7.95 PER THOUSAND GALLONS
 WTR 2,001-15,000 GALLONS	7.23	-	(7.2
WTR 2,001-5,000 GALLONS	7.23	7.95 PER THOUSAND GALLONS	7.95 PER THOUSAND GALLONS
WTR 5,001-10,000 GALLONS	7.23	9.15 PER THOUSAND GALLONS	9.15 PER THOUSAND GALLONS
WTR 10,001-15,000 GALLONS	7.23	9.15 PER THOUSAND GALLONS	9.15 PER THOUSAND GALLONS
WTR > 15,000 GALLONS	8.68	9.15 PER THOUSAND GALLONS	9.15 PER THOUSAND GALLONS
LOST METER (ASSUMED GALLONS PER DAY)	500GL/DAY	500GL/DAY	

ADDITIONAL POSTAGE

ANY ADDITIONAL POSTAGE CHARGES INCURRED BY THE CITY (FOR INTERNATIONAL MAILING OF UTILITY BILLS, RETURNED MAIL, ETC.) WILL BE BILLED TO THE CUSTOMER ACCOUNT.

Attachment: Exhibit A - Fee Schedule Updated per Finance and CM (2728 : Correct Scrivener Errors in Adopted Fee Schedule)

Exhibit A

Adopted by Commission on August 13, 2019
City Wide Fee Schedule - Effective October 1, 2019

FEE TYPE		FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
SOLID WASTE COLLECTION				-
RESIDENTIAL				-
RESIDENTIAL TOTER		23.01	23.01	-
EXTRA RESIDENTIAL TOTER		8.90	8.90	-
EXTRA RESIDENTIAL TOTER DEPOSIT		30.00	30.00	-
BULK RATE PER CUBIC YARD		8.30	8.30	-
COMMERCIAL				
Commercial Containers	PU/WK			
2 YARD	1	79.92	79.92	-
	2	159.84	159.84	-
	3	239.76	239.76	-
	4	319.68	319.68	-
	5	399.60	399.60	-
	6	479.52	479.52	-
	XPU	19.98	19.98	-
4 YARD	1	159.84	159.84	-
	2	319.68	319.68	-
	3	479.52	479.52	-
	4	639.36	639.36	-
	5	799.20	799.20	-
	6	959.04	959.04	-
	XPU	39.96	39.96	-
6 YARD	1	239.76	239.76	-
	2	479.52	479.52	-
	3	719.28	719.28	-
	4	959.04	959.04	-
	5	1,198.80	1,198.80	-
	6	1,438.56	1,438.56	-
	XPU	59.94	59.94	-
8 YARD	1	319.68	319.68	-
	2	639.36	639.36	-
	3	959.04	959.04	-
	4	1,278.72	1,278.72	-
	5	1,598.40	1,598.40	-
	6	1,918.08	1,918.08	-
	XPU	79.92	79.92	-
T96 CARTS	2	34.39	34.39	-
Commercial Containers - Deposit	(2 x Usage)	(2 x Usage)		
2 YARD	1	159.84	159.84	-
	2	319.68	319.68	-
	3	479.52	479.52	-
	4	639.36	639.36	-
	5	799.20	799.20	-
	6	959.04	959.04	-

Attachment: Exhibit A - Fee Schedule Updated per Finance and CM (2728 : Correct Scrivener Errors in Adopted Fee Schedule)

Exhibit A

Adopted by Commission on August 13, 2019
City Wide Fee Schedule - Effective October 1, 2019

FEE TYPE		FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
4 YARD	1	319.68	319.68	-
	2	639.36	639.36	-
	3	959.04	959.04	-
	4	1,278.72	1,278.72	-
	5	1,598.40	1,598.40	-
	6	1,918.08	1,918.08	-
6 YARD	1	479.52	479.52	-
	2	959.04	959.04	-
	3	1,438.56	1,438.56	-
	4	1,918.08	1,918.08	-
	5	2,397.60	2,397.60	-
	6	2,877.12	2,877.12	-
8 YARD	1	639.36	639.36	-
	2	1,278.72	1,278.72	-
	3	1,918.08	1,918.08	-
	4	2,557.44	2,557.44	-
	5	3,196.80	3,196.80	-
	6	3,836.16	3,836.16	-
T96 CARTS	2	75.00	75.00	-
ROLL-OFF RESIDENTIAL/COMMERICAL (PER PULL)				
20 YARD (DISPOSAL COST NOT INCLUDED)/PULL		258.19	258.19	-
30 YARD (DISPOSAL COST NOT INCLUDED)/PULL		258.19	258.19	-
40 YARD (DISPOSAL COST NOT INCLUDED)/PULL		258.19	258.19	-
DISPOSAL COST		Actual	Actual	
DISPOSAL COST - GREEN		Actual	Actual	
DISPOSAL COST - C&D		Actual	Actual	
DISPOSAL COST - MIXED DEBRIS		Actual	Actual	

Attachment: Exhibit A - Fee Schedule Updated per Finance and CM (2728 : Correct Scrivener Errors in Adopted Fee Schedule)

Exhibit A

Adopted by Commission on August 13, 2019
City Wide Fee Schedule - Effective October 1, 2019

FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
ROLL-OFF RESIDENTIAL/COMMERCIAL - DEPOSIT			
20 YARD	516.38	516.38	-
30 YARD	516.38	516.38	-
40 YARD	516.38	516.38	-
MISC COMMERCIAL CONTAINER CHARGES			
CASTER/WHEELS	10.00	10.00	-
LOCKING LID	15.05	15.05	-
20YD TRASH COMPACTOR	516.38	516.38	-
30YD TRASH COMPACTOR	516.38	516.38	-
40YD TRASH COMPACTOR	516.38	516.38	-
RESET DUMPSTER	68.49	68.49	-

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Exhibit A

Adopted by Commission on August 13, 2019
City Wide Fee Schedule - Effective October 1, 2019

FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
STORMWATER			
STORMWATER UTILITY FEE			
CHARGES PER EQUIVALENT RESIDENTIAL UNIR (ERU) WILL BE EIGHT DOLLARS (\$8.00) PER MONTH. THIS EQUATES TO \$96.00 ANNUALLY FOR SINGLE FAMILY HOMES			
POLICE FEES			
MISC.			
REPORTS	1.00	1.00	-
FINGERPRINTS	5.00	5.00	-
DVD	1.00	1.00	-
VEHICLE EQUIPMENT CHECK	4.00	4.00	-
GOLF CART REGISTRATION	25.00	25.00	-
SPECIAL MASTER	250.00	250.00	-
SPECIAL MASTER (PER DAY)	500.00	500.00	-
SPECIAL MASTER (ONE TIME FINE)	5,000.00	5,000.00	-
CODE FINE (CLASS I)	50.00	50.00	-
CODE FINE (CLASS I)-REPEAT OFFENSE	100.00	100.00	-
CODE FINE (CLASS II)	100.00	100.00	-
CODE FINE (CLASS II)-REPEAT OFFENSE	200.00	200.00	-
CODE FINE (CLASS III)	250.00	250.00	-
CODE FINE (CLASS III)-REPEAT OFFENSE	500.00	500.00	-
FALSE ALARMS-4TH OCCURRENCE IN 365 DAYS	50.00	50.00	-
FALSE ALARMS-5TH OCCURRENCE IN 365 DAYS	75.00	75.00	-
FALSE ALARMS-6TH & GREATER IN 365 DAYS	100.00	100.00	-
TRESPASS TOWING FEE APPLICATION/PERMIT	25.00	25.00	-
TRESPASS TOWING FEE ANNUAL INSPECTION	25.00	25.00	-
ANIMAL CONTROL			
EUTHANASIA REQUEST BY OWNER	100.00	100.00	-
TRAP SET-UP/RECOVERY FEE (FIVE DAYS WITH BAIT)	20.00	20.00	-
DEAD ANIMAL REMOVAL - PRIVATE PROERTY	30.00	30.00	-
NEUTERED MALE DOG - EACH	5.00	5.00	-
NEUTERED MALE CAT - EACH	5.00	5.00	-
SPAYED FEMALE DOG - EACH	5.00	5.00	-
SPAYED FEMALE CAT - EACH	5.00	5.00	-
UNALTERED PERMIT - EACH	25.00	25.00	-

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Exhibit A

Adopted by Commission on August 13, 2019
City Wide Fee Schedule - Effective October 1, 2019

FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
FIRE PROTECTION FEES			
FALSE ALARMS			
FALSE ALARMS-4TH OCCURRENCE IN 365 DAYS	100.00	-	(100.00)
FALSE ALARMS-5TH OCCURRENCE IN 365 DAYS	100.00	-	(100.00)
FALSE ALARMS-6TH & GREATER IN 365 DAYS	100.00	-	(100.00)
FALSE ALARMS-4TH & GREATER OCCURRENCE IN 365 DAYS	-	100.00	100.00
LIFT ASSIST FEE	300.00	300.00	-
GENERAL GOVERNMENT			
LIEN SEARCH	25.00	25.00	-
LABOR/HOUR - CITY EMPLOYEE	Actual cost + 35%	Actual cost + 35%	
EQUIPMENT - CITY OWNED EQUIPMENT	FEMA Rate Schedule	FEMA Rate Schedule	
MATERIAL - PURCHASED BY CITY	Actual Cost	Actual Cost	
NOTE: LIEN REDUCTIONS/MODIFICATIONS			
Pursuant to Section 70-35 the city manager or his/her designee may reduce any fine impose however, said reduction shall not be less than the costs and expenses incurred by the city. Only the city manager may reduce any fine imposed pursuant to this article less than the costs and expenses incurred by the city plus a 10% administrative fee. Only the City Commission may reduce said fees below the cost and expenses incurred by the City.			
PARKS & RECREATION			
FACILITY/FIELD RENTALS			
SICA HALL			
SICA HALL (BASE RATE INCLUDES 2 HOURS)	50.00	50.00	-
SICA HALL (PER EACH ADDITIONAL HOUR)	25.00	25.00	-
SICA HALL DEPOSIT	100.00	100.00	-
SET-UP/BREAKDOWN (PER USE)	25.00	25.00	-
CLEAN UP (NO REFUND OF DEPOSIT)			
CLUBHOUSE			
CLUB HOUSE (BASE RATE INCLUDES 2 HOURS)	20.00	20.00	-
CLUB HOUSE (EACH ADDITIONAL HOUR)	10.00	10.00	-
CLUB HOUSE DEPOSIT	50.00	50.00	-
CLEAN UP (NO REFUND OF DEPOSIT)			
CENTENNIAL PARK			
LARGE PAVILION (BASE RATE INCLUDES 3 HOURS)	24.00	24.00	-
LARGE PAVILION (EACH ADDITIONAL HOUR)	8.00	8.00	-
LARGE PAVILION DEPOSIT	50.00	50.00	-

Attachment: Exhibit A - Fee Schedule Updated per Finance and CM (2728 : Correct Scrivener Errors in Adopted Fee Schedule)

Exhibit A

Adopted by Commission on August 13, 2019
City Wide Fee Schedule - Effective October 1, 2019

FEE TYPE	FY2018-19 CURRENT	FY2019-20 PROPOSED	CHANGE
HOLLYLAND PARK			
CONCESSION STAND (PER HOUR-MIN. 2 HOURS)	50.00	50.00	-
CONCESSION STAND DEPOSIT	50.00	50.00	-
PAVILION A (BASE RATE INCLUDES 3 HOURS)	24.00	24.00	-
PAVILION A (EACH ADDITIONAL HOUR)	8.00	8.00	-
PAVILION A DEPOSIT	50.00	50.00	-
PAVILION B (BASE RATE INCLUDES 3 HOURS)	24.00	24.00	-
PAVILION B (EACH ADDITIONAL HOUR)	8.00	8.00	-
PAVILION B DEPOSIT	50.00	50.00	-
GAZEBO (BASE RATE INCLUDES 3 HOURS)	24.00	24.00	-
GAZEBO (EACH ADDITIONAL HOUR)	8.00	8.00	-
GAZEBO DEPOSIT	50.00	50.00	-
HOLLYLAND PARK – BALL FIELDS			
FIELD PERMIT:			
DEPOSIT	50.00	50.00	-
WITHOUT LIGHTS (MINIMUM 2 HOURS)	10.00	10.00	-
WITH LIGHTS (MINIMUM 2 HOURS)	15.00	15.00	-
MARKED FIELD (PER STAFF HOUR)	25.00	25.00	-
FIELD DRAGGED (PER STAFF HOUR)	25.00	25.00	-
SUNRISE PARK			
LARGE PAVILION (BASE RATE INCLUDES 3 HOURS)	24.00	24.00	-
LARGE PAVILION (EACH ADDITIONAL HOUR)	8.00	8.00	-
SMALL PAVILION (BASE RATE INCLUDES 3 HOURS)	24.00	24.00	-
SMALL PAVILION (EACH ADDITIONAL HOUR)	8.00	8.00	-
GAZEBO (BASE RATE 1 HOUR)	8.00	8.00	-
ROSS POINT PARK			
BASE RATE INCLUDES 3 HOURS	150.00	150.00	-
EACH ADDITIONAL HOUR	50.00	50.00	-
DEPOSIT	50.00	50.00	-
RIVERSIDE PARK			
BASE RATE INCLUDES 3 HOURS	150.00	150.00	-
EACH ADDITIONAL HOUR	50.00	50.00	-
DEPOSIT	50.00	50.00	-

Attachment: Exhibit A - Fee Schedule Updated per Finance and CM (2728 : Correct Scrivener Errors in Adopted Fee Schedule)



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Ordinance**

MEETING DATE: October 22, 2019
FROM: Steve Aldrich
SUBJECT: **FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending Chapter 42 (Pensions and Retirement) Article II - Police Officers, of the Code of Ordinances of the City of Holly Hill, Florida, Providing for the Holly Hill Police Officers Pension Trust Fund Board of Trustees to Possess Investment Authority in Conformance with the Standards Set Forth in Chapter 185.06 of the Florida Statutes; Providing for a Repealer, Providing for a Savings Clause, Providing for Codification, Providing for Severability, Providing for an Effective Date.**
NUMBER: 2019-O-3023
APPLICANT:
PLANNER:

DISCUSSION:

In an effort to reduce the operating cost of the Police and Fire Pension Plans, many of the services provided to both plans were combined last year to recognize an overall cost savings. As a result, combining the plans' services, the Pension Attorney in concert with the Investment Manager determined that the ordinance regulating the Investment Policy for the Police Department's specific Pension Plan needed to be updated to mirror the Investment Plan utilized by the Holly Hill Fire Department's Pension Plan.

This mirroring of the Investment Policies will allow the Investment Manager the ability to better capture additional funds in positive market trends all while better protecting the Plan's assets in a down market.

FISCAL ANALYSIS:

A Financial Impact study is currently being conducted by the Plan's Actuary.

STAFF RECOMMENDATION:

Approval of the proposed Police Pension Ordinance change regarding the investment policy for all funds within the Plan.

COMMISSION GOAL:

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 42 (PENSIONS AND RETIREMENT) ARTICLE II - POLICE OFFICERS, OF THE COE OF ORDINANCES OF THE CITY OF HOLLY HILL, FLORIDA, PROVIDING FOR THE HOLLY HILL POLICE OFFICERS PENSION TRUST FUND BOARD OF TRUSTEES TO POSSESS INVESTMENT AUTHORITY IN CONFORMANCE WITH THE STANDARDS SET FORTH IN CHAPTER 185.06 OF THE FLORIDA STATUTES; PROVIDING FOR A REPEALER, PROVIDING FOR A SAVINGS CLAUSE, PROVIDING FOR CODIFICATION, PROVIDING FOR SEVERABILITY, PROVIDING FOR AN EFFECTIVE DATE.

ATTACHMENTS:

- Holly Hill Police, Letter of No Actuarial Impact - Sept. 30, 2019 (PDF)

Ordinance No. 2019-3023

FIRST READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 42 (PENSIONS AND RETIREMENT) ARTICLE II - POLICE OFFICERS, OF THE CODE OF ORDINANCES OF THE CITY OF HOLLY HILL, FLORIDA, PROVIDING FOR THE HOLLY HILL POLICE OFFICERS PENSION TRUST FUND BOARD OF TRUSTEES TO POSSESS INVESTMENT AUTHORITY IN CONFORMANCE WITH THE STANDARDS SET FORTH IN CHAPTER 185.06 OF THE FLORIDA STATUTES; PROVIDING FOR A REPEALER, PROVIDING FOR A SAVINGS CLAUSE, PROVIDING FOR CODIFICATION, PROVIDING FOR SEVERABILITY, PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 42 (PENSIONS AND RETIREMENT) ARTICLE II - POLICE OFFICERS, OF THE CODE OF ORDINANCES OF THE CITY OF HOLLY HILL, FLORIDA, PROVIDING FOR THE HOLLY HILL POLICE OFFICERS PENSION TRUST FUND BOARD OF TRUSTEES TO POSSESS INVESTMENT AUTHORITY IN CONFORMANCE WITH THE STANDARDS SET FORTH IN CHAPTER 185.06 OF THE FLORIDA STATUTES; PROVIDING FOR A REPEALER, PROVIDING FOR A SAVINGS CLAUSE, PROVIDING FOR CODIFICATION, PROVIDING FOR SEVERABILITY, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Trustees of the Holly Hill Police Officers Pension Trust Fund has a fiduciary duty to prudently invest Fund assets; and

WHEREAS, the Board of Trustees employs a consultant to advise on investment policy, including proper asset allocation; and

WHEREAS, the Board of Trustees' goal for return on investments of the Police Officers Pension Trust Fund is to obtain at least a 7.4% investment return each year; and

WHEREAS, the Board of Trustees' investment consultant has recommended that ability to reach or exceed that goal would be enhanced by adopting the investment standards set forth under Chapter 185.06 of the Florida Statutes, without variance; and

WHEREAS, an Ordinance amendment is necessary in order to follow the advice of the Fund's investment consultant; and

WHEREAS, the City Commission has received, reviewed and considered an actuarial impact statement describing the actual impact of the amendments provided for herein; now, therefore.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That Section 42-31(2) of the Code of Ordinances of the City of Holly Hill, Florida is hereby amended as follows:

Sec. 42-31. Pension Benefits.

* * *

(2) The board of trustees may invest and reinvest the assets of the Police Officers' Retirement Trust Fund, City of Holly Hill, in accordance with the provisions of F.S. § 185.06. All monies paid into or held in the fund shall be invested and reinvested by the board and the investment of all or any part of such funds shall be limited to: , which are hereby varied only in the following respects:

a. ~~The aggregate of the trust fund's investment in equities (common stocks or equivalents) at market shall not exceed 67.5 percent of the fund's assets, with a target range of 62.5 to 67.5 percent;~~

b. ~~The aggregate of the trust fund's investments in negotiable fixed income securities, including securities issued by the United States government, agencies of the United States government, or bonds, or preferred stocks issued by domestic corporations having an initial rating of A or higher, at~~

~~market, shall be at least 32.5 percent of the fund's assets, with a target range of 32.5 to 37.5 percent;~~

~~c. Short-term money market funds or instruments may be included within the above categories of investments, provided that if commercial paper is used, it must be rated at least A-2 or P-2;~~

~~d. International investment of any kind, equities or fixed securities, shall not exceed 25 percent of the fund's assets; and~~

a. Annuity and life insurance contracts with life insurance companies in amounts sufficient to provide, in whole or in part, the benefits to which all of the members in the fund shall be entitled under the provisions of this system and pay the initial and subsequent premium thereon;

b. Time or savings accounts of a national bank, a state bank insured by the bank insurance fund or a savings/building and loan association insured by the savings association insurance fund which is administered by the Federal Deposit Insurance Corporation or a state or federal chartered credit union whose share accounts are insured by the National Credit Union Share Insurance Fund;

c. Obligations of the United States or obligations guaranteed as to principal and interest by the government of the United States or by an agency of the government of the United States;

d. Bonds issued by the State of Israel;

e. Stocks, commingled funds, mutual funds or other investment vehicles approved by the board and bonds or other evidences of indebtedness, provided that:

- (i) Except as provided in subsection (ii) below, all individually held securities and all securities in a commingled or mutual fund or other investment vehicles approved by the board, must be issued or guaranteed by a corporation organized under the laws of the United States, any state or organized territory of the United States, or the District of Columbia.
- (ii) Up to 25 percent of the assets of the fund at market value may be invested in foreign securities.
- (iii) The board shall not invest more than five percent of its assets in the common stock, capital stock, or convertible securities of any one issuing company, nor shall the aggregate investment in any one issuing company exceed five percent of the outstanding capital stock of that company; nor shall the aggregate of its investments in common stock, capital stock and convertible securities at market exceed 70 percent of the assets of the fund;
- f. Real estate directly or through an investment vehicle approved by the board or real estate investment trusts (REITS) that trade on a major exchange, provided the board shall not invest more than 15 percent at market of the assets of the fund in REITS; and
- g e. Master limited partnerships (MLP) that trade on a major exchange, up to an amount of 15 percent of the assets of the fund at market value with a target range of 10 to 15 percentage. No more than ten percent at market value of an investment manager's MLP portfolio may be invested in a single issuer unless the issuer makes up more than ten percent of the Alerian MLP

Index, in which case, up to the Index weighting may be held.

SECTION 2. That all sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, all charter sections or parts of sections, and all resolutions or parts of resolutions in conflict herewith, are hereby repealed to the extent of such conflict.

SECTION 3. If any word, phrase, clause, subsection or section of this ordinance be for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this ordinance.

SECTION 4. That codification of this Ordinance in the City Code of Ordinances is hereby authorized and directed.

SECTION 5. That this Ordinance shall become effective immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 22nd day of OCTOBER, 2019
for first reading.**



September 30, 2019

VIA EMAIL

Board of Trustees
City of Holly Hill
Police Officers' Pension Board
1065 Ridgewood Avenue
Holly Hill, FL 32117

Re: City of Holly Hill
Police Officers' Retirement Trust Fund

Dear Board:

We have reviewed the proposed Ordinance amending the Plan to provide the trustees to possess investment authority in conformance with the standards set forth in Section 185.06, Florida Statutes. It is our opinion that adoption of the proposed Ordinance will have no impact on the assumptions used in determining the funding requirements of the program.

Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

Mr. Steve Bardin
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
P.O. Box 3010
Tallahassee, FL 32315-3010

If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patrick T. Donlan'.

Patrick T. Donlan, ASA, EA, MAAA



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

CITY MANAGER COMMENTS (ID # 2716)

8.A.a

Meeting: 10/22/19 07:00 PM

Department: City Clerk

Category: City Manager Comments

Prepared By: Valerie Manning

Initiator: Valerie Manning

Sponsors:

DOC ID: 2716

UPS Temporary Package Storage Facility Agreement 2019

This agreement is for temporary holiday storage units from UPS that will use the Holly Hill Fire Department parking lot between October 30, 2019 and January 2020.

This agreement is the same as previous years and will expire at the end of January 2020.

Delivery of

parcels are allowed daily between the hours of 7:00 AM and 7:00 PM. Delivery carts must be inspected by the HHPD prior to being placed into service.

UPS agrees to pay the City of Holly Hill a fee of \$150.00 per site, per month for a total payment of **\$600** payable by January 30, 2020.



CITY OF HOLLY HILL
 The City with a Heart
 1065 Ridgewood Avenue ♥ Holly Hill, Florida 32117
 www.hollyhillfl.org

**Building,
Zoning,
Licensing &
Inspections**

386-248-9442
 Fax 386-248-9498

**City
Clerk**

386-248-9441
 Fax 386-248-9448

**City
Manager**

386-248-9425
 Fax 386-248-9448

**Economic
Development**

386-248-9444
 Fax 386-248-9446

Finance

386-248-9427
 Fax 386-248-9497

**Human
Resources**

386-248-9440
 Fax 386-248-9448

**Information
Technology**

386-248-9459
 Fax 386-248-9448

**Public
Works**

386-248-9463
 Fax 386-248-9499

**Utility
Billing**

386-248-9432
 Fax 386-248-9458

**Mayor & City
Commission**

386-248-9441
 Fax 386-248-9448

October 8, 2019

Chris Goodwin, Lead Supervisor
 United Parcel Service, Inc.
 Daytona Beach Center
 425 Fentress Blvd.
 Daytona Beach, FL 32114

Re: UPS Temporary Package Storage Facility Agreement 2019

Dear Mr. Goodwin,

The City of Holly Hill has approved the temporary placement of two (2) storage units for use in the delivery of packages during the holiday season. The storage units are to be placed at the Holly Hill Fire Department located on the corner of Daytona Avenue and 10th Street. Your contact person for arranging the use of this site is Fire Chief Jim Bland (386) 248-9473. The site is authorized for your use until the **end of January 2020**.

The terms and conditions for the use of the site are listed below. Please sign and return this agreement as evidence of these terms.

- 1) Purpose and Intent: The City agrees to provide reasonable access to the site sufficient to allow UPS to conduct its intended operations. Temporary package storage units, not to exceed 250 square feet (10' x 25') in size at the above mentioned locations between October 30, 2019 and January 2020. Delivery of parcels is allowed daily between the hours of 7:00 a.m. and 7:00 p.m. This activity is temporary in nature and will not adversely impact the surrounding area and land uses, and will be terminated and removed immediately upon expiration of the temporary package storage facility agreement.
- 2) Indemnification: UPS, by accepting the Temporary Package Storage Facility Agreement, shall at its own cost and expense, hold harmless, defend and indemnify its officials, boards, agents and employees from any and all claims, demands, actions and causes of action, losses, damages,

UPS Temporary Package Storage Facility Agreement 2019

1 of 4

liabilities, costs, expenses, and court costs, including, without limitation, interest, penalties, and attorneys' fees which may accrue by reason of applicant's acts or omissions of negligence, gross negligence or intentional torts, or misconduct of applicant, its officers, directors, agents, employees or contractors arising out of or in connection with the agreement issued.

- 3) Description: The City understands the activities to be undertaken by UPS will include the storage of golf carts and trailers at the location and the storage of packages awaiting delivery. Actual delivery of packages will be done from the site but no customers will come to the site to receive or ship packages. This activity is characterized by its short-term or seasonal nature and by the fact that permanent improvements are not made to the site. This temporary activity involves the placement of a temporary package storage facility in close proximity to residential properties. The temporary package storage facilities shall be constructed and placed in accordance with acceptable commercial standards. Parcels will be placed in the temporary package storage facility daily and delivered to specific properties within the residential zoned areas, Monday through Saturday of each week. This temporary activity shall involve no activities other than the temporary storage of parcels and consequent delivery to specific destinations.

4) Temporary Activities:

- A. No structure of a permanent nature shall be constructed.
- B. Removal of all temporary structures shall be guaranteed in writing and such structures shall be subsequently removed.
- C. No structure shall be located in a public right-of-way.
- D. Adequate stabilized area with a minimum of thirteen feet six inch (13' 6") unobstructed height shall be provided for trailer off-loading of packages. This area shall not block handicapped accessible areas.
- E. Removal of all signs, trash, or debris from the site and the immediate vicinity, upon termination of the activity shall be guaranteed in writing, and subsequently accomplished.
- F. A separate temporary package storage authorization shall be required for each lot or parcel to be used as a temporary storage facility.
- G. No more than one (1) such temporary package storage unit authorization shall be issued for the same lot or parcel during a single calendar year.
- H. **UPS will register the golf carts with the City of Holly Hill Police Department in compliance with the City codes allowing golf carts to drive on City streets and comply with all applicable traffic regulations and shall occur in accordance with the provisions in F. S. 316.2126, paragraphs 3(b) and 3(c).**

- I. Delivery vehicles shall not travel on sidewalks or on private property other than that of a delivery recipient or on the tract or parcel of land for which a Temporary Package Storage Permit has been issued in accordance with this section.
 - J. All delivery vehicles must meet the requirements of Chapter 316, Florida Statutes and must be equipped with head lamps, stop lamps, turn signal lamps, tail lamps, seat belts, rearview mirrors, and horns.
 - K. The rear of all trailers must be equipped with lights or reflectors.
 - L. During delivery, all packages must be properly secured in an enclosed lockable trailer so that they may not be accessed by the public or fall off and create a safety hazard.
 - M. All handcarts must be securely attached to the delivery vehicles.
 - N. The temporary storage facility shall be subject to the minimum setbacks of the zoning district in which it is located.
 - O. The temporary storage facility shall not exceed twenty (20) feet in length and shall be securely placed on the ground and anchored as required by the Building Department.
 - P. To guard against theft, the temporary package storage facility shall remain locked at all times when not in use.
 - Q. Fuel shall not be stored in or near the temporary package storage facility.
- 5) Enforcement: Violations of the provisions of this section and/or the temporary package storage authorization may result in immediate revocation of the agreement. Revocations may be appealed to the City Commission. Additionally, each violation may be enforced through all other applicable enforcement mechanisms available to the City including, but not limited to, the issuance of a citation.
- 6) UPS agrees to pay the City of Holly Hill a fee of \$150.00 per site, per month for a total payment of \$600.00 payable by January 30, 2020.

- 7) UPS will provide the City of Holly Hill with evidence of liability insurance coverage for the storage units in the amount of \$1,000,000.00 with the City of Holly Hill named as an additional insured.

For the City of Holly Hill:

Joseph A. Forte, City Manager

Date

For United Parcel Service, Inc.:

Chris Goodwin (Lead Supervisor)

Date

ALBERT APUZZO

10/8/19

Hold Harmless Agreement Regarding Temporary Use

This Temporary Use Agreement (the "Agreement") is made this [1st day of October 2019] by and between United Parcel Services, Inc., an Ohio corporation ("UPS") and [City of Holly Hill] owned by [Joseph Forte] (collectively, the "Owner").

RECITALS

1. UPS desires to place parcels in a garage or room owned or leased by the Owner.

2. The Owner has agreed to the placement of parcels commencing on or after October 30, 2019 and terminating on January 31, 2020.

NOW, THEREFORE in consideration of [] and other good and valuable consideration the receipt and sufficiency which is hereby acknowledged, the Owner and UPS agree as follows:

1. Owner hereby consents to the use of Owner's (circle one) garage or room located at 1020 Daytona Avenue (the "Location") by UPS to store parcels to facilitate the delivery of parcels and to store [2] Golf Car(s) Storage Facility during a period of time commencing on October 30, 2019 and terminating on January 31, 2020. All storage will occur inside the Location. UPS agrees that no activities other than the temporary storage of parcels and consequent delivery to specific destinations may take place at the Location.

2. Indemnity. UPS shall indemnify, defend and hold the Owner harmless from and against any claims, actions, judgments, losses, damages, costs, expenses and liabilities assessed against or incurred by the Owner arising out of the use by UPS of the Location for placing parcels and delivery of parcels from the Location, except those losses or damages resulting from negligent or wrongful acts of Owner or Owner's agents, employees or servants. Such indemnity shall include any alleged zoning violation or code enforcement action asserted by the applicable county or municipality having jurisdiction over zoning for the Location, including all fines and penalties incurred by the Owner. UPS shall defend by counsel selected by UPS.

3. Governing Laws; Jurisdiction. The indemnity and obligations arising hereunder shall be governed by, construed, applied and enforced in accordance with the laws of the State of Florida. Any legal suit, action or proceeding arising out of relating to this Agreement may be instituted in any federal or state court in the county where the property is located.

TO: UPS

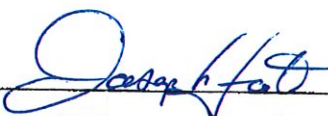
FROM: City of Holly Hill

RE: PEAK STORAGE

DATE: OCTOBER 2018

To Whom It May Concern:

I, Joseph Forte give UPS permission to place a golf cart at my location at 1020 Dayton Ave for the months of October 2018 through January 2019. UPS will compensate City of Holly Hill for the use of this space in the amount of \$ 600 for the duration of the storage period.

PHONE NUMBER: (386) 248-9425EMAIL ADDRESS: jforte@hollyhillfl.orgSIGNATURE: PRINTED NAME: Joseph Forte

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. City of Holly Hill	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☒ Other (see instructions) ▶ City Government	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>3</u> Exemption from FATCA reporting code (if any) <u>C</u> <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 1065 Ridgewood Ave.	Requester's name and address (optional)
6 City, state, and ZIP code Holly Hill, FL 32117	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
5	9		6	0	0	0	3	3	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Stella Lederer</i>	Date ▶ <i>10/8/2019</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/19/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Liberty Mutual Insurance Co. Nat'l Ins Northeast 2000 Westwood Dr. Wausau, WI 54401 www.LibertyMutual.com		CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: CMeCertProduction@LibertyMutual.com FAX (A/C, No.):	
INSURED UNITED PARCEL SERVICE, INC. 55 GLENLAKE PARKWAY, NE ATLANTA GA 30328		INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Fire Insurance Company INSURER B: LM Insurance Corporation INSURER C: Liberty Insurance Corporation INSURER D: INSURER E: INSURER F:	
		NAIC # 23035 33600 42404	

COVERAGES

CERTIFICATE NUMBER: 46671189

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	☒	TB2-C21-004175-289	1/1/2019	1/1/2020	EACH OCCURRENCE \$1,000,000
A	☐ CLAIMS-MADE ☒ OCCUR		TB2-C21-092036-149	1/1/2019	1/1/2020	DAMAGE TO RENTED PREMISES (Ea occurrence) \$
B			TB5-C21-092036-869	1/1/2019	1/1/2020	MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$1,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC					GENERAL AGGREGATE \$1,000,000
	OTHER:					PRODUCTS - COMP/OP AGG \$1,000,000
A	☐ AUTOMOBILE LIABILITY		AS2-C21-004175-339	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
A	☒ ANY AUTO		AS2-C21-092036-219	1/1/2019	1/1/2020	BODILY INJURY (Per person) \$
A	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS		AS2-C21-092036-919	1/1/2019	1/1/2020	BODILY INJURY (Per accident) \$
B	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		AS5-C21-004335-269	1/1/2019	1/1/2020	PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE					AGGREGATE \$
	DED ☐ RETENTION \$ ☐					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y/N	WC5-C25-004335-979	1/1/2019	1/1/2020	☒ PER STATUTE ☐ OTH-ER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐	WA5-C2D-092036-249	1/1/2019	1/1/2020	E.L. EACH ACCIDENT \$1,000,000
B			WA5-C2D-092036-119	1/1/2019	1/1/2020	E.L. DISEASE - EA EMPLOYEE \$1,000,000
C	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WA7-C2D-004335-059	1/1/2019	1/1/2020	E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is additional insured with regards to general liability as their interest may appear where required by written contract. The insurance afforded by the GL policy for the benefit of the additional insured shall be primary and non-contributory.

CERTIFICATE HOLDER

CANCELLATION

UPS Operations/Pod and Golf cart for Peak City of Holly Hill 1065 Ridgewood Avenue Holly Hill FL 32117-2898	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Karyn Lessard
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AGENCY CUSTOMER ID: LM_116

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Liberty Mutual Insurance Co. Nat'l Ins Northeast		NAMED INSURED UNITED PARCEL SERVICE, INC. 55 GLENLAKE PARKWAY, NE ATLANTA GA 30328	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: City of Holly Hill

ADDRESS: 1065 Ridgewood Avenue Holly Hill FL 32117-2898

If changes/revisions to this certificate are necessary, you may email your request to CMcCertProduction@libertymutual.com.

If you no longer require this certificate and do not need on an annual basis, please email the certificate to our office and instruct us to delete from our database.

Attachment: Certificate of Liability for UPS Holiday Storage Facility Use (2716 : UPS Temporary Package Storage Facility Agreement 2019)