

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • DECEMBER 8, 2020

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 by City Commissioner Penny Currie
- c. Pledge of Allegiance

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

- 1. Minutes - August 11, 2020, Regular City Commission Meeting, September 22, 2020, Regular City Commission and Second Public Hearing on Budget Meeting and November 10, 2020, Regular City Commission, CRA and Installation of Elected Officials Meeting; and the November 17, 2020 Workshop Session.

(Requested by Valerie Manning, City Clerk)

4. CONSENT AGENDA - ITEMS (1 - 6)

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 -2020-R-68 A Resolution of the City Commission of the City of Holly Hill, Florida, Appointing Two Members to the Firefighters Pension Fund Board of Trustees; Setting Forth the Term and Expiration Date for Said Members; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

- 2. Resolution -2020-R-69 A Resolution of the City of Holly Hill, Florida, Appointing Two Members to the Police Pension Board of Trustees; Setting Forth the Term and Expiration Dates for Said Members; and Providing an Effective Date.

(Requested by Valerie Manning, City Clerk)

- 3. Resolution -2020-R-70 A Resolution of the City of Holly Hill, Florida, Appointing Members to the Board of Planning and Appeals and Setting Forth Term and Expiration Date for Said Members; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

- 4. Resolution -2020-R-71 A Resolution of the City of Holly Hill, Florida, Adopted Pursuant to Section 30-71 of the Code of Ordinances to Approve the Contract and Authorize the City Manager to Execute Department of Corrections Contract Number W1191, and Addendum "A" to the Contract Allowing Florida Department of Corrections to Provide an Inmate Labor Work Squad(S) for the Three Year Contract Period Ending to April 8, 2024 Without Complying with the Formal Purchasing Procedure; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)

5. Resolution -2020-R-72 A Resolution of the City of Holly Hill, Florida, Adopted Pursuant to Section 30-71 of the Code of Ordinances to Approve the Contract and Authorize the City Manager to Execute Florida Power and Light for the Period of Seven Years with Three, One (1) Year Renewals, Without Complying with the Formal Purchasing Procedure; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.

(Requested by Joseph Forte, City Manager)

6. FDOT Grant - 2021 Speed / Aggressive Driving Enforcement Program Project Number : SC-2021-00021 FDOT Contract Number : G1S35

(Requested by Steve Aldrich, Police)

5. **REGULAR AGENDA**

1. Resolution -2020-R-73 A Resolution of the City Commission of the City of Holly Hill, Florida, Establishing the Start Time for City Commission Meetings to be Set at 6:00 PM Beginning January 2021, and Providing for Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

2. Resolution -2020-R-74 A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2020-2021 Annual Operating Budget, Appropriating Open Encumbrances and Project Carry Over Funds from the Fiscal Year 2019-2020 to the Fiscal Year 2020-2021 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.

(Requested by Stella Gurnee, Finance)

3. Resolution -2020-R-75 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 17B Rehabilitation (21WW02) Not to Exceed \$49,671.00; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

4. Resolution -2020-R-76 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 5 Rehabilitation (21WW03) Not to Exceed \$49,671.00; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

5. Towing Service Contract RFP 2020-PD-02- Towing Services

(Requested by Steve Aldrich, Police)

6. Employee Benefit Programs Agent of Record Request for Qualifications (RFQ) 2021-HR-01 Award Recommendation

(Requested by Stella Gurnee, Finance)

6. 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.

7. COMMUNICATIONS

- A. City Manager & Staff Comments
- B. City Attorney Comments
- C. City Commission Comments
- D. Mayor's Comments

8. 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.



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

**City Commission
Agenda Item**

3.1

MEETING DATE: December 8, 2020
FROM: Valerie Manning
SUBJECT: Minutes - August 11, 2020, Regular City Commission Meeting, September 22, 2020, Regular City Commission and Second Public Hearing on Budget Meeting and November 10, 2020, Regular City Commission, CRA and Installation of Elected Officials Meeting; and the November 17, 2020 Workshop Session.
NUMBER: (ID # 3118)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from August 11, 2020, Regular City Commission meeting

Minutes from September 22, 2020, Regular City Commission, Second Public Hearing on Budget meeting

Minutes from November 10, 2020, Regular City Commission, CRA, and Installation of Elected Officials meeting

Minutes from November 17, 2020, Workshop session.

MOTION:

Approve minutes as submitted by staff.

- Minutes - September 22, 2020 - Reg. CC & Second PH Budget meeting (PDF)
- Minutes - August 11, 2020 - Regular City Commission meeting (PDF)
- Minutes - November 10, 2020 Reg CC and Installation of Elected Officials meeting (PDF)
- Minutes - November 17, 2020 - Workshop on Various Items (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • SEPTEMBER 22, 2020

City Commission Chamber Second Public Hearing Budget & Millage Rate Mtg

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 by Mayor Chris Via Mayor Via led the invocation.

c. Pledge of Allegiance Mayor Via led the Pledge of Allegiance to the flag.

2. PUBLIC HEARINGS - BUDGET & MILLAGE RATE - SECOND AND FINAL READINGS

1. -2020-R-46 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 2020-2021; and Providing for Severability; and Providing for an Effective Date.

(Requested by Stella Gurnee, Finance)

Attorney Simpson read the Resolution in its entirety for the record:

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 2020-2021; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill of Volusia County, Florida, on September 9, 2020, adopted a Fiscal year 2020-2021 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 22, 2020, adopted a Fiscal year 2020-2021 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 \$707,177,324.

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

SECTION 1. The FY 2020-2021 final operating millage is 6.25 mills, which is greater than the rolled-back rate of 5.9014 mills by 5.91%.

SECTION 2. The Final Public Hearing was held on September 22, 2020 at 7:00pm.

Mayor Via opened public participation. No one spoke.

RESULT:	ADOPTED [4 TO 1]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Penny, Currie, Danio, Johnson
NAYS:	Via

RESOLUTION

2020-R-46

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 2020-2021; 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 2020-2021; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill of Volusia County, Florida, on September 9, 2020, adopted a Fiscal year 2020-2021 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 22, 2020, adopted a Fiscal year 2020-2021 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 \$707,177,324.

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

SECTION 1. The FY 2020-2021 final operating millage is 6.25 mills, which is greater than the rolled-back rate of 5.9014 mills by 5.91%.

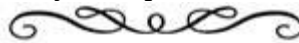
SECTION 2. The Final Public Hearing was held on September 22, 2020 at 7:00pm.

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 its adoption.

APPROVED AND AUTHENTICATED on this 22nd day of SEPTEMBER, 2020.

Enacted and approved this 22nd day of September, 2020, in Holly Hill



2. -2020-R-47 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 2020 - 2021; 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

2020-R-47

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 2020 - 2021; 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 2020 - 2021; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill of Volusia County, Florida, on September 9, 2020, 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 22, 2020, 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 2020-2021.

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

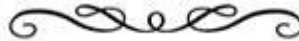
SECTION 1. That the City Commission of the City of Holly Hill, Florida pursuant to the Charter of the City of Holly Hill and Chapter 166, Florida Statutes, does hereby adopt the Final General, Enterprise and all other related Fund Budgets, which are attached hereto and incorporated herein as Exhibit "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 22nd day of SEPTEMBER, 2020.

Enacted and approved this 22nd day of September, 2020, in Holly Hill



3. PRESENTATION - HONORING MICHAEL COOMANS RETIREMENT FROM HHPD

1.

Proclamation Honoring Michael Coomans Retirement from HHPD
(Requested by Valerie Manning, City Clerk)

RESULT: NO VOTE NEEDED



4. PUBLIC COMMENTS

The following individual spoke to the Mayor and City Commissioners: Jim Legary, Holly Hill.

5. APPROVAL OF MINUTES - NONE**6. CONSENT AGENDA - ITEMS (1 - 10)**

Mayor Via asked if any member of the Commission would like to pull any item on the Consent Agenda for further discussion. Mayor Via asked if there was any member from the audience who wishes to speak to any item on the Consent Agenda. Heidi Heller stated she would like to speak to item number 9 there was no one else.

Commissioner Penny mentioned he would like to pull item number 8 and Mayor Via mentioned he would like to pull item number 9.

Commissioner Penny referencing item number 8, suggested that moving forward that if an RFP goes out, to ask staff to contact the current vendor either by email or letter to give them an opportunity to place a bid. Moving forward a policy will be put in place for that to take place.

Mayor Via opened public participation for Consent Agenda item number 8. No one spoke.

Mayor Via referencing item number 9, asked if staff could create a column for future surplus items so that the Commission is aware as to why that particular item is being surplus. Moving forward, that will be presented for any list of surplus items; there was an error in the agenda packet pertaining to figures and those will be set back to zero.

Mayor Via opened public participation for Consent Agenda item number 9.

Heidi Heller, Holly Hill spoke to the Mayor and Commissioners.

Mayor Via closed public participation.

1. -2020-R-48 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Sole Source Purchase of a Body Worn Camera System Including a Cloud Based Evidence.Com Data Storage System for the Police Department, from Axon Enterprise Inc., and Authorizing the City Manager to Execute Any Necessary Purchasing Agreements; Providing for Severability; and Providing an Effective Date.

(Requested by Steve Aldrich, Police)

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

RESOLUTION**2020-R-48**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SOLE SOURCE PURCHASE OF A BODY WORN CAMERA SYSTEM INCLUDING A CLOUD BASED EVIDENCE.COM DATA STORAGE SYSTEM FOR THE POLICE DEPARTMENT, FROM AXON ENTERPRISE INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY PURCHASING AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SOLE SOURCE PURCHASE OF A BODY WORN CAMERA SYSTEM INCLUDING A CLOUD BASED EVIDENCE.COM DATA STORAGE SYSTEM FOR THE POLICE DEPARTMENT, FROM AXON ENTERPRISE INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY PURCHASING AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill Police Department has identified a need for a comprehensive Body Worn Camera System with cloud-based data storage; and

WHEREAS, AXON Enterprise Inc., manufactures and offers a comprehensive complete Body Worm Camera System including a cloud-based data storage system; and

WHEREAS, this is a capital project identified in the FY 20-21 budget cycle; and

WHEREAS, this is a five-year contract contingent upon yearly appropriation of funds (\$16,902.00 years 2-5), for a total of \$108,652.70 over the entire contract; and

WHEREAS, the requested amount for initial authorization is \$41,044.70.

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

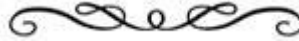
SECTION 1. That the City Commission of the City of Holly Hill approve the sole source purchase of a comprehensive Body Worn Camera system, including cloud-based data storage, from AXON Enterprise, Inc.

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 of part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon the beginning of the FY 20-21 budget cycle.

APPROVED AND AUTHENTICATED on this 22nd day of SEPTEMBER, 2020.

Enacted and approved this 22nd day of September, 2020, in Holly Hill



2. -2020-R-49 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Easement Agreement for 1065 Ridgewood Avenue and Authorizing the City Manager to Sign Said Easement Agreement to Florida Power and Light; 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:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION

2020-R-49

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE EASEMENT AGREEMENT FOR 1065 RIDGEWOOD AVENUE AND AUTHORIZING THE CITY MANAGER TO SIGN SAID EASEMENT AGREEMENT TO FLORIDA POWER AND LIGHT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE EASEMENT AGREEMENT FOR 1065 RIDGEWOOD AVENUE AND AUTHORIZING THE CITY MANAGER TO SIGN SAID EASEMENT AGREEMENT TO FLORIDA POWER AND LIGHT; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, TECO Energy will require an easement at 1065 Ridgewood Avenue to construct and maintain a gas service line; and

WHEREAS, this easement will be for the new generator to be installed at City Hall.

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

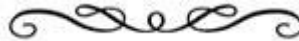
SECTION 1. That the City Commission of the City of Holly Hill approve the easement for TECO Energy to construct and maintain a gas service line for the new generator to be installed at City Hall.

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 September, 2020.

Enacted and approved this 22nd day of September, 2020, in Holly Hill



3. -2020-R-50 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Sole Source Purchase of a Drive Shaft for Softener #2 at the Water Treatment Plant from Westech Engineering, Inc., and Authorizing the City Manager to Execute Any Necessary Price Agreements; 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:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION

2020-R-50

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING SOLE SOURCE PURCHASE OF A DRIVE SHAFT FOR SOFTENER #2 AT THE WATER TREATMENT PLANT FROM WESTECH ENGINEERING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING SOLE SOURCE PURCHASE OF A DRIVE SHAFT FOR SOFTENER #2 AT THE WATER TREATMENT PLANT FROM WESTECH ENGINEERING, INC., AND

**AUTHORIZING THE CITY MANAGER TO EXECUTE
ANY NECESSARY PRICE AGREEMENTS; AND
PROVIDING FOR SEVERABILITY; AND PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, the City has a drive shaft unit for softener #2 at the Water Treatment Plant that needs replacing; and

WHEREAS, this drive shaft unit is manufactured by WesTech Engineering, Inc., who is a sole source provider; and

WHEREAS, there is budget available in the Capital Project; and

WHEREAS, the requested amount for this authorization is \$113,067.00.

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

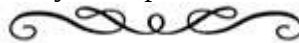
SECTION 1. That the City Commission of the City of Holly Hill approve the sole source purchase of a drive shaft unit for softener #2 at the Water Treatment Plant from WesTech Engineering, Inc.

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 SEPTEMBER,
2020.**

Enacted and approved this 22nd day of September, 2020, in Holly Hill



4. -2020-R-51 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Modify the Agreement with Mead and Hunt, Inc., to Provide Professional Services for the Birmingham Avenue Water Main Replacement to a Not to Exceed Amount of \$16,703.00; 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:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION**2020-R-51**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO MODIFY THE AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE BIRMINGHAM AVENUE WATER MAIN REPLACEMENT TO A NOT TO EXCEED AMOUNT OF \$16,703.00; 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 MODIFY THE AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE BIRMINGHAM AVENUE WATER MAIN REPLACEMENT TO A NOT TO EXCEED AMOUNT OF \$16,703.00; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has issued a purchase order for the Birmingham Avenue water main replacement that excluded bidding services and analysis of the bids received; and

WHEREAS, the City staff were able to patch the leaky pipe eliminating the need for an emergency repair which will allow for the plans to be advertised for open bids; and

WHEREAS, the Change Order will authorize Mead and Hunt to complete bidding services and the analysis of the bids received and make final recommendations on the award; and

WHEREAS, these additional services will require a Change Order to be issued to Mead and Hunt to complete bidding services in the amount of \$5,684.00.

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 approve a Change Order to be issued to Mead and Hunt to complete bidding services in the amount of \$5,684.00 for a total purchase order amount not to exceed \$16,703.00.

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 SEPTEMBER, 2020.

Enacted and approved this 22nd day of September, 2020, in Holly Hill



5.

Uncollectible Utility Account Adjustments

(Requested by Stella Gurnee, Finance)

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

Enacted and approved this 22nd day of September, 2020, in Holly Hill



6.

Police Department - Thomson Reuters (CLEAR) Contact 2020-2023

(Requested by Steve Aldrich, Police)

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

Enacted and approved this 22nd day of September, 2020, in Holly Hill



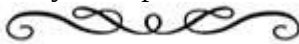
7.

Harris System Maintenance Agreements FY2020-2021

(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 22nd day of September, 2020, in Holly Hill



8.

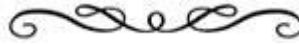
Towing Service Contract RFP 2020-PD-01- Towing Services

(Requested by Steve Aldrich, Police)

Mayor Via opened public participation. No one spoke.

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

Enacted and approved this 22nd day of September, 2020, in Holly Hill



9.

Authorizing the City Manager to Dispose of the Attached List of Surplus Equipment

(Requested by Antoine Khoury, Public Works)

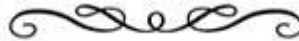
Mayor Via opened public participation.

Heidi Heller, Holly Hill, spoke to the Mayor and Commissioners.

Mayor Via closed public participation.

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

Enacted and approved this 22nd day of September, 2020, in Holly Hill



10.

Halifax Humane Society 2020-2021 Renewal Contract

(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 22nd day of September, 2020, in Holly Hill



7. REGULAR AGENDA

1. -2020-O-3031 Ordinance

SECOND READING - an Ordinance Amending Section 10-1, Definitions, and Adding Section 10-51, Cruelty, of Chapter 10, Animals, Article II., Care and Control, of the Code of Ordinances of the City of Holly Hill by Prohibiting the Tethering of Animals; Providing Exceptions and Conditions for the Humane Tethering of Animals; Providing for Enforcement; Providing Penalties for Violators; Repealing All Inconsistent Ordinances or Parts Thereof; and Setting for an Effective Date.

(Requested by Valerie Manning, City Clerk)

Mayor Via mentioned that Councilwoman Lois Paritsky from the Town of Ponce Inlet and Debbie Darino, a local animal abuse fighting activist who lobbied Florida lawmakers to pass the “Ponce’s Law” which now makes it easier for prosecutors to punish anyone who maliciously kills an animal and asked if they would both like to come forward to say something. Ms. Paritsky and Ms. Darino came forward and thanked the Mayor and Commissioners for adopting the Ordinance on first reading and appreciated their support as many other cities have done the same.

Mayor Via opened public participation. No one spoke.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS] Next: 10/13/2020 7:00 PM
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

ORDINANCE 2020-O-3031

SECOND READING - AN ORDINANCE AMENDING SECTION 10-1, DEFINITIONS, AND ADDING SECTION 10-51, CRUELTY, OF CHAPTER 10, ANIMALS, ARTICLE II., CARE AND CONTROL, OF THE CODE OF ORDINANCES OF THE CITY OF HOLLY HILL BY PROHIBITING THE TETHERING OF ANIMALS; PROVIDING EXCEPTIONS AND CONDITIONS FOR THE HUMANE TETHERING OF ANIMALS; PROVIDING FOR ENFORCEMENT; PROVIDING PENALTIES FOR VIOLATORS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FOR AN EFFECTIVE DATE.

AN ORDINANCE AMENDING SECTION 10-1, DEFINITIONS, AND ADDING SECTION 10-51, CRUELTY, OF CHAPTER 10, ANIMALS, ARTICLE II., CARE AND CONTROL, OF THE CODE OF ORDINANCES OF THE CITY OF HOLLY HILL BY PROHIBITING THE TETHERING OF ANIMALS; PROVIDING EXCEPTIONS AND CONDITIONS FOR THE HUMANE TETHERING OF ANIMALS; PROVIDING FOR ENFORCEMENT; PROVIDING PENALTIES FOR VIOLATORS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF;

AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill desires to protect animals from abuse and neglect; and

WHEREAS, the improper and unsafe tethering of animals is a form of abuse or neglect; and

WHEREAS, the improper and unsafe tethering of animals may place them in harm's way, including the risk of injury or death; and

WHEREAS, tethered animals that are left unattended without supervision may show increased aggressiveness; and

WHEREAS, the City Commission of the City of Holly Hill hereby finds that it will serve the best interests of the general health, safety and welfare of the community to adopt regulations that will prevent abuse and neglect of animals by prohibiting the tethering of animals except as otherwise allowed under certain conditions.

WHEREAS, words which are underlined (underlined) are additions to the text and words with strike through (~~strike through~~) the characters are deletions from the text.

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

SECTION 1. Section 10-1, Definitions, of Chapter 10, Animals, Article II, Care and Control, of the City of Holly Hill, *Code of Ordinances*, is hereby amended to add the following definitions:

Sec. 10-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Tether shall mean a trolley cable, cord, rope, chain, strap, or any other linear thing that restrains, limits or confines the free unimpeded movement of a dog, cat, or other animal to a limited space or area.

Tethering or tethered shall mean the act of affixing or attaching a tether to a dog, cat, or other animal. The act of “tethering” shall not include the use of a leash or other restraint when utilized by a person while walking or exercising a dog, cat, or other animal; nor shall it include commercial safety restraint devices that are designed for use in vehicles for the protection of animals while they are being transported from one location to another.

Adequate shelter shall mean provision of and access to a secure weather resistant shelter that is suitable for the species, age, condition, height, size, breed and type of each animal; provides adequate air ventilation, adequate space for each animal to stand up and turn around; is safe and protects each animal from injury, rain, hail, direct sunlight, the adverse effects of heat or cold, physical suffering, and impairment of health; is properly lighted; is properly cleaned; enables each animal to be clean and dry, except when detrimental to the species; during hot weather, is properly shaded with a covering and does not readily conduct heat; during cold weather, has a windbreak at its entrance and provides a quantity of bedding material consisting of straw, cedar shavings, or the equivalent that is sufficient to protect the animal from cold and promote the retention of body heat; and, for dogs and cats, provides a solid surface, resting platform, pad, floor mat, or similar device that is large enough for the animal to lie on in a normal manner and can be maintained in a sanitary manner. Under this chapter, shelters whose wire, grid, or slat floors: (i) permit the animals' feet to pass through the openings; (ii) sag under the animals' weight; or (iii) otherwise do not protect the animals' feet or toes from injury are not adequate shelter.

[... all other definitions remain unchanged ...]

SECTION 2. Adding Section 10-51, Cruelty, Chapter 10, Animals, Article II, Care and Control, of the City of Holly Hill, Florida, *Code of Ordinances*, to read as follows:

Sec. 10-51. Cruelty; tethering of animals prohibited; exceptions.

- (1) No person shall unnecessarily overload, overdrive, torment, deprive of necessary sustenance or adequate shelter, or unnecessarily or cruelly beat, mutilate, or kill any animal, or cause the same to done, or carry in or upon any vehicle, or otherwise, any animal in cruel or inhumane manner.
- (2) No person shall tether a dog, cat, or other animal on private property except as allowed in accordance with the following conditions:
 - (a) The tether must be made of a material, thickness, size, strength, and weight that is reasonable to safely secure the dog, cat, or other animal without placing or causing excessive strain or stress on the animal.
 - (b) Each end of the tether must have affixed to it a closed-end spring clip, carabineer clip, coupling, or other type of closed-end clip that is securely affixed to a swivel or pivot, all the components of which are

made of high-strength metal, steel or composite material, and that allows the ends of the tether to freely rotate 360 degrees.

- (c) The tether shall be at least five feet in length and no more than ten feet in length.
- (d) The tether shall be no higher in elevation than the height of the tethered animal.
- (e) One end of the tether must be securely attached to a commercially designed pet tie-out stake, commonly referred to as a spiral ground anchor or ground corkscrew, or some other commercial or non-commercial device that allows a tethered dog, cat or other animal to freely walk or move about the tie-out stake or device in a circular manner. The other end of the tether must be securely attached to the animal's collar or harness.
- (f) The pet tie-out stake or device and tether must be placed in a location that prevents the dog, cat, or other animal from becoming entangled with objects or other tethered animals, and must not be placed in a location that prevents the tethered animal from accessing water, dry ground, shade, or adequate shelter.
- (g) The dog, cat, or other animal must at all times be provided clean water, dry ground, and adequate shelter for protection from the sun, hot and cold weather, rain, and other inclement weather events.
- (h) The dog, cat, or other animal shall not be tethered in extreme weather conditions, which shall be defined as being hot weather in excess of eighty-five degrees (85°), cold weather lower than fifty degrees (50°), thunderstorms, lightening, hail, hurricanes, tornados, tropical storms, flood waters, winds in excess of twenty miles per hour, and other natural and manmade calamities.
- (i) The dog, cat, or other animal must at all times be accompanied while outside by, and be within visual range of, its owner or other person who is responsible for supervising the tethered animal, except that a tethered animal may be left unattended for short periods of time not to exceed thirty minutes in duration.
- (j) In no event shall the owner or other person who is responsible for supervising the animal leave the property while the dog, cat, or other animal is tethered outside.
- (k) A dog, cat, or other animal may never be tethered on unoccupied, vacant, or abandoned property.
- (l) A dog, cat, or other animal may never be tethered or left unattended inside any structure that is unsafe, dilapidated, or has been abandoned.

- (m) The dog, cat, or other animal must be at least six months of age; and must not be sick, injured, or afflicted with contagious disease.
- (n) If multiple dogs, cats, or other animals are to be tethered, each animal must be tethered separately from the others, and tethered in a location that prevents them from becoming entangled with the other tethered animals.
- (o) Tethering shall be prohibited between the hours of dusk and dawn.
- (p) Tethering on public property shall be prohibited at all times.
- (3) Violations of this section shall be subject to enforcement in accordance with the special master code enforcement system as provided in Chapter 2, Article VII of this Code and/or criminal prosecution as provided by section 828.12, Florida Statutes, if applicable.

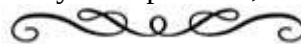
SECTION 3. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. Any section, paragraph, sentence, clause and phrase of this Ordinance is severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional, invalid or unenforceable by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality, invalidity or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 5. This Ordinance shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on the 13th day of OCTOBER, 2020
for second reading.

Enacted and approved this 22nd day of September, 2020, in Holly Hill



8. PUBLIC HEARINGS - NONE

9. COMMUNICATIONS

A. City Manager & Staff Comments

Mr. Forte showed the Mayor and City Commissioners a Livability, Greater Daytona/Volusia County magazine that goes out and the city has bought advertisements in this magazine in the past and this is will also be a digital version. Mr. Forte discussed the ad with them and it's a half page and mentioned that he took the approach to create an overall theme of Holly Hill. There was **consensus** to leave the city's original seal on the ad. Mr. Forte spoke to the Commission about the towing contracts and has met with staff already and gave them further instruction and when staff gets the time, we're going to talk to all of our Department Heads on the Purchasing Policy and do a refresher on that. Mr. Forte briefly explained the Purchasing Policy for RFP's, etc., through the Vender Link system and beyond that.

B. City Attorney Comments

None.

C. City Commission Comments

Commissioner Currie glad that the Commission came to a consensus on the millage rate and came to a conclusion and did a good job moving forward.

Commissioner Danio somebody he knows complimented on how Holly Hill is coming along.

Commissioner Johnson appreciated all the concerns and prayers when he wasn't doing well. There's a lot of good things still going on in Holly Hill.

Commissioner Penny reminded everyone about "Citizen of the Year" quickly approaching them. There was discussion about the Christmas Parade.

Commissioner Penny made a MOTION TO GIVE STAFF DIRECTION TO CONTINUE PLANNING THE CHRISTMAS PARADE AND TREE LIGHTING CEREMONY AS USUAL, seconded by Commissioner Danio.

Mayor Via opened public participation. No one spoke.

PASSED, 4-1 (Commissioner Currie, Nay)

D. Mayor's Comments

Mayor Via welcomed Commissioner Johnson back and is glad he is feeling well. Thanked Vice-Mayor Penny for standing in for him in a meeting with Synergy Billing and representing the Commission at that meeting. Mayor Via mentioned that he asked the American Legion Post 120, when the Commission was talking about the Veterans Memorial out front, to track down through their resources, any person that could have possibly died in service to our Country in the military that was from Holly Hill, a resident from Holly Hill and he just received that list back and there are ten people on the list. He knows of one other, recently, back about ten years ago, who had died in Iraq and he wasn't on that list and so, they are going to reach out to other sources as well because we want to make sure before we put those names in stone that we have everybody and that we're not missing anybody. The city would want to welcome their families to that

ceremony whenever the city gets that built and make sure the city honors them in the right way.

10. ADJOURNMENT

The meeting adjourned at approximately 8:00 PM.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • AUGUST 11, 2020

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 by City Commissioner Penny Currie

Commissioner Currie led the invocation.

c. Pledge of Allegiance

Commander David Lori from American Legion Post 120 let the Pledge of Allegiance to the flag.

2. PRESENTATION

Mayor Via recognized County Chairman, Ed Kelly for attending the City Commission meeting tonight.

1.

Purple Heart Proclamation

(Requested by Valerie Manning, City Clerk)

RESULT: NO VOTE NEEDED



3. PUBLIC COMMENTS

The following individual spoke to the Mayor and City Commissioners: Jim Schultz, 117 Harvard Drive, Ormond Beach, FL.

4. APPROVAL OF MINUTES - NONE

Attachment: Minutes - August 11, 2020 - Regular City Commission meeting (3118 : Minutes)

5. CONSENT AGENDA - ITEMS (1 - 2)

Mayor Via asked if any Commissioner wished to remove an item on the Consent Agenda. There was no one. Mayor Via asked if there was anyone in the audience who wishes to speak to any item on the Consent Agenda? There was no one.

1. -2020-R-36 Resolution

A Resolution of the City of Holly Hill, Florida, Supporting the One Year Renewal to the Interlocal Agreement for Distribution of Proceeds of Local Option Fuel Tax for the Period September 1, 2020 - August 31, 2021; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION

2020-R-36

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, SUPPORTING THE ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION FUEL TAX FOR THE PERIOD SEPTEMBER 1, 2020 - AUGUST 31, 2021; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, SUPPORTING THE ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION FUEL TAX FOR THE PERIOD SEPTEMBER 1, 2020 - AUGUST 31, 2021; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, this extension to the agreement is entered into between the COUNTY OF VOLUSIA, a political subdivision of the State of Florida, and the municipalities of Volusia County by which it is executed; and

WHEREAS, the existing Interlocal Agreement governing the distribution of the Local Option Fuel Taxes is set to expire on midnight, August 31, 2020; and

WHEREAS, the parties desire to extend the Interlocal Agreement and its distribution formula for the proceeds of the 6-Cent and 5-Cent Local Option Fuel Taxes for an additional one year.

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

SECTION 1. The Interlocal Agreement for Distribution of Proceeds of Local Option Fuel Tax September 1, 2013 - August 31, 2019, is hereby renewed for an additional one (1) year. This renewal shall extend the Agreement to terminate midnight, August 31, 2021.

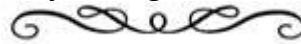
SECTION 2. All other terms and conditions of the Interlocal Agreement are hereby ratified and continue in full force and effect.

SECTION 3. This extension to the Agreement shall become effective if it shall have been executed by the County and by participating municipalities representing a majority of the population of the incorporated area of the County.

SECTION 4. This extension to the Agreement may be executed by the parties in counterparts, and each counterpart shall be deemed an original.

APPROVED AND AUTHENTICATED on this 11th day of AUGUST, 2020.

Enacted and approved this 11th day of August, 2020, in Holly Hill



2.

TPO Funding Agreement for FY2020-2021

(Requested by Valerie Manning, City Clerk)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson



6. REGULAR AGENDA

1. -2020-R-37 Resolution

A Resolution of the City of Holly Hill Supporting the Designation of Proposed U.S. Bicycle Route 1 (USBR1) through Holly Hill Beginning in Bar Harbor, Maine and Ending in Key West, Florida; and Providing an Effective Date.

(Requested by Valerie Manning, City Clerk)

Mayor Via opened public participation. No one spoke.

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

RESOLUTION**2020-R-37**

A RESOLUTION OF THE CITY OF HOLLY HILL SUPPORTING THE DESIGNATION OF PROPOSED U.S. BICYCLE ROUTE 1 (USBR1) THROUGH HOLLY HILL BEGINNING IN BAR HARBOR, MAINE AND ENDING IN KEY WEST, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL SUPPORTING THE DESIGNATION OF PROPOSED U.S. BICYCLE ROUTE 1 (USBR1) THROUGH HOLLY HILL BEGINNING IN BAR HARBOR, MAINE AND ENDING IN KEY WEST, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, long range bicycle tourism is a growing industry in North America, contributing \$47 billion a year to the economies of communities that provide routes for such tourists; and

WHEREAS, the American Association of State Highway and Transportation Officials (AASHTO) has designated a corridor crossing Florida to be developed as United States Bike Route 1 (USBR 1); and

WHEREAS, the Adventure Cycling Association, Bike Florida, and the Florida Bicycle Association, with the cooperation of Florida Department of Transportation, have proposed a specific route to be designated as USBR 1; and

WHEREAS, the proposed route for USBR 1 comes through the City of Holly Hill and can therefore provide benefits to our city; and

WHEREAS, we have reviewed the proposed route and found it to be a suitable route, and desire that the route be designated so that it can be mapped and signed, thereby promoting bicycle tourism in our area.

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 expresses its approval and support for the development of USBR1.

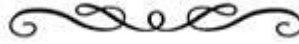
SECTION 2. The City Commission of the City of Holly Hill requests that FDOT get the route officially designated by AASHTO.

SECTION 3. The City Commission of the City of Holly Hill authorizes the posting of signs within Holly Hill rights-of-way, with coordination and approval of placement through city staff, once the route through the city has been officially designated.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 11th day of AUGUST, 2020.

Enacted and approved this 11th day of August, 2020, in Holly Hill



2.

Authorization to Increase the Expenditure to Carmeuse Lime & Stone for High Calcium Quicklime for the City of Holly Hill Water Treatment Plant

(Requested by Antoine Khoury, Public Works)

Mayor Via opened public participation. No one spoke.

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



7. PUBLIC HEARINGS

1. -2020-O-3029 Ordinance

SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations (LDR), by Rezoning the Parcel Described in Exhibit "A" from CC-1 (Commercial Corridor District) to BPUD (Business 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 briefly discussed the staff report pertaining to amending the Land Development Regulations by rezoning the parcel described in Exhibit "A" in the staff report from a CC-1 to BPUD. There was no ex parte communication amongst the Mayor, Commissioners and the applicant, for the record.

Mayor Via opened public participation. No one spoke.

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

**ORDINANCE
2020-O-3029**

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS (LDR), BY REZONING THE PARCEL DESCRIBED IN EXHIBIT "A" FROM CC-1 (COMMERCIAL CORRIDOR DISTRICT) TO BPUD (BUSINESS 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 CC-1 (COMMERCIAL CORRIDOR DISTRICT) TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT); 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 administratively amend its Land Development Regulations as herein provided in order to more effectively implement 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 BPUD (Business Planned Unit 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 immediately upon its adoption

APPROVED AND AUTHENTICATED on this 11th day of AUGUST, 2020
for second reading.

EXHIBIT "A"**LEGAL DESCRIPTION**

LOT 13 & LAND E OF HYWAY EXC W 175 FT SUB MB 6 PG 63 BLK 26 M & C HOLLY HILL PER OR 3957 PG 4470 PER OR 5418 PGS 3042-3043 PER OR 5744 PG 3085 PER OR 6413 PG 0202 PER OR 6589 PG 1308 PER OR 6935 PG 4383

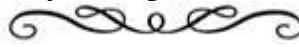
APPROXIMATELY .461 ACRES

Attachment: Minutes - August 11, 2020 - Regular City Commission meeting (3118 : Minutes)

EXHIBIT B

DEVELOPMENT AGREEMENT

Enacted and approved this 11th day of August, 2020, in Holly Hill

**8. COMMUNICATIONS****A. City Manager & Staff Comments**

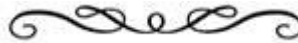
a.

2020-2021 Payroll & Holiday Calendar

(Requested by Valerie Manning, City Clerk)

Mr. Forte mentioned in their agenda packet is the annual payroll and holiday calendar that is typically submitted to the Commission. Friday, this year is Christmas so the floating holiday is requested for Thursday. If anyone has any objection to the holiday calendar or payroll calendar just let him know. Mr. Forte mentioned the Florida League of Cities Virtual Conference.

Mayor Via confirmed that he was the Voting Delegate for this year. They are doing the conference online and he's on the Resolution Committee.

**B. City Attorney Comments**

None.

C. City Commission Comments

Commissioner Danio applauded the Mayor on the proclamation for Pastor Chuck this past Sunday. Well deserved to Pastor Chuck and all he does for this community. Congratulated the city on the Purple Heart plaque that was given to the city by the American Legion Post 120 earlier this evening.

Commissioner Johnson spoke about power related issues; reminded everyone to be careful.

Commissioner Penny asked the City Clerk about the precinct at UBIC moving to Sica Hall.

Mrs. Manning informed the Mayor, Commissioners and the audience that Precinct 526 will be at Sica Hall for voting because of the school and the close proximity.

Commissioner Penny thanked the Mayor for forerunning the testing for COVID-19.

Commissioner Currie thanked the Mayor as well and the challenges that her husband had as a first responder. Thanked the Mayor for giving Pastor Chuck the recognition that he deserves.

Mayor Via stated he appreciates everyone but the credit goes to all the mayors in the County.

D. Mayor's Comments

Mayor Via informed the Commissioners that there are four lanes coming to Volusia County for COVID-19 testing; soft launch is this Thursday. He will be doing a press conference with the County Chairman at 11:00 AM at the EOC in Daytona. Mayor Via mentioned that Commissioner Danio was with him Sunday morning at United Brethren in Christ (UBIC) church. He was asked by Pastor Matt McKeown to do a proclamation to surprise Pastor Chuck who is retiring and passing the torch on. He read a proclamation to Pastor Chuck and to declare that day, "Chuck McKeown Day" on behalf of the city. Mayor Via reminded everyone that the paving is about to start happening on Flomich Avenue.

9. ADJOURNMENT

The meeting adjourned at approximately 8:00 PM.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • NOVEMBER 10, 2020

City Commission Chamber Reg. CC Meeting/Installation of Elected Officials

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 by City Commissioner John Danio

The invocation was led by Rich Tidwell.

c. Pledge of Allegiance

Mayor Via led the Pledge of Allegiance to the Flag.

Mayor Via introduced the former mayors that were present for the Swearing-In ceremony.

2. INSTALLATION & OATH OF OFFICE OF INCUMBENTS / ELECTED OFFICIALS

3. REORGANIZATION OF CITY COMMISSION

A. Selection of Vice-Mayor

*Commissioner Currie made a motion to **APPOINT COMMISSION JOHN PENNY AS THE VICE-MAYOR**, seconded by Commissioner Danio.*

Mayor Via opened public participation. No one spoke.

PASSED, 5-0.

B. Appointments to Boards

1. EAST VOLUSIA REGIONAL WATER AUTHORITY (EVRWA)

*Commissioner Penny made a motion to **RE-APPOINT COMMISSIONER PENNY CURRIE TO THE EAST VOLUSIA REGIONAL WATER AUTHORITY (EVRWA) BOARD and RE-APPOINT COMMISSIONER ROY JOHNSON TO***

THE TRANSPORTATION PLANNING ORGANIZATION (TPO) BOARD,
seconded by Commissioner Danio.

Mayor Via opened public participation. No one spoke.

PASSED, 5-0.

2. TRANSPORTATION PLANNING ORGANIZATION (TPO)

4. RECESS THE CC MTG & CONVENE AS THE CRA

5. CRA AGENDA

1. -2020-R-61

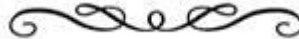
A Resolution of the Community Redevelopment Agency of the City of Holly Hill, Volusia County, Florida, Amending the Final Budget for the City of Holly Hill Community Redevelopment Area (CRA) for the Fiscal Year 2019-2020; and Providing for Severability; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)

Mayor Via opened public participation. No one spoke.

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

Enacted and approved this 10th day of November, 2020, in Holly Hill



6. ADJOURN AS THE CRA & RECONVENE THE CC MTG

7. PUBLIC COMMENTS

No one spoke.

8. APPROVAL OF MINUTES

1.

Minutes - August 25, 2020 - Workshop, Goals and Objectives; and October 27, 2020 - Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

Mayor Via opened public participation. No one spoke.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 10th day of November, 2020, in Holly Hill



9. CONSENT AGENDA - ITEMS (1 - 5)

Mayor Via asked if there was anyone in the audience who wished to speak on any item on the Consent Agenda or if any member of the Commission would like to pull or discuss any item. **There was no one.**

1. -2020-R-62 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Amending 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)

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

RESOLUTION

2020-R-62

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING 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, AMENDING 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, set forth the amended 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. The Fiscal Year 2019-2020 final Budget shall be amended per

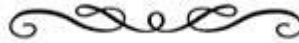
“Attachment A”.

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 10th day of NOVEMBER, 2020.

Enacted and approved this 10th day of November, 2020, in Holly Hill



2. -2020-R-63 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Surplus (1) Ford F-150 Pickup Truck, (1) Hustler Zero Turn Mower, (1) Otc Pathfinder Scan TOOL AND REINSTATE VEHICLE 22 TO THE CITY’S FLEET; 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:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION

2020-R-63

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO SURPLUS (1) FORD F-150 PICKUP TRUCK, (1) HUSTLER ZERO TURN MOWER, (1) OTC PATHFINDER SCAN TOOL AND REINSTATE VEHICLE 22 TO THE CITY’S FLEET; 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 SURPLUS (1) FORD F-150 PICKUP TRUCK, (1) HUSTLER ZERO TURN MOWER, (1) OTC PATHFINDER SCAN TOOL AND REINSTATE VEHICLE 22 TO THE CITY’S FLEET; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, periodically, end of life vehicle and equipment are retired and disposed; and

WHEREAS, City staff has identified vehicles and equipment that have surpassed their useful life; and

WHEREAS, vehicle 22, formerly approved for surplus on 09/09/2020 is recommended to be reinstated to the City's fleet.

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

SECTION 1. That the City Manager of the City of Holly Hill is hereby authorized to surplus Ford F-150 Vehicle 747, Hustler Zero Turn Mower Vehicle 772 and OTC Pathfinder Scan Tool.

SECTION 2. That the City Manager of the City of Holly Hill is hereby authorized to reinstate Ford F-150 vehicle 22 to the City's fleet.

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 its adoption.

APPROVED AND AUTHENTICATED on this 10th day of NOVEMBER, 2020.

Enacted and approved this 10th day of November, 2020, in Holly Hill



3. -2020-R-64 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Sole Source Purchase of the Fiscal Year 2020-2021 Supply of Micro-C from Hawkins Water Treatment Group for the Public Works Department; 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:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

**RESOLUTION
2020-R-64**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SOLE SOURCE PURCHASE OF THE FISCAL YEAR 2020-2021 SUPPLY OF MICRO-C FROM HAWKINS WATER TREATMENT GROUP FOR THE PUBLIC WORKS DEPARTMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SOLE SOURCE PURCHASE OF THE FY 2020-2021 SUPPLY OF MICRO-C FROM HAWKINS WATER TREATMENT GROUP FOR THE PUBLIC WORKS DEPARTMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is in need to purchase the Micro-C 2000 additive for wastewater treatment; and

WHEREAS, the City has secured a pricing agreement permitted under the City's purchasing guidelines with Hawkins, Inc., a sole source provider of Micro-C 2000; 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 price agreement for the purchase of FY 2020-2021 supply of Micro-C for the Public Works Department has been budgeted.

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

SECTION 1. That Hawkins, Inc., is hereby determined to qualify as a sole source contractor pursuant to the City's Code of Ordinances and the City Manager is authorized to issue purchase orders to Hawkins, Inc., to provide the required material in an annual amount not to exceed \$75,000.00.

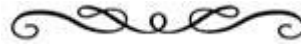
SECTION 2. That the City Commission does hereby approve price agreements for the purchase of the FY 20-21 supply of Micro-C from Hawkins Water Treatment Group for the Public Works Department to an amount up to \$75,000, cost is \$3.32 per gallon or \$913.80 per tote (275 gallons).

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. That the Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 10th day of NOVEMBER, 2020.

Enacted and approved this 10th day of November, 2020, in Holly Hill



4. -2020-R-65 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Use of Pace Analytical Services, Inc., for Various Wastewater Laboratory Testing as a Sole Source Provider; 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:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION

2020-R-65

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE USE OF PACE ANALYTICAL SERVICES, INC., FOR VARIOUS WASTEWATER LABORATORY TESTING AS A SOLE SOURCE PROVIDER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE USE OF PACE ANALYTICAL SERVICES, INC., FOR VARIOUS WASTEWATER LABORATORY TESTING AS A SOLE SOURCE PROVIDER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill's Wastewater Treatment Plant must perform certain tests in order to meet operational requirements required by various regulatory and permitting agencies; and

WHEREAS, Pace Analytical Services, Inc., is the only accredited laboratory in the local area to perform these tests; and

WHEREAS, The estimated annual amount for services provided is \$33,000 for the wastewater laboratory; and

WHEREAS, The services are being provided and considered sole source due to the shelf life of the samples (tests must be completed within 6 hours) as allowed under section F-2.25-71 of the Holly Hill Purchasing Policy Manual; and

WHEREAS, the services provided and considered sole source as allowed under section F- 2.25-71 of the Holly Hill Purchasing Policy Manual. The following criteria must be met in order to satisfy the sole source or proprietary source requirement:

- It is the only item that will produce the desired results (or fulfill the specific need) ...or
- The item is available from only one source of supply ... or
- The item is available from more than one vendor but due to extreme circumstances, only one vendor is suited to provide the goods or services.

WHEREAS, Negotiated contracts with a cost in excess of \$25,000.00 must be approved by the City Commission prior to execution by the city.

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

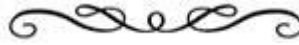
SECTION 1. That Pace Analytical Services, Inc., is hereby determined to qualify as a sole source contractor pursuant to the City's Code of Ordinances and the City Manager is authorized to issue purchase orders to Pace Analytical Services, Inc., to perform the various laboratory tests as required in an annual amount not to exceed \$50,000.

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 10th day of NOVEMBER, 2020.

Enacted and approved this 10th day of November, 2020, in Holly Hill



5.

Recommend One Year Renewal of Award for RFP 20-ED-01 Real Estate Services
(Requested by Joseph Forte, City Manager)

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

Enacted and approved this 10th day of November, 2020, in Holly Hill



10. REGULAR AGENDA

1. -2020-R-66 Resolution

A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Final Budget for the City of Holly Hill Community Redevelopment Area (CRA) 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:	John C. Danio, District 3 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION

2020-R-66

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE FINAL BUDGET FOR THE CITY OF HOLLY HILL COMMUNITY REDEVELOPMENT AREA (CRA) 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, AMENDING THE FINAL BUDGET FOR THE CITY OF HOLLY HILL COMMUNITY REDEVELOPMENT AREA (CRA) 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, set forth the amended appropriations and revenue estimate for the Community Redevelopment Area (CRA) Budget for Fiscal Year 2019-2020.

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

SECTION 1. The Fiscal Year 2019-2020 final Budget shall be amended per “Attachment A”.

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 10th day of NOVEMBER, 2020.

Enacted and approved this 10th day of November, 2020, in Holly Hill



2. -2020-R-67 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Establishing the Start Time for City Commission Meetings to be Set at 6:00 PM Beginning January 2021, and Providing for Severability; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)

Commissioner Penny asked if this item can be pulled and workshop it on November 17, 2020 at 4:00 PM with the other workshop items.

Mayor Via opened public participation. No one spoke.

There was consensus to pull this item.

RESULT:	WITHDRAWN FROM MEETING
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11. PUBLIC HEARINGS

1. -2020-O-3030 Ordinance

SECOND READING - an Ordinance of the City of Holly Hill, Volusia County, Florida, Annexing by Voluntary Petition Approximately 9.4 Acres Identified as Parcel Number 4244-01-04-0080 Contiguous to the City of Holly Hill; Providing for Severability; and Providing for an Effective Date.

(Requested by Brian Walker, City Planner)

Mayor Via opened public participation. No one spoke.

Mr. Walker informed the Mayor and Commissioners that this annexation will come back for second reading after the first of the year. Attorney Glen Storch representing the applicant was present to answer any questions the Mayor and Commissioners may have. He spoke briefly about the wetlands that was asked from the Commission.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS] Next: 1/26/2021 6:00 PM
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson



2. -2020-O-3032 Ordinance

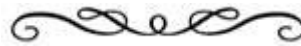
SECOND READING - an Ordinance of the City of Holly Hill, Volusia County, Florida, Annexing by Voluntary Petition Approximately 1.34 Acres Identified as Parcel Number 4242-40-40-0160 Contiguous to the City of Holly Hill; Providing for Severability; and Providing for an Effective Date.

(Requested by Brian Walker, City Planner)

Mayor Via opened public participation. No one spoke.

Mr. Walker informed the Mayor and Commissioners that this annexation will come back for second reading after the first of the year. Mr. Beazley, the applicant, was present to answer any questions the Mayor and City Commissioners may have.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS]	Next: 1/26/2021 6:00 PM
MOVER:	Roy Johnson, District 4 - Commissioner	
SECONDER:	John C. Danio, District 3 - Commissioner	
AYES:	Via, Penny, Currie, Danio, Johnson	



12. COMMUNICATIONS

A. City Manager & Staff Comments

Mr. Forte share a few items with the Mayor and Commissioners. Mr. Forte spoke about electrical vehicle charging stations at Pictona that FPL had contacted him about. FPL is looking to put four (4) electrical vehicle charging stations over at Pictona in an area that the city would approve. It wouldn't cost the city anything to have these charging stations installed, or maintained over a ten year contractual period. What it would cost the city is \$50.00 for parking space per month. The reason for that is it pays for the electricity on an on-average basis. Allowing a vehicle to charge up to four hours at a time in that spot. Daytona Beach Shores has a similar charging station over there. The focus on what FPL is trying to do is concentrate on it being more environmental friendly because they believe that in 2025, 20% of the cars on the road will be electric vehicles and they are looking for different places to put these charging stations so that people who are coming into the area and visiting, will have places to charge their cars. There's a mobile app that shows where the different charging stations are at when you travel. This is well within his spending ability, however, he believes it's more of a policy issue as to whether or not this is something that the city should engage in and get involved with. The big question that the Commission may be asked is why are the taxpayers monies being spent to allow people and most likely it will be visitors in the area not necessarily residents that are using these charging stations, except if you do get a resident that does have an electric vehicle then they would probably charge their vehicle there every day. He wants to leave it in the Commissioners direction to see what they want to do.

Mayor Via asked if Mr. Forte was asking for a motion tonight or consensus?

Mr. Forte stated FPL is looking for a decision to move forward with this. So, if the city is

ready to move forward with it, we certainly can. If we're not ready to move forward with it, we can say no. No, not ever or no, not now; come see us in about a year or two. It's really open for the Commission to decide. At the end of the ten years, FPL has the option to remove the equipment or sell the equipment to the city at a negotiated value.

There was discussion amongst the Mayor and Commissioners and there was **CONSENSUS** to move forward with the electrical vehicle charging stations at Pictona.

Mr. Forte brought up the holiday employee dinner or the other option he offered was giving out gift cards to the employees. There was discussion amongst the Mayor and Commissioners and there was **CONSENSUS** to give a dollar amount of \$50 on the gift cards.

Mr. Forte mentioned that at the last meeting he informed the Mayor and Commissioners that FPL was offering some money to spend to put back into the community and we were looking for an artificial tree for the front of City Hall but the city just doesn't have a place to store that and the design that they come in. FPL agreed to purchase a *Hansel and Gretel* front lawn ornament and the city will recognize them each year when the city does its lighting ceremony. Mr. Forte informed the Mayor and Commissioners that the *Daytona Cowboys*, which they will be changing their name to the *Holly Hill Cowboys*, have been using field 4 for their football games. They have an all-day game day coming up this Saturday, November 14th, and field 4 is not big enough. He is going to allow them to use Parcels 3 and 4 behind Fountainhead. The *Daytona Cowboys* have gone out and walked the property and they are going to use that and they know that they can't use the parking lot or go anywhere onto the Fountainhead parcel. It's a onetime thing. It's their last game day. They will see if this will work because there are no fields for them to use. He just wanted to make the Mayor and Commissioners aware in case you see these buses coming in with these kids that are going to be playing football on that property. Synergy Billing has already been aware of them using the property. The *Daytona Cowboys* will access off of Walker through the back gate. They will handle the parking, their own little concession stand and the trash. Portlets will be brought by them as well. Mr. Forte stated the next thing he wants to make the Commissioners aware of is the computer program, the ERP, that the city uses, if he tells them he gets complaints about that on a daily basis, he's probably selling it short. Mostly, from the Finance Department. It's just not working the way it should be. This is the system that the city started out with Kurt, that the city was going to do a complete change over and John came in and the city upgraded the HTE AS400 to the Central Square product. Staff is going to explore Tyler. Tyler has three products. Other cities use the Tyler product. On Monday, staff is going to go through a demo with them, each of the departments will be involved in a portion of the demo. From what he understands, the breakeven point is between what it's costing the city for Central Square in the annual fee versus what it would cost the city to go to Tyler, would break even in about three years. The difference is, possible, after staff will see the demo, that Tyler is a much more friendly operations that interconnects with all of the city's other programs. Right now, some of the work that the Finance Department is doing that should take five minutes, is probably taking thirty minutes or more. It's just wasting a lot of time and it's very frustrating. He just wanted the Commission to know staff is exploring that through a demo. If staff is going to make any change in direction, he will come back to

the Commission in a workshop session and give you greater detail in what staff found out. Mr. Forte stated he sent the Mayor and Commissioners an email, and there's nothing for him to do right now with regards to the increase in minimum wage going to \$15.00 over the next five years. Right now, the city doesn't have any employees making less than \$10.00, so in October 2021 when it goes to \$10.00, the city is already covered. His greater concern is the compression that this is going to cause and he has three Union contracts coming up after the first of the year and we haven't quite figured out how we're going to address that. Just know that this is going to be difficult for a small city like Holly Hill to try and incorporate a \$15.00 minimum wage and not that, that's the hard part, that's not the hard part. The city can probably do that and potentially absorb that cost within our operations budgets. It's the compression issues. When he's starting a Police Officer and a Firefighter out at \$16.00/\$17.00 an hour and then he's starting a custodian out at \$15.00 an hour, that's going to be a problem. They are going to be in for a rather tough negotiation season come this Spring. Lastly, just a reminder about the workshop session on Tuesday, November 17th at 4:00 PM.

B. City Attorney Comments

None.

C. City Commission Comments

Commissioner Penny recognized Tony Cassata for the fantastic car show that was held on the front lawn a couple of weeks ago. Thanked the former mayors and commissioners that served before the current elected officials for the work that is being seen within the city today. Things began to change within the city when they had the courage to fight the pitchforks for the Marina Grande. We're seeing the fruits of their labor and he just wanted to thank them. Reminded the Commissioners that there is an upcoming virtual Volusia League of Cities meeting on December 3, 2020 and the important thing during that meeting will be discussing to change the bylaws. He mentioned one thing that did come up during the conference call with VLC today was COVID and holiday activities. He polled the nine members there today and no one is hosting a live Christmas tree lighting ceremony and no one is hosting a Christmas parade for fear of a major spreader event. It appears that most cities are having their Christmas tree lighting but they are doing it virtually with the elected officials there. There was discussion amongst the Mayor, Commissioners, and staff about the tree lighting and the parade.

*Commissioner Penny made a motion to **DIRECT STAFF TO NOTIFY ANYONE WHO HAS BEEN INVITED TO THE PARADE, THAT IT WILL NOT HAPPEN THIS YEAR AND THAT STAFF ADDS TO THE NOVEMBER 17TH WORKSHOP SESSION AN ALTERNATIVE VERSION OF THE TREE LIGHTING CEREMONY,** seconded by Commissioner Danio.*

Mayor Via opened public participation.

Tony Cassata, 7 Echo Wood, Ormond Beach, spoke about the car show and the attendance for the kids was very rare.

Roland Via, 534 Eagle Drive, Holly Hill, spoke about his softball game; COVID issue and numbers; suggested having Christmas in July, maybe the city could do something different.

Gilles Blais, 710 Magnolia, Holly Hill, spoke about being involved with the Veterans during the holidays and suggested having the parade on the city's anniversary date.

Mayor Via closed public participation.

PASSED, 4-1 (Via voted nay)

Commissioner Currie thanked everyone who came out to support the Commission and appreciates the last couple of terms they've had together but she looks forward to the future.

Commissioner Danio agreed with Commissioner Currie. Thanked the Chamber of Commerce for the Trunk or Treat event they had. The car show was great. Looking forward to serving another term.

Commissioner Johnson reminded everyone that tomorrow is Veteran's Day and to remember the families.

D. Mayor's Comments

Mayor Via thanked all of the Commissioners and he is looking forward to the rest of his term serving with all of them. The city is moving forward and progress is being made. Briefly discussed the Mayor's Roundtable meeting that he attended with Mr. Forte. Reminded everyone that tomorrow is Veteran's Day and the ceremony will be out front at 11:00 AM. Mayor Via read off a list of employees who have served in the military and thanked them for their service: Robert Culver, Mike Ballentine, Eddie Kinch, Steve Schibilla, Jerry Smith, Stella Gurnee, retiree Mark Juliano, Roy Johnson, Jeff Traylor, Spencer Alevisatos, Alton Smith, Jeff Jacobs, Jacob Blankenship (on active duty), Scott Gutauckis, and retiree Police Chief Mark Barker.

13. ADJOURNMENT

The meeting adjourned at approximately 9:10 PM.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • NOVEMBER 17, 2020

City Commission Chamber

Work Session

4:00 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	

2. INVOCATION

Mayor Via led the invocation.

3. PICTONA & RESERVE ACCOUNT

Rainer Martens, owner of Pictona at Holly Hill came before the Mayor, City Commissioners and staff to present to them an opportunity to expand Pictona to the YMCA location. Mr. Forte informed the Mayor and Commissioners that his next step would be to speak with the YMCA and go over the details and see what can be worked out with them. There was **CONSENSUS** from the Mayor and Commissioners for Mr. Forte to move forward with contacting the YMCA and for Mr. Martens to move forward with the expansion once Mr. Forte has spoken to the YMCA. *(A copy of this meeting can be requested in the City Clerk's office or listen online to the full recording).*

4. CHRISTMAS TREE LIGHTING DISCUSSION

There was discussion amongst the Mayor and Commissioners for an alternative route for this year's annual Christmas Tree Lighting for Friday, December 4th at 6:00 PM. There was **CONSENSUS** from the Mayor and Commissioners that the Mayor would go Facebook LIVE and do a virtual tree lighting as well as light up the front lawn of City Hall.

5. ESTABLISHING A NEW START TIME FOR CITY COMMISSION MEETINGS BEGINNING IN JANUARY 2021

There was discussion amongst the Mayor, Commissioners and staff about establishing a new start time for the City Commission meetings beginning in January 2021. There was **CONSENSUS** to move forward with changing the City Commission meeting time to 6:00

PM beginning with the first meeting in January 2021. Mr. Forte will bring a Resolution to the December 8th City Commission meeting for adoption.

6. ADJOURNMENT

The workshop adjourned at approximately 5:55 PM.



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

**City Commission
Resolution**

4.1

MEETING DATE: December 8, 2020
FROM: Valerie Manning
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Appointing Two Members to the Firefighters Pension Fund Board of Trustees; Setting Forth the Term and Expiration Date for Said Members; and Providing for an Effective Date.
NUMBER: 2020-R-68
APPLICANT:
PLANNER:

DISCUSSION:

In accordance with City Code Section 42-63, Board of Trustees, states the following: (a) The Board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the Holly Hill City Commission, and two of whom shall be members of the system, who shall be elected by a majority of the firefighters who are members of the system.

The fifth trustee shall be chosen by a majority of the previous four trustees as provided herein, and such person's name shall be submitted to the Holly Hill City Commission. Upon receipt of the fifth person's name, the Holly Hill City Commission shall, as a ministerial duty, appoint such person to the board as a fifth trustee.

The current board members terms will expire December 31, 2020. Terms for appointed members will be for two (2) years, expiring December 31, 2022.

FISCAL ANALYSIS:

There is no budgetary impact on the City. The item is neither an expenditure nor related to a revenue.

STAFF RECOMMENDATION:

Approve and insert the appointed names into the Resolution.

COMMISSION GOAL:

N/A

MOTION:

APPROVE THE RESOLUTION APPOINTING THE FOLLOWING MEMBERS TO THE FIREFIGHTERS PENSION FUND BOARD OF TRUSTEES.

ATTACHMENTS:

- Firefighters Pension Board Application - Sharon H. Miller - Nov. 2020 (PDF)
- Firefighters Pension Board Application - Laurie Taylor - Nov. 2020 (PDF)

Resolution No. 2020-68**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING TWO MEMBERS TO THE FIREFIGHTERS PENSION FUND BOARD OF TRUSTEES; SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBERS; AND PROVIDING FOR AN EFFECTIVE DATE.**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING TWO MEMBERS TO THE FIREFIGHTERS PENSION FUND BOARD OF TRUSTEES; SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with City Code Section 42-63, Board of Trustees, states the following: (a) The Board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the Holly Hill City Commission, and two of whom shall be members of the system, who shall be elected by a majority of the firefighters who are members of the system. The fifth trustee shall be chosen by a majority of the previous four trustees as provided herein, and such person's name shall be submitted to the Holly Hill City Commission. Upon receipt of the fifth person's name, the Holly Hill City Commission shall, as a ministerial duty, appoint such person to the board as a fifth trustee; and

WHEREAS, the Board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the Holly Hill City Commission.

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

SECTION 1. That the City Commission does hereby appoint the following individuals to the Firefighters Pension Fund Board of Trustees:

Sharon H. Miller

Commission Representative

Laurie Taylor

Commission Representative

SECTION 2. That the term for said members is set for two (2) years, expiring

Resolution 2020-68

Meeting of December 8, 2020

December 31, 2022.

SECTION 3. That this Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of DECEMBER, 2020.



ADVISORY BOARD APPOINTMENT APPLICATION FORM

PLEASE CHECK THE APPROPRIATE BOX(ES) OF INTEREST:

☐ Board of Planning & Appeals

☒ Firefighters Pension Fund Board of Trustees

☐ Police Pension Fund Board of Trustees

Name of Applicant: Sharon H Miller

Home Address: 553 6th St Holly Hill FL 32117

Phone: 386-795-0889

E-Mail Address: shmillers312@gmail.com

Are you a registered voter within the City of Holly Hill? ☒ Yes ☐ No

Is your primary residence in the City of Holly Hill? ☒ Yes ☐ No If so, how long? 77 yrs

Do you own and/or manage a business or property in the City of Holly Hill? ☒ Yes ☐ No If so, how long? 51 yrs

Are you employed in the City of Holly Hill?

NO - retired

Business/Employer Name and Address: _____

Business Phone: _____

Job Position / Occupation: _____

EDUCATION / EXPERIENCE

List all professional degrees, licenses and certificates: High School

Select **ALL** areas of special knowledge or expertise applicable to the board opening you are applying for from the following list:

- ☐ Banking / Finance
- ☐ Business Development
- ☐ Building / Construction
- ☐ Promotion Marketing
- ☐ Real Estate / Development
- ☐ Manufacturing / Industrial
- ☐ Industrial Training
- ☐ Landscaping
- ☐ Law / Contract Administration
- ☐ Operations of City Government
- ☐ Engineering
- ☐ Other

HOLLY HILL RECEIVED

NOV 12 2020

CITY CLERK DEPT.

Valerie Manning
2:15pm

How does your knowledge, skills ability or expertise pertain to the board position you are applying for?

To agree or disagree

Additional information Civic Activities, memberships, etc.

Why are you interested in serving on a City board?

To do something in the city I have lived in all my life

Have you attended one or more meetings of the board you are applying for? ☒ Yes ☐ No

Do you currently serve or have you ever served on a board in Holly Hill or any other government or private board?

☒ Yes ☐ No If so, which board?

Firefighters Pension Board of Trustees

How many years have you served on that board?

2 yrs this year

If this is a request for reappointment, how long have you served on this board?

yes, 2 yrs.

Other information you would like to provide:

PROFESSIONAL DRESS CODE POLICY

The City of Holly Hill expects board members to dress appropriately in business casual attire during all board meetings. Customers/Applicants make decisions about the quality of doing business with the City of Holly Hill and the services they receive based on their interaction with you as a board member.

Jeans, t-shirts, shirts without collars and footwear such as flip flops, sneakers, and sandals are NOT appropriate for business casual attire

I hereby acknowledge, in conjunction with the Board membership, that I understand the responsibilities and dress code policy associated with being a Board member and that I have adequate time to serve the City as a Board member. I will become familiar with and abide by the Florida Sunshine Law and I understand that all my comments as a Board member are a matter of public record. If applying for membership to a Pension Board or the Board of Planning and Appeals, I understand that I must file a *FORM 1 Statement of Financial Interest* disclosure each year and that filing late may result in a fine. My board application will be kept on file with the City Clerk for a period of two years from the date of submission.

Date:

Nov. 7, 2020

Signature:

Sharon H Miller



ADVISORY BOARD APPOINTMENT APPLICATION FORM

PLEASE CHECK THE APPROPRIATE BOX(ES) OF INTEREST:

☐ Board of Planning & Appeals

☒ Firefighters Pension Fund Board of Trustees
☐ Police Pension Fund Board of Trustees

Name of Applicant: LAURIE TAYLOR

Home Address: 153 LONGWOOD DR ORMOND BEACH 32176

Phone: 386 383 0951

E-Mail Address: taylorbearclaw@yahoo.com

Are you a registered voter within the City of Holly Hill? ☐ Yes ☒ No

Is your primary residence in the City of Holly Hill? ☐ Yes ☒ No If so, how long? _____

Do you own and/or manage a business or property in the City of Holly Hill? ☐ Yes ☒ No If so, how long? _____

Are you employed in the City of Holly Hill?

No

Business/Employer Name and Address: ANCHOR CERTIFIED PLANNERS

Business Phone: 386 615 7526

Job Position / Occupation: FINANCIAL ADVISER

EDUCATION / EXPERIENCE

List all professional degrees, licenses and certificates: SECURITIES LICENSES: SERIES 7, 6, 63
LIFE, HEALTH & ANNUITIES FROM STATE OF FLORIDA; CERTIFIED DIVORCE +66
FINANCIAL ADVISER

Select **ALL** areas of special knowledge or expertise applicable to the board opening you are applying for from the following list:

- ☒ Banking / Finance
- ☐ Business Development
- ☐ Building / Construction
- ☐ Promotion Marketing
- ☐ Real Estate / Development
- ☐ Manufacturing / Industrial
- ☐ Industrial Training
- ☐ Landscaping
- ☐ Law / Contract Administration
- ☐ Operations of City Government
- ☐ Engineering
- ☐ Other

How does your knowledge, skills ability or expertise pertain to the board position you are applying for?

My UNDERSTANDING OF INVESTMENTS WILL ASSIST WITH ~~THE~~ ^{How} THE PENSION BOARD IS INTERESTED

Additional information Civic Activities, memberships, etc. Holly Hill Chamber of Commerce Board (Secretary), Ormond Beach Leadership

Why are you interested in serving on a City board? I AM A PASSIONATE HOLLY HILL ADVOCATE + FEEL MY KNOWLEDGE CAN ASSIST THE PENSION BOARD

Have you attended one or more meetings of the board you are applying for? ☒ Yes ☐ No

Do you currently serve or have you ever served on a board in Holly Hill or any other government or private board?

☒ Yes ☐ No If so, which board?

Chamber of Commerce

How many years have you served on that board? 2

If this is a request for reappointment, how long have you served on this board? 1 1/2 yrs

Other information you would like to provide:

I ENJOY BEING A PART OF THIS BOARD + WOULD LIKE TO CONTINUE

PROFESSIONAL DRESS CODE POLICY

The City of Holly Hill expects board members to dress appropriately in business casual attire during all board meetings. Customers/Applicants make decisions about the quality of doing business with the City of Holly Hill and the services they receive based on their interaction with you as a board member.

Jeans, t-shirts, shirts without collars and footwear such as flip flops, sneakers, and sandals are NOT appropriate for business casual attire

I hereby acknowledge, in conjunction with the Board membership, that I understand the responsibilities and dress code policy associated with being a Board member and that I have adequate time to serve the City as a Board member. I will become familiar with and abide by the Florida Sunshine Law and I understand that all my comments as a Board member are a matter of public record. If applying for membership to a Pension Board or the Board of Planning and Appeals, I understand that I must file a *FORM 1 Statement of Financial Interest* disclosure each year and that filing late may result in a fine. My board application will be kept on file with the City Clerk for a period of two years from the date of submission.

Date: 11/19/20

Signature: Laurie Taylor

REVISED – October 2020

HOLLY HILL RECEIVED

NOV 19 2020

CITY CLERK DEPT.

Valerie Manning
10:00
am



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

**City Commission
Resolution**

4.2

MEETING DATE: December 8, 2020
FROM: Valerie Manning
SUBJECT: A Resolution of the City of Holly Hill, Florida, Appointing Two Members to the Police Pension Board of Trustees; Setting Forth the Term and Expiration Dates for Said Members; and Providing an Effective Date.
NUMBER: 2020-R-69
APPLICANT:
PLANNER:

DISCUSSION:

The Police Pension Board of Trustees shall consists of five members, two of whom, unless otherwise prohibited by law, shall be legal residents of the City of Holly Hill and must be appointed by the City Commission, and two of whom shall be police officers as defined in F.S. § 185.02, elected by a majority of the active police officers who are members of the plan. The fifth member shall be chosen by a majority of the stated four members, and such person's name shall be submitted to the City Commission. Upon receipt of the fifth person's name, the City Commission shall, as a ministerial duty, appoint such person to the board of trustees. The fifth member shall have the same rights as each of the other four members appointed or elected, shall serve as trustee for a period of two years, and may succeed himself or herself in office. Each resident member shall serve as trustee for a period of two years, unless sooner replaced by the legislative body at whose pleasure the member serves, and may succeed himself or herself as a trustee. Each police officer member shall serve as trustee for a period of two years, unless he or she sooner leaves the employment of the municipality as a police officer, whereupon a successor shall be chosen in the same manner as an original appointment. Each police officer may succeed himself or herself in office.

The terms for the current Police Pension Fund Board of Trustees are set to expire on December 31, 2020.

The following citizens of Holly Hill have submitted their applications for the City Commission's consideration to the board: Robert W. Taylor and Charles A. Sharp.

Terms for appointed new members will be for two years, expiring December 31, 2022.

FISCAL ANALYSIS:

There is no budgetary impact on the City. The item is neither an expenditure nor related to a revenue.

STAFF RECOMMENDATION:

Approve and insert the names into the Resolution.

COMMISSION GOAL:

N/A

MOTION:

**APPROVE TWO MEMBERS TO THE POLICE PENSION BOARD OF TRUSTEES
AND INSERTING THE NAMES INTO THE RESOLUTION.**

ATTACHMENTS:

- Police Pension Board Application - Robert W. Taylor - Nov. 2020 (PDF)
- Police Pension Board Application - Charlie Sharp - Nov. 2020 (PDF)

Resolution No. 2020-69**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING TWO MEMBERS TO THE POLICE PENSION BOARD OF TRUSTEES; SETTING FORTH THE TERM AND EXPIRATION DATES FOR SAID MEMBERS; AND PROVIDING AN EFFECTIVE DATE.**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING TWO MEMBERS TO THE POLICE PENSION BOARD OF TRUSTEES; SETTING FORTH THE TERM AND EXPIRATION DATES FOR SAID MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 42.86, City Code, the City of Holly Hill has a Police Pension Board as defined by Florida Statute Chapter 185; and

WHEREAS, the Board of Trustees shall consists of five members, two of whom, unless otherwise prohibited by law, shall be legal residents of the City of Holly Hill and must be appointed by the City Commission, and two of whom shall be police officers as defined in F.S., Section 185.02, elected by a majority of the active police officers who are members of the plan. The fifth member shall be chosen by a majority of the stated four members, and such person's name shall be submitted to the city commission. Upon receipt of the fifth person's name, the city commission shall, as a ministerial duty, appoint such person to the board of trustees. The fifth member shall have the same rights as each of the other four members appointed or elected, shall serve as trustee for a period of two years, and may succeed himself or herself in office. Each resident member shall serve as trustee for a period of two years, unless sooner replaced by the legislative body at whose pleasure the member serves, and may succeed himself or herself as a trustee. Each police officer member shall serve as trustee for a period of two years, unless he or she sooner leaves the employment of the municipality as a police officer, whereupon a successor shall be chosen in the same manner as an original appointment. Each police officer may succeed himself or herself in office.

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

SECTION 1. That the City Commission does hereby appoint the following individuals to the Police Pension Board of Trustees.

Robert W. Taylor

Commission Representative

Charlie Sharp

Commission Representative

SECTION 2. That the term for said members is set for two (2) years, expiring December 31, 2022.

SECTION 3. That this resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of DECEMBER, 2020.



ADVISORY BOARD APPOINTMENT APPLICATION FORM

PLEASE CHECK THE APPROPRIATE BOX(ES) OF INTEREST:

☐ Board of Planning & Appeals

☐ Firefighters Pension Fund Board of Trustees

☒ Police Pension Fund Board of Trustees

Name of Applicant: Robert W. Taylor

Home Address: 1200 Riverside Dr. Holly Hill, FL 32117

Phone: 386-795-2720

E-Mail Address: eastsidebob@sprynet.com

Are you a registered voter within the City of Holly Hill? ☒ Yes ☐ No

Is your primary residence in the City of Holly Hill? ☒ Yes ☐ No If so, how long? _____

Do you own and/or manage a business or property in the City of Holly Hill? ☐ Yes ☒ No If so, how long? _____

Are you employed in the City of Holly Hill?

No

Business/Employer Name and Address: Daytona Beach Police and Fire Pension

Business Phone: N/A

Job Position / Occupation: Retired Police Officer

EDUCATION / EXPERIENCE

List all professional degrees, licenses and certificates:

Daytona Beach Community College, University of Central Florida (BA), pension classes, minimum Police Standards plus many, connected classes

Select ALL areas of special knowledge or expertise applicable to the board opening you are applying for from the following list:

- ☐ Banking / Finance
- ☐ Business Development
- ☐ Building / Construction
- ☐ Promotion Marketing
- ☐ Real Estate / Development
- ☐ Manufacturing / Industrial
- ☐ Industrial Training
- ☐ Landscaping
- ☐ Law / Contract Administration
- ☐ Operations of City Government
- ☐ Engineering
- ☒ Other

Police management
was my BA major

How does your knowledge, skills ability or expertise pertain to the board position you are applying for?

I've had two classes for pension
management

Additional information Civic Activities, memberships, etc. _____

Why are you interested in serving on a City board? _____

The choice of living in Holly Hill was because I
worked in Holly Hill for over 12 years

Have you attended one or more meetings of the board you are applying for? ☒ Yes ☐ No

Do you currently serve or have you ever served on a board in Holly Hill or any other government or private board?

☒ Yes ☐ No If so, which board?

Pension Board

How many years have you served on that board? 6 years(?)

If this is a request for reappointment, how long have you served on this board? 6 years

Other information you would like to provide: _____

PROFESSIONAL DRESS CODE POLICY

The City of Holly Hill expects board members to dress appropriately in business casual attire during all board meetings. Customers/Applicants make decisions about the quality of doing business with the City of Holly Hill and the services they receive based on their interaction with you as a board member.

Jeans, t-shirts, shirts without collars and footwear such as flip flops, sneakers, and sandals are NOT appropriate for business casual attire

I hereby acknowledge, in conjunction with the Board membership, that I understand the responsibilities and dress code policy associated with being a Board member and that I have adequate time to serve the City as a Board member. I will become familiar with and abide by the Florida Sunshine Law and I understand that all my comments as a Board member are a matter of public record. If applying for membership to a Pension Board or the Board of Planning and Appeals, I understand that I must file a *FORM 1 Statement of Financial Interest* disclosure each year and that filing late may result in a fine. My board application will be kept on file with the City Clerk for a period of two years from the date of submission.

Date: November 12, 2020

Signature: _____

Robert W. Taylor

HOLLY HILL RECEIVED

Received Date in City Clerk's Office: NOV 12 2020

CITY CLERK DEPT.

Valerie Manning
2:30pm



ADVISORY BOARD APPOINTMENT APPLICATION FORM

PLEASE CHECK THE APPROPRIATE BOX(ES) OF INTEREST:

- ☐ Board of Planning & Appeals
 ☐ Firefighters Pension Fund Board of Trustees
☒ Police Pension Fund Board of Trustees

Name of Applicant: Charlie Sharp

Home Address: 1300 Riverside Drive, Holly Hill, FL 32117

Phone: (386) 846-3462

E-Mail Address: Superlate721@yahoo.com

Are you a registered voter within the City of Holly Hill? ☒ Yes ☐ No

Is your primary residence in the City of Holly Hill? ☒ Yes ☐ No If so, how long? _____

Do you own and/or manage a business or property in the City of Holly Hill? ☐ Yes ☒ No If so, how long? _____

Are you employed in the City of Holly Hill?
Retired from City of Holly Hill Police Department

Business/Employer Name and Address: _____

Business Phone: _____

Job Position / Occupation: Police Pension Board

EDUCATION / EXPERIENCE

List all professional degrees, licenses and certificates: High School Graduate and 1yr of college

Select **ALL** areas of special knowledge or expertise applicable to the board opening you are applying for from the following list:

- ☒ Banking / Finance
☐ Business Development
☐ Building / Construction
☐ Promotion Marketing
☒ Real Estate / Development
☐ Manufacturing / Industrial
☐ Industrial Training
☐ Landscaping
☐ Law / Contract Administration
☒ Operations of City Government
☐ Engineering
☐ Other

How does your knowledge, skills ability or expertise pertain to the board position you are applying for?

3 schools in Pension Board training
and many years of service on the board.

Additional information Civic Activities, memberships, etc.

Kiwanis

Why are you interested in serving on a City board?

To build the pension fund and paying retiree

Have you attended one or more meetings of the board you are applying for? ☒ Yes ☐ No

Do you currently serve or have you ever served on a board in Holly Hill or any other government or private board?

☒ Yes ☐ No If so, which board?

Police Pension

How many years have you served on that board? 10 to 14 yrs

If this is a request for reappointment, how long have you served on this board? 10 to 14 yrs

Other information you would like to provide:

PROFESSIONAL DRESS CODE POLICY

The City of Holly Hill expects board members to dress appropriately in business casual attire during all board meetings. Customers/Applicants make decisions about the quality of doing business with the City of Holly Hill and the services they receive based on their interaction with you as a board member.

Jeans, t-shirts, shirts without collars and footwear such as flip flops, sneakers, and sandals are NOT appropriate for business casual attire

I hereby acknowledge, in conjunction with the Board membership, that I understand the responsibilities and dress code policy associated with being a Board member and that I have adequate time to serve the City as a Board member. I will become familiar with and abide by the Florida Sunshine Law and I understand that all my comments as a Board member are a matter of public record. If applying for membership to a Pension Board or the Board of Planning and Appeals, I understand that I must file a *FORM 1 Statement of Financial Interest* disclosure each year and that filing late may result in a fine. My board application will be kept on file with the City Clerk for a period of two years from the date of submission.

Date: 11/16/2020

Signature: Charles A. Sharp

HOLLY HILL RECEIVED

NOV 16 2020

CITY CLERK DEPT,

Valerie Manning
4:30pm

REVISED – October 2020



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

**City Commission
Resolution**

4.3

MEETING DATE: December 8, 2020
FROM: Valerie Manning
SUBJECT: A Resolution of the City of Holly Hill, Florida, Appointing Members to the Board of Planning and Appeals and Setting Forth Term and Expiration Date for Said Members; and Providing for an Effective Date.
NUMBER: 2020-R-70
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill created a Board of Planning and Appeals for the purpose of hearing and deciding appeals in reference to Development Code Administration and to make recommendations to the City Commission in regards to ordinances, variance requests, zoning issues, the land development regulations, and to perform other related duties as defined by City Code in accordance with the Comprehensive Plan.

The Planning Board conducts public hearings as necessary for the drafting, establishment, and maintenance of the Comprehensive Plan and Land Development Code.

A board member must either be a resident of the city, either permanent or seasonal, or own a business located within the city limits, which means owning a majority (i.e. more than 50 percent) of the ownership interest of the business.

The current board members terms will expire December 31, 2020. The following individuals have submitted their applications to be considered to serve on the board: Michael M. Myer, Robin D. Hanger, Dennis Smith, Tony Cassata and Arthur J. Byrnes.

Terms of appointed board members will serve two years. Terms will expire December 31, 2022.

FISCAL ANALYSIS:

There is no budgetary impact on the City. The item is neither an expenditure nor related to a revenue.

STAFF RECOMMENDATION:

Approve and insert the appointed names into the Resolution.

COMMISSION GOAL:

N/A

MOTION:

APPROVE THE RESOLUTION APPOINTING MEMBERS TO THE BOARD OF PLANNING AND APPEALS AND SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBERS.

ATTACHMENTS:

- BOPA Application - Dennis Smith - Nov. 2020 (PDF)
- BOPA Application - Michael Myer - Nov. 2020 (PDF)
- BOPA Application - Robin D. Hanger - Nov. 2020(PDF)
- BOPA Application - Tony Cassata - Nov. 2020 (PDF)
- BOPA Application - Arthur J. Byrnes - Nov. 2020 (PDF)

Resolution No. 2020-70**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING MEMBERS TO THE BOARD OF PLANNING AND APPEALS AND SETTING FORTH TERM AND EXPIRATION DATE FOR SAID MEMBERS; AND PROVIDING FOR AN EFFECTIVE DATE.**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING MEMBERS TO THE BOARD OF PLANNING AND APPEALS AND SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill created a Board of Planning and Appeals for the purpose of hearing and deciding appeals in reference to Development Code Administration, and to make recommendations to the Commission in regards to variance requests, zoning issues, the land development regulations, and to perform other related duties as defined by City Code; and

WHEREAS, members of said board shall not be an elected City official or City employee; and

WHEREAS, members of said board shall either be a resident of the City or own a business within the City; and

WHEREAS, the terms of office for regular members of said board shall be two years.

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

SECTION 1. That the City Commission does hereby appoint the following individuals to the Board of Planning and Appeals:

<u>Dennis Smith</u>	Regular Member	Term Expires December 2020
<u>Michael Myer</u>	Regular Member	Term Expires December 2022
<u>Robin D. Hanger</u>	Regular Member	Term Expires December 2022
<u>Tony Cassata</u>	Regular Member	Term Expires December 2022
<u>Arthur J. Byrnes</u>	Regular Member	Term Expires December 2022

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

Resolution 2020-70

Meeting of December 8, 2020

adoption.

**APPROVED AND AUTHENTICATED on this 8th day of DECEMBER,
2020.**



ADVISORY BOARD APPOINTMENT APPLICATION FORM

PLEASE CHECK THE APPROPRIATE BOX(ES) OF INTEREST:

☒ Board of Planning & Appeals

☐ Firefighters Pension Fund Board of Trustees

☐ Police Pension Fund Board of Trustees

Name of Applicant: DENNIS SMITH

Home Address: 107 7th Street Holly Hill FL 32117

Phone: 845.499.4075

E-Mail Address: dsfdny@hotmail.com

Are you a registered voter within the City of Holly Hill? ☒ Yes ☐ No

Is your primary residence in the City of Holly Hill? ☒ Yes ☐ No If so, how long? _____

Do you own and/or manage a business or property in the City of Holly Hill? ☒ Yes ☐ No If so, how long? 3 years

Are you employed in the City of Holly Hill? NO

Business/Employer Name and Address: Mighty Mite Construction of NJ INC

Business Phone: 732.540.2815

Job Position / Occupation: owner

EDUCATION / EXPERIENCE

List all professional degrees, licenses and certificates:

state certified Building & Residential Contractor
Master Helical pile installer

Select **ALL** areas of special knowledge or expertise applicable to the board opening you are applying for from the following list:

- ☐ Banking / Finance
- ☐ Business Development
- ☒ Building / Construction
- ☐ Promotion Marketing
- ☐ Real Estate / Development
- ☐ Manufacturing / Industrial
- ☐ Industrial Training
- ☐ Landscaping
- ☐ Law / Contract Administration
- ☒ Operations of City Government
- ☒ Engineering
- ☐ Other

HOLLY HILL RECEIVED

NOV 05 2020

CITY CLERK DEPT.

Valerie Manning
2:25pm

How does your knowledge, skills ability or expertise pertain to the board position you are applying for?

33 years as a construction business owner with knowledge in ALL Aspects including architect and engineers drawings make me very skilled to be of positive use to this board

Additional information Civic Activities, memberships, etc.

Why are you interested in serving on a City board?

I have made a positive impact decision making & Sharing my knowledge for benefit of the town & townspeople

Have you attended one or more meetings of the board you are applying for? ☒ Yes ☐ No

Do you currently serve or have you ever served on a board in Holly Hill or any other government or private board?

☒ Yes ☐ No If so, which board?

Planning & Zoning

How many years have you served on that board? 2 years

If this is a request for reappointment, how long have you served on this board? 2 years

Other information you would like to provide:

I'm perfectly suited for the job

PROFESSIONAL DRESS CODE POLICY

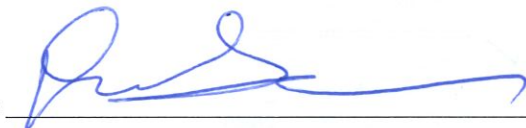
The City of Holly Hill expects board members to dress appropriately in business casual attire during all board meetings. Customers/Applicants make decisions about the quality of doing business with the City of Holly Hill and the services they receive based on their interaction with you as a board member.

Jeans, t-shirts, shirts without collars and footwear such as flip flops, sneakers, and sandals are NOT appropriate for business casual attire

I hereby acknowledge, in conjunction with the Board membership, that I understand the responsibilities and dress code policy associated with being a Board member and that I have adequate time to serve the City as a Board member. I will become familiar with and abide by the Florida Sunshine Law and I understand that all my comments as a Board member are a matter of public record. If applying for membership to a Pension Board or the Board of Planning and Appeals, I understand that I must file a *FORM 1 Statement of Financial Interest* disclosure each year and that filing late may result in a fine. My board application will be kept on file with the City Clerk for a period of two years from the date of submission.

Date: 11/2/2020

Signature:





ADVISORY BOARD APPOINTMENT APPLICATION FORM

PLEASE CHECK THE APPROPRIATE BOX(ES) OF INTEREST:

☒ Board of Planning & Appeals

☐ Firefighters Pension Fund Board of Trustees

☐ Police Pension Fund Board of Trustees

Name of Applicant:

Michael M. Myer

Home Address:

1702 Buena Vista Ave Holly Hill 32117

Phone:

386 255-6304

E-Mail Address:

mmyer4006@gmail.com

Are you a registered voter within the City of Holly Hill? ☒ Yes ☐ No

Is your primary residence in the City of Holly Hill? ☒ Yes ☐ No If so, how long? _____

Do you own and/or manage a business or property in the City of Holly Hill? ☒ Yes ☐ No If so, how long? 37 years

Are you employed in the City of Holly Hill?

Yes

Business/Employer Name and Address:

Myer Land Surveying, Inc.

Business Phone:

386 255-6304

Job Position / Occupation:

President / Professional Land Surveyor

EDUCATION / EXPERIENCE

List all professional degrees, licenses and certificates:

BHS University of Florida
Licensed Land Surveyor since Jan 1983

Select **ALL** areas of special knowledge or expertise applicable to the board opening you are applying for from the following list:

- ☐ Banking / Finance
- ☒ Business Development
- ☒ Building / Construction
- ☒ Promotion Marketing
- ☒ Real Estate / Development
- ☐ Manufacturing / Industrial
- ☐ Industrial Training
- ☐ Landscaping
- ☐ Law / Contract Administration
- ☐ Operations of City Government
- ☐ Engineering
- ☒ Other

HOLLY HILL RECEIVED

NOV 04 2020

CITY CLERK DEPT.

Valerie Manning
8:00 am

How does your knowledge, skills ability or expertise pertain to the board position you are applying for?

Yes

Additional information Civic Activities, memberships, etc.

Why are you interested in serving on a City board?

I want to give back to the City that is my home

Have you attended one or more meetings of the board you are applying for? ☒ Yes ☐ No

Do you currently serve or have you ever served on a board in Holly Hill or any other government or private board?

☒ Yes ☐ No If so, which board?

BOPA

How many years have you served on that board? 12-14

If this is a request for reappointment, how long have you served on this board? 12-14

Other information you would like to provide:

PROFESSIONAL DRESS CODE POLICY

The City of Holly Hill expects board members to dress appropriately in business casual attire during all board meetings. Customers/Applicants make decisions about the quality of doing business with the City of Holly Hill and the services they receive based on their interaction with you as a board member.

*Jeans, t-shirts, shirts without collars and footwear such as flip flops, sneakers, and sandals are **NOT** appropriate for business casual attire*

I hereby acknowledge, in conjunction with the Board membership, that I understand the responsibilities and dress code policy associated with being a Board member and that I have adequate time to serve the City as a Board member. I will become familiar with and abide by the Florida Sunshine Law and I understand that all my comments as a Board member are a matter of public record. If applying for membership to a Pension Board or the Board of Planning and Appeals, I understand that I must file a *FORM 1 Statement of Financial Interest* disclosure each year and that filing late may result in a fine. My board application will be kept on file with the City Clerk for a period of two years from the date of submission.

Date:

11/3/20

Signature:

Michael M. Myer



ADVISORY BOARD APPOINTMENT APPLICATION FORM

PLEASE CHECK THE APPROPRIATE BOX(ES) OF INTEREST:

- ☒ Board of Planning & Appeals
 ☐ Firefighters Pension Fund Board of Trustees
☐ Police Pension Fund Board of Trustees

Name of Applicant: Robin Hanger
 Home Address: 929 STATE AVE HOLLY HILL FL 32111
 Phone: 386 566 1505
 E-Mail Address: ROBIN@BESTPRICETRAILERS.COM

Are you a registered voter within the City of Holly Hill? ☒ Yes ☐ No

Is your primary residence in the City of Holly Hill? ☒ Yes ☐ No If so, how long? _____

Do you own and/or manage a business or property in the City of Holly Hill? ☒ Yes ☐ No If so, how long? 20+ years

Are you employed in the City of Holly Hill? No

Business/Employer Name and Address: THE CAR SHOP 950 RIDGEWOOD AVE

Business Phone: 386 277 1348 HOLLY HILL FL 32111

Job Position / Occupation: OWNER AUTOMOTIVE REPAIR

BUSINESS + OF TRAILERS, PARTS + SERV BUSN

EDUCATION / EXPERIENCE

List all professional degrees, licenses and certificates: _____

DEPT OF MOTOR VEHICLE LICENSE
AUTOMOTIVE BUSINESS LICENSE MV

Select **ALL** areas of special knowledge or expertise applicable to the board opening you are applying for from the following list:

- ☐ Banking / Finance
☒ Business Development
☒ Building / Construction
☒ Promotion Marketing
☒ Real Estate / Development
☒ Manufacturing / Industrial
☐ Industrial Training
☒ Landscaping
☐ Law / Contract Administration
☒ Operations of City Government
☐ Engineering
☐ Other

HOLLY HILL RECEIVED

NOV 03 2020

CITY CLERK DEPT.

Valerie Manning
11:00 AM

How does your knowledge, skills ability or expertise pertain to the board position you are applying for?

Development of The City + past Board Member

Additional information Civic Activities, memberships, etc.

City of Holly Hill Planning Board

Why are you interested in serving on a City board?

I live in Holly Hill + my businesses are in Holly Hill + Real estate properties I lease in Holly Hill + am interested in the growth of Holly Hill + presentation for newcomers + growth

Have you attended one or more meetings of the board you are applying for? ☒ Yes ☐ No

Do you currently serve or have you ever served on a board in Holly Hill or any other government or private board?

☒ Yes ☐ No If so, which board?

BOPA

How many years have you served on that board?

2 yr

If this is a request for reappointment, how long have you served on this board?

yes (2 yr)

Other information you would like to provide:

BORN IN DAYTONA live in Holly Hill

PROFESSIONAL DRESS CODE POLICY

The City of Holly Hill expects board members to dress appropriately in business casual attire during all board meetings. Customers/Applicants make decisions about the quality of doing business with the City of Holly Hill and the services they receive based on their interaction with you as a board member.

Jeans, t-shirts, shirts without collars and footwear such as flip flops, sneakers, and sandals are NOT appropriate for business casual attire

I hereby acknowledge, in conjunction with the Board membership, that I understand the responsibilities and dress code policy associated with being a Board member and that I have adequate time to serve the City as a Board member. I will become familiar with and abide by the Florida Sunshine Law and I understand that all my comments as a Board member are a matter of public record. If applying for membership to a Pension Board or the Board of Planning and Appeals, I understand that I must file a *FORM 1 Statement of Financial Interest* disclosure each year and that filing late may result in a fine. My board application will be kept on file with the City Clerk for a period of two years from the date of submission.

Date:

Nov 2 2020

Signature:

Robin D. Hanger



ADVISORY BOARD APPOINTMENT APPLICATION FORM

PLEASE CHECK THE APPROPRIATE BOX(ES) OF INTEREST:

- | | |
|--|--|
| ☐ Board of Planning & Appeals | ☐ Firefighters Pension Fund Board of Trustees |
| ☐ | ☐ Police Pension Fund Board of Trustees |

Name of Applicant: Tony Cassata

Home Address: 7 Echowoodway

Phone: 386 405-6602

E-Mail Address: TonyCCBSR Games.com

Are you a registered voter within the City of Holly Hill? ☐ Yes ☒ No

Is your primary residence in the City of Holly Hill? ☐ Yes ☒ No If so, how long? _____

Do you own and/or manage a business or property in the City of Holly Hill? ☒ Yes ☐ No If so, how long? _____

Are you employed in the City of Holly Hill? YES

Business/Employer Name and Address: Bob's Space Racers

Business Phone: 386 677 0761

Job Position / Occupation: Operations Mgr

EDUCATION / EXPERIENCE

List all professional degrees, licenses and certificates: _____

Select **ALL** areas of special knowledge or expertise applicable to the board opening you are applying for from the following list:

- ☐ Banking / Finance
- ☒ Business Development
- ☒ Building / Construction
- ☒ Promotion Marketing
- ☒ Real Estate / Development
- ☒ Manufacturing / Industrial
- ☒ Industrial Training
- ☒ Landscaping
- ☐ Law / Contract Administration
- ☐ Operations of City Government
- ☐ Engineering
- ☐ Other

HOLLY HILL RECEIVED

NOV 04 2020

CITY CLERK DEPT.

Valerie Manning
8:00 am

How does your knowledge, skills ability or expertise pertain to the board position you are applying for?

Additional information Civic Activities, memberships, etc. BOARD OF DIRECTORS OABA
VOLUSIA COUNTY AFFORDABLE HOUSING ACT.

Why are you interested in serving on a City board? BETTER HOLLY HILL

Have you attended one or more meetings of the board you are applying for? ☒ Yes ☐ No

Do you currently serve or have you ever served on a board in Holly Hill or any other government or private board?

☒ Yes ☐ No If so, which board?

BOARD OF PLANNING

How many years have you served on that board? 2

If this is a request for reappointment, how long have you served on this board? 2

Other information you would like to provide:

PROFESSIONAL DRESS CODE POLICY

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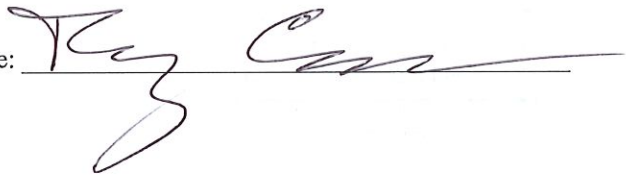
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Date:

Nov. 4 2020

Signature:





ADVISORY BOARD APPOINTMENT APPLICATION FORM

PLEASE CHECK THE APPROPRIATE BOX(ES) OF INTEREST:

- ☒ Board of Planning & Appeals
 ☐ Firefighters Pension Fund Board of Trustees
☐ Police Pension Fund Board of Trustees

Name of Applicant: ARTHUR J. BYRNES
 Home Address: 294 JERRY AVE HOLLY HILL, FL 32117
 Phone: 386-506-7682
 E-Mail Address: ARTHURJB1@GMAIL.COM

Are you a registered voter within the City of Holly Hill? ☒ Yes ☐ No

Is your primary residence in the City of Holly Hill? ☒ Yes ☐ No If so, how long? _____

Do you own and/or manage a business or property in the City of Holly Hill? ☒ Yes ☐ No If so, how long? _____

Are you employed in the City of Holly Hill? NO

Business/Employer Name and Address: SELF

Business Phone: _____

Job Position / Occupation: MEDICAL COUNSEL, REAL ESTATE PHOTOGRAPHY

EDUCATION / EXPERIENCE

List all professional degrees, licenses and certificates: BSCS, MS, PhD
FCC LICENSE

Select ALL areas of special knowledge or expertise applicable to the board opening you are applying for from the following list:

- ☐ Banking / Finance
- ☐ Business Development
- ☒ Building / Construction
- ☐ Promotion Marketing
- ☒ Real Estate / Development
- ☒ Manufacturing / Industrial
- ☐ Industrial Training
- ☐ Landscaping
- ☐ Law / Contract Administration
- ☒ Operations of City Government
- ☒ Engineering
- ☐ Other

How does your knowledge, skills ability or expertise pertain to the board position you are applying for?

Additional information Civic Activities, memberships, etc. PRESIDENT DAYTON BEACH RADIO ASSN

Why are you interested in serving on a City board? I HAVE A CALLING FOR PUBLIC SERVICE

Have you attended one or more meetings of the board you are applying for? ☒ Yes ☐ No

Do you currently serve or have you ever served on a board in Holly Hill or any other government or private board?

☒ Yes ☐ No If so, which board?

BOARD OF PLANNING AND APPEALS

How many years have you served on that board? 2

If this is a request for reappointment, how long have you served on this board? 2

Other information you would like to provide:

PROFESSIONAL DRESS CODE POLICY

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Jeans, t-shirts, shirts without collars and footwear such as flip flops, sneakers, and sandals are NOT appropriate for business casual attire

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Date: 11/17/2020

Signature: 

HOLLY HILL RECEIVED

NOV 17 2020

CITY CLERK DEPT.

Valerie Manning
2:45pm



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

**City Commission
Resolution**

4.4

MEETING DATE: December 8, 2020
FROM: Joseph Forte
SUBJECT: A Resolution of the City of Holly Hill, Florida, Adopted Pursuant to Section 30-71 of the Code of Ordinances to Approve the Contract and Authorize the City Manager to Execute Department of Corrections Contract Number W1191, and Addendum “A” to the Contract Allowing Florida Department of Corrections to Provide an Inmate Labor Work Squad(S) for the Three Year Contract Period Ending to April 8, 2024 Without Complying with the Formal Purchasing Procedure; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.

NUMBER: 2020-R-71
APPLICANT:
PLANNER:

DISCUSSION:

The City currently has a contract with the Florida Department of Corrections for an inmate work squad. Department of Corrections Contract Number WS962 between Tomoka Correctional Institute and the City of Holly Hill, expires on April 8, 2021. This work squad is utilized to perform mowing and landscaping at various City facilities, stormwater retention areas and right of way locations.

The Department of Corrections has provided a NEW Contract (W1191) with Contract term ending on April 8, 2024. As with previous contracts, there is no requirement that the DOC provides a certain number of inmates as a work crew. The city gets 1 work squad of up to 8 inmates, but there is no minimum number of inmates. However, the city is only paying for the supervisor and not any compensation for inmates. The DOC will not guarantee a minimum number due to other circumstances that may take the inmates from this job to other requirements the inmate has such an education or rehab services.

There is a provision that the DOC is responsible for capturing any escaped inmate and the DOC does in fact have insurance to cover this situation and other damages.

FISCAL ANALYSIS:

The contract amount is \$57,497 annually.

This item is funded in the current fiscal year budget. Future years will be contingent upon

annual appropriation of funds for this contract.

STAFF RECOMMENDATION:

Approve the contract extension and authorize the City Manager to execute the Department of Corrections Contract Number W1191 allowing Florida Department of Corrections to provide an inmate labor work squad(s) for the three year contract period ending to April 8, 2024.

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.

MOTION:

APPROVE THE RESOLUTION AND THE CONTRACT, WITHOUT COMPLYING WITH THE FORMAL PURCHASING PROCEDURE, AND AUTHORIZE THE CITY MANAGER TO EXECUTE DEPARTMENT OF CORRECTIONS CONTRACT NUMBER W1191, AND ADDENDUM “A” TO THE CONTRACT ALLOWING FLORIDA DEPARTMENT OF CORRECTIONS TO PROVIDE AN INMATE LABOR WORK SQUAD(S) FOR THE THREE YEAR CONTRACT PERIOD ENDING TO APRIL 8, 2024.

ATTACHMENTS:

- W1191 Unexecuted Letter (PDF)
- Dept of Corrections W1191 Addendum A (PDF)
- Dept of Corrections Contract W1191 April 2021- April 2024 (PDF)

Resolution No. 2020-71

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTED PURSUANT TO SECTION 30-71 OF THE CODE OF ORDINANCES TO APPROVE THE CONTRACT AND AUTHORIZE THE CITY MANAGER TO EXECUTE DEPARTMENT OF CORRECTIONS CONTRACT NUMBER W1191, AND ADDENDUM "A" TO THE CONTRACT ALLOWING FLORIDA DEPARTMENT OF CORRECTIONS TO PROVIDE AN INMATE LABOR WORK SQUAD(S) FOR THE THREE YEAR CONTRACT PERIOD ENDING TO APRIL 8, 2024 WITHOUT COMPLYING WITH THE FORMAL PURCHASING PROCEDURE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTED PURSUANT TO SECTION 30-71 OF THE CODE OF ORDINANCES TO APPROVE THE CONTRACT AND AUTHORIZE THE CITY MANAGER TO EXECUTE DEPARTMENT OF CORRECTIONS CONTRACT NUMBER W1191, AND ADDENDUM "A" TO THE CONTRACT ALLOWING FLORIDA DEPARTMENT OF CORRECTIONS TO PROVIDE AN INMATE LABOR WORK SQUAD(S) FOR THE THREE YEAR CONTRACT PERIOD ENDING TO APRIL 8, 2024 WITHOUT COMPLYING WITH THE FORMAL PURCHASING PROCEDURE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City has historically utilized inmate labor pursuant to a contract the Florida Department of Corrections; and

WHEREAS, the inmate labor provides a cost effective methodology for the City; and

WHEREAS, the City entered into contract WS962 with the Florida Department of Corrections on January 13, 2015, which had an effective date of April 8, 2015 and has used all of the allowable extensions; and

WHEREAS, the City would like to enter into a new contract W1191 with the Florida Department of Corrections without going through the formal bidding process; and

WHEREAS, the Agreement and Addendum "A" contain the entire agreement; and

WHEREAS, Section 30-71 of the Code of Ordinances allows the purchase of services without following the formal purchasing procedures under certain situations; and

WHEREAS, this Contract may be renewed for up to an additional three (3) year term, in whole or part, after the initial Contract term, and upon the same terms and conditions contained herein.

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

SECTION 1. Pursuant to Section 30-71 the City Commission hereby waives the formal bidding procedure and authorizes the Mayor and City Manager execute the Department of Corrections contract number W1191 and Addendum “A” to the contract allowing Florida Department of Corrections to provide an inmate labor work squad(s) for a three year period ending to April 8, 2024.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, 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 resolutions made in conflict with this Resolution are hereby repealed.

SECTION 4. That this Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of DECEMBER, 2020.



FLORIDA
DEPARTMENT of
CORRECTIONS

501 South Calhoun Street, Tallahassee, FL 32399-2500

Governor

RON DESANTIS

Secretary

MARK S. INCH

<http://www.dc.state.fl.us>

November 10, 2020

Joseph Forte
City of Holly Hill
1065 Ridgeway Avenue
Holly Hill, Florida 32117
Telephone: (386) 248-9425

RE: Work Squad Contract #W1191

Dear Sir or Madam:

Attached for signature is original in PDF format of Work Squad Contract #W1191 between the Florida Department of Corrections and your organization. This Contract will begin on April 9, 2021 or when signed by both parties, whichever is latter and will end on April 8, 2024.

To provide a seamless transition in contracting, **please print two (2) copies of the attached original work squad contract and have the two (2) originals signed and returned to this office, via Express Mail, as soon as possible.** Once the Work Squad Contract has been executed by the Department, one (1) executed original of the Work Squad Contract will be returned to you by Express Mail.

The address to return the Contract via express mail is:

Florida Department of Corrections
Bureau of Procurement
Attention: Mrs. Cristy Martin
501 South Calhoun Street
Tallahassee, Florida 32399-2500

As a reminder, please be advised:

- to include the Work Squad Contract number (W1191) on all associated invoices and correspondence;
- that changes to the scope of services or changes in pricing cannot be made except through a formal Contract amendment, executed by both parties, and issued by this office;
- that services may not be provided after the expiration date unless the Work Squad Contract has been renewed or extended through a formal renewal/extension, executed by both parties and issued by this office; and
- invoices may be submitted after the expiration date for services properly provided up to and including the expiration date of the Work Squad Contract.

If there are any questions, please call me at (850) 717-3661.

Sincerely,

Mrs. Cristy Martin

Mrs. Cristy Martin
Purchasing Analyst
Bureau of Procurement

Addendum A
Inmate Work Squad Detail of Costs for the City of Holly Hill
Interagency Contract Number W1191 effective April 9, 2021

ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY

**I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES
TO BE REIMBURSED BY THE AGENCY:**

			Per Officer Annual Cost	Total Annual Cost
Officers Salary	# Officers: Multiplier	1	\$ 54,194.00 **	\$ 54,194.00
Salary Incentive Payment			\$ 1,128.00	\$ 1,128.00
Repair and Maintenance			\$ 121.00	\$ 121.00
State Personnel Assessment			\$ 354.00	\$ 354.00
Training/Criminal Justice Standards			\$ 200.00	\$ 200.00
Uniform Purchase			\$ 400.00	\$ 400.00
Uniform Maintenance			\$ 350.00	\$ 350.00
Training/Criminal Justice Standards *			\$ 2,225.00	
TOTAL - To Be Billed By Contract To Agency			<u>\$ 58,972.00</u>	<u>\$ 56,747.00</u>

*Cost limited to first year of contract as this is not a recurring personnel/position cost.

** Annual cost does not include overtime pay.

- IA. **The Overtime Hourly Rate of Compensation for this Contract is \$31.85, if applicable.** (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

Costs include but may not be limited to the following:
 Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

TOTAL - To Be Billed By Contract To Agency

Number Squads	Total Annual Cost
1	\$ 750.00
TOTAL - To Be Billed By Contract To Agency	
	<u>\$ 750.00</u>

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES ☒ NO ☐
 ENCLOSED TRAILER REQUIRED: YES ☒ NO ☐

Addendum A
Inmate Work Squad Detail of Costs for the City of Holly Hill
Interagency Contract Number W1191 effective April 9, 2021

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:

		Per Unit Cost	Number of Units
Hand Held Radio	MACOM	\$4969.00	
Vehicle Mounted Radio	MACOM	\$5400.00	1
TOTAL Operating Capital To Be Advanced By Agency			

Total Cost
\$ -
\$ -
\$ -

Bill To Agency	Provided By Agency	Already Exists
☐	☐	☐
☐	☐	☒

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:

1. Operating Capital - from Section IV.
2. **Grand Total - To Be Advanced By Agency At Contract Signing:**

Total Cost
\$0.00
\$0.00

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:

1. Correctional Officer Salaries and Position-Related Expenses - from Section I.
2. Other Related Expenses and Security Supplies - from Section II.
3. **Grand Total - To Be Billed To Agency By Contract:**

Total Cost
\$56,747.00
\$750.00
\$57,497.00

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:
(Total of Sections V. and VI.)

\$57,497.00

VIII. OVERTIME COSTS:

If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for the City of Holly Hill
Interagency Contract Number W1191 effective April 9, 2021

- Section I.** Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".
- Section II.** Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.
- Section III.** Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.
- Section IV.** The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.
NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.
- Section V.** The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.
- Section VI.** The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.
- Section VII.** The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.
- Section VIII.** Any agreement in this area will be billed separately as charges are incurred.

CONTRACT BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS
AND
CITY OF HOLLY HILL

This Contract is between the Florida Department of Corrections (“Department”) and the City of Holly Hill (“Agency”), which are the parties hereto.

WITNESSETH

WHEREAS, Sections 944.10(7) and 946.40, Florida Statutes (F.S.), and Rules 33-601.201 and 33-601.202, Florida Administrative Code (F.A.C.), provide for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the Department’s staff; and

WHEREAS, the Agency is a qualified and willing participant with the Department to contract for inmate work squad(s).

THEREFORE, the parties hereto find it to be in their best interests to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

I. CONTRACT TERM/RENEWAL

A. Contract Term

This Contract shall begin on April 9, 2021, or the last date of signature by all parties, whichever is later.

This Contract shall end on April 8, 2024.

B. Contract Renewal

This Contract may be renewed for up to an additional three (3) year term, in whole or part, after the initial Contract term, and upon the same terms and conditions contained herein. This Contract renewal is at the Agency’s discretion with the concurrence of the Department. The decision to exercise the option to renew should be made no later than 60 calendar days prior to this Contract’s expiration.

II. SCOPE OF CONTRACT

A. Administrative Functions

1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by an inmate(s) performing services under this Contract.

2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.
3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

B. Description of Services

1. Responsibilities of the Department

- a. Pursuant to Rule 33-601.202(2)(a), F.A.C., supervision of the work squad(s) will be provided by the Department. The Department shall provide one (1) Correctional Work Squad Officer position to supervise an inmate work squad. This Contract provides for one (1) work squad of up to eight (8) inmates.
- b. The Department shall ensure the availability of the work squad(s) except: when weather conditions are such that to check the squad(s) out would breach good security practices; when the absence of the Correctional Work Squad Officer is necessary for reasons of required participation in training or approved use of leave; when the officer's presence is required at the institution to assist with an emergency situation; when the officer is ill; or when the Correctional Work Squad Officer position is vacant. In the event a position becomes vacant, the Department shall make every effort to fill the position(s) within five (5) business days.
- c. For security and other reasons, the Department shall keep physical custody of the vehicle furnished by the Agency. Unless otherwise specified, the Agency shall maintain physical custody of all Agency trailers, all tools, equipment, supplies, materials, and personal work items (gloves, boots, hard hats, etc.) furnished to the Department by the Agency. The Agency is responsible for the maintenance of all furnished equipment.
- d. In the event of damage to property as a result of an accident charged to a Department employee or blatant acts of vandalism by inmates, or loss of tools and equipment, the Agency may request that the Department replace or repair to previous condition the damaged or lost property.
- e. The Department shall be reimbursed by the Agency for the Department's costs associated with this Contract in accordance with **Addendum A**. Once the Agency reimburses the Department for the costs reflected on **Addendum A**, Section II., these items will be placed on the Department's property records, as appropriate, and upon the end or termination of this Contract such items will be transferred to the Agency.
- f. The Department shall, to the maximum extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.
- g. The Department shall provide food and drinks for inmates' lunches.
- h. The Department shall be responsible for the apprehension of an escapee and handling of problem inmates. The Department shall provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.

- i. The Department shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.
 - j. The Department shall provide for medical treatment of ill or injured inmates and transportation of such inmates.
 - k. The Department shall provide inmates with all personal items of clothing appropriate for the season of the year.
 - l. The Department shall be responsible for driving the Correctional Work Squad Officer and the inmates to and from the work site.
 - m. Both parties agree that the Department is making no representations as to the level of skills of the work squad.
2. Responsibilities of the Agency
- a. The Agency shall periodically provide the Department's Contract Manager, or designee, with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the Department.
 - b. If required, the Agency shall obtain licenses or permits for the work to be performed. The Agency shall provide supervision and guidance for projects that require a permit or which require technical assistance to complete the project.
 - c. The Agency shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental Agency, or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.
 - d. The Agency shall retain ownership of any vehicles or equipment provided by the Agency for the work squad(s). The Agency shall maintain its own inventory of transportation, tools, and equipment belonging to the Agency.
 - e. The Agency shall provide vehicles for transportation of the work squad(s) and is responsible for the maintenance of said vehicle.

3. Communications Equipment

It is the intent of this Contract that the work squad(s) maintains communication with the institution at all times. A method of communication (radios, cellular phone, etc.), shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Department's Contract Manager, or designee, in writing, prior to assignment of the work squad(s). Depending upon the method of communication provided, the Department's Contract Manager, or designee, may require a secondary or back-up method of communication.

All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department, at no cost to the Agency, upon the end or termination of this Contract. Under no circumstances shall the Agency accept the return of radio communications equipment provided to the Department

under this Contract until such time as the radio communications equipment has been deprogrammed by the Department.

At the end or termination of this Contract, the Department's Contract Manager, or designee, will contact the Department's Utility Systems/Communications Engineer in the Office of Institutions to effectuate the deprogramming of radio communications equipment provided by the Agency.

a. Vehicle Mounted Radios:

Vehicles provided by the Agency, that are or that will be equipped with a mobile/vehicle mounted radio programmed to the Department's radio frequency(ies), will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. Hand-Held Radios:

Hand-held radios provided by the Agency, that are or that will be programmed to the Department's radio frequency(ies), will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for maintenance and/or repair. The use of any hand-held radio(s) provided by the Agency that is programmed to a Department radio frequency utilized by the Agency during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

c. Cellular Phones:

Cellular phones may be utilized by the Correctional Work Squad Officer as either a primary or secondary means of communication as approved by the Department's Contract Manager, or designee. The Department's Contract Manager, or designee, shall designate whether the usage of a cellular phone is required on **Addendum A**. The cellular phone will be retained by the Department and, upon the end or termination of this Contract, returned to the Agency. The use of the cellular phone is not authorized for any purposes other than as indicated in this Contract.

4. Other Equipment

The Department's Contract Manager, or designee, shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract, and shall notify the Agency if a trailer is necessary. The Department's Contract Manager, or designee, shall designate whether the usage of an enclosed trailer is required on **Addendum A**.

If a trailer is required, it will be provided by the Agency at no cost to the Department. If the Department is to maintain control of the trailer when the work squad(s) is not working, the Agency shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the trailer. The Department shall maintain an inventory of all property, expendable and non-expendable, which is in the custody and control of the Department. Upon the end or termination of this Contract, the trailer and any non-expendable items will be returned to the Agency.

III. COMPENSATION

A. Payment to the Department

1. **Total Operating Capital To Be Advanced By The Agency**, as delineated in Section IV., of **Addendum A**, shall be due and payable upon execution of this Contract. The Department will not proceed with the purchase until payment, in full, has been received and processed by the Department's Bureau of Finance and Accounting. Delays in receipt of these funds may result in start-up postponement or interruption of the services provided by the work squad.
2. **Total Costs To Be Billed To The Agency By Contract**, as delineated in Section VI., of **Addendum A**, will be made quarterly, in advance, with the first payment equaling one-fourth (1/4) of the total amount, due within two (2) weeks after the effective date of this Contract. The second quarterly payment is due no later than the 20th calendar day of the last month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20th calendar day of the last month of the preceding Contract quarter.
3. In the event the Correctional Work Squad Officer position becomes vacant and remains vacant for a period of more than five (5) business days, the next or subsequent billing will be adjusted by the Department for services not provided.
4. The Agency shall insure any vehicles owned by the Agency used under this Contract.
5. The rate of compensation shall remain in effect through the term of this Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in **Addendum A**, this Contract shall be amended to adjust to such new rates.

B. Official Payee

The name and address of the Department's official payee to whom payment shall be made is as follows:

Florida Department of Corrections
Bureau of Finance and Accounting
Attn: Professional Accountant Supervisor
Centerville Station
Call Box 13600
Tallahassee, Florida 32317-3600

C. Submission of Invoice(s)

The name, address, and phone number of the Agency's official representative to whom invoices shall be submitted is:

Jacquelyn Maswary, Public Works Director
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117
Phone: (386)248-9463
Fax: (386)248-9499
Email: jmaswary@hollyhillfl.org

IV. CONTRACT MANAGEMENT

The Department will be responsible for the project management of this Contract. The Department has assigned the following named individuals, addresses, and phone numbers as indicated, as the Department's Contract Manager and the Department's Contract Administrator for the Project.

A. Department's Contract Manager

The Department's Field Office Manager of Martin Correctional Institution is designated as the Department's Contract Manager and is responsible for enforcing performance of this Contract terms and conditions and shall serve as a liaison with the Agency. The title, address, and telephone number of the Department's Contract Manager for this Contract is:

Field Office Manager
Tomoka Correctional Institution
3950 Tiger Bay Road
Daytona Beach, Florida 32124
Telephone: (386) 254-2673
Email: Donna.Wilkins@fdc.myflorida.com

B. Department's Contract Administrator

The Department's Contract Administrator is responsible for maintaining a Contract file on this Contract service and will serve as a liaison with the Department's Contract Manager.

The title, address, and telephone number of the Department's Contract Administrator for this Contract is:

Contract Administrator
Bureau of Procurement
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3681
Fax: (850) 488-7189

C. Agency's Representative

The name, address, and telephone number of the Agency's Representative is:

Joseph Forte, City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117
Phone: (386) 248-9425
Fax: (386) 248-9448
Email: jforte@hollyhillfl.org

D. Changes to Designees

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be provided, in writing, to the other party and said notification attached to originals of this Contract.

V. CONTRACT MODIFICATION

Unless otherwise stated herein, modifications to provisions of this Contract shall only be valid when they have been provided, in writing, and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations, or increases/decreases in allocations make changes to this Contract necessary.

VI. TERMINATION/CANCELLATION

This Contract may be terminated by either party upon no less than 30 calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the Department will be paid for all costs incurred and hours worked up to the time of termination. The Department shall reimburse the Agency any advance payments, prorated as of the last day worked.

VII. CONDITIONS

A. Records

The Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119 and Section 945.10, F.S., made or received by the Agency in conjunction with this Contract. The Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Contract.

B. Annual Appropriation

The Department's performance under this Contract is contingent upon an annual appropriation by the legislature. It is also contingent upon receipt of payments as outlined in **Addendum A** and in Section III., COMPENSATION.

C. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Department's Contract Manager, or designee. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Deputy Director of Institutional Operations. The Department's Deputy Director of Institutional Operations shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency, the Department's Contract Administrator, and the Department's Contract Manager.

D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, pandemics, strikes, or labor disputes.

E. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

F. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section IV., CONTRACT MANAGEMENT, of this Contract shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and, in writing, will be recognized by the Department as duly authorized expressions on behalf of the Agency.

G. Governing Law and Venue

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

H. No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum, or exhibit attached hereto, nor term, provision, or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

I. Prison Rape Elimination Act (PREA)

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115, to the Department's Contract Manager, or designee.

J. Cooperation with Inspector General

In accordance with Section 20.055(5), F.S., the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

K. Sovereign Immunity

The Agency and the Department are state agencies or political subdivisions as defined in Section 768.28, F.S., and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Contract.

L. Americans with Disabilities Act

The Agency shall comply with the Americans with Disabilities Act. In the event of the Agency's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the Agency may be declared ineligible for further Contracts.

M. Cooperation with the Florida Senate and the Florida House of Representatives

In accordance with Florida law, the Contractor agrees to disclose any requested information, relevant to the performance of this Contract, to members or staff of the Florida Senate or Florida House of Representatives, as required by the Florida Legislature. The Contractor is strictly prohibited from enforcing any nondisclosure clauses conflictive with this requirement.

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract and **Addendum A** contain all of the terms and conditions agreed upon by the parties.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

AGENCY:
CITY OF HOLLY HILL

SIGNED

BY: _____

NAME: _____

TITLE: _____

DATE: _____

FEIN: _____

FLORIDA DEPARTMENT OF CORRECTIONS

Approved as to form and legality, subject to execution.

SIGNED

BY: _____

NAME: Kasey A. Bickley

TITLE: Chief, Bureau of Procurement

DATE: _____

SIGNED

BY: _____

NAME: Dorothy M. Burnsed

TITLE: Deputy General Counsel

DATE: _____



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

4.5

MEETING DATE: December 8, 2020
FROM: Joseph Forte
SUBJECT: A Resolution of the City of Holly Hill, Florida, Adopted Pursuant to Section 30-71 of the Code of Ordinances to Approve the Contract and Authorize the City Manager to Execute Florida Power and Light for the Period of Seven Years with Three, One (1) Year Renewals, Without Complying with the Formal Purchasing Procedure; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.
NUMBER: 2020-R-72
APPLICANT:
PLANNER:

DISCUSSION:

On November 10th the City Commission was presented with a proposal for FPL to install and maintain 4 Electric Vehicle Charging Stations on the property of Hollyland Park. The City Commission discussed the benefits and problems associated with the installation of EV charging stations and the fact that this would be FREE to any electric vehicle owner to charge their vehicle at no cost.

The City Commission agree that this service would be a benefit to the residents and visitors to Holly Hill and authorized the City Manager to bring forward the agreement and Resolution for approval.

FISCAL

ANALYSIS:

The cost is \$50.00 for each EV charging station for which there are four with a full annual budget requirement of \$2,400.00 per year.

STAFF

RECOMMENDATION:

That the City Commission approve the Electric Vehicle Charging Equipment Agreement and authorize the City Manager to execute the Agreement.

COMMISSION

GOAL:

Goal #5: Promote a small town city “branding” that focuses on the city’s accessible staff and interactive use of technologies (i.e. city website), the city’s business friendly approach to attract and retain business, and the city’s available open space, parks, and waterfront amenities that enhance the quality of life for citizens.

MOTION:

To approve the Electric Vehicle Charging Equipment Agreement and authorize the City Manager to execute the Agreement.

ATTACHMENTS:

- EV Charging Station Fact Sheet - Workplace (PDF)
- FPL EV Charging Equipment Agreement (PDF)

Resolution No. 2020-72

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTED PURSUANT TO SECTION 30-71 OF THE CODE OF ORDINANCES TO APPROVE THE CONTRACT AND AUTHORIZE THE CITY MANAGER TO EXECUTE FLORIDA POWER AND LIGHT FOR THE PERIOD OF SEVEN YEARS WITH THREE, ONE (1) YEAR RENEWALS, WITHOUT COMPLYING WITH THE FORMAL PURCHASING PROCEDURE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTED PURSUANT TO SECTION 30-71 OF THE CODE OF ORDINANCES TO APPROVE THE CONTRACT AND AUTHORIZE THE CITY MANAGER TO EXECUTE FLORIDA POWER AND LIGHT FOR THE PERIOD OF SEVEN YEARS WITH THREE, ONE (1) YEAR RENEWALS, WITHOUT COMPLYING WITH THE FORMAL PURCHASING PROCEDURE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City would like to have FPL install 4 Electric Vehicle Charging stations; and

WHEREAS, FPL will install and maintain the EV Charging stations at no cost to the City; and

WHEREAS, the city would be responsible to pay for the power used at a rate of \$50.00 per month per EV charging station; and

WHEREAS, Section 30-71 of the Code of Ordinances allows the purchase of services without following the formal purchasing procedures under certain situations; and

WHEREAS, this Contract may be renewed for up to an additional three (3) one (1) year terms.

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

SECTION 1. Pursuant to Section 30-71 the City Commission hereby waives the formal bidding procedure and authorizes the City Manager execute the Florida Power and Light, Electric Vehicle Charging Equipment Agreement.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, 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 resolutions made in conflict with this Resolution are hereby repealed.

SECTION 4. That this Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of DECEMBER, 2020.

Advancements in battery technology and other improvements have triggered a rapid increase in electric vehicle (EV) use here and across the nation. In Florida alone, EV ownership has increased 300% since 2013, making it the fourth largest EV state in the country.¹ And, the adoption of EVs shows no sign of slowing down. Automotive manufacturers continue to produce more and better vehicles than ever before – currently more than 20 battery-electric models in all. For the first time, the average battery-range for all new 2019 EV models is expected to exceed 200 miles.



SHIFTING GEARS

ONE OF EVERY FIVE VEHICLES SOLD IN THE U.S. WILL BE BATTERY POWERED BY 2030.²

FPL EVolution: Charges ahead

The efficient growth of EVs relies on the availability and access to more charging infrastructure. Workplace charging is one of the most effective ways to promote the adoption of electric vehicles.

FPL EVolution – an innovative plan to install an estimated 600 new EV-charging stations at approximately 100 locations throughout our service area

By partnering with leading organizations like yours, FPL EVolution will create more than a thousand “charging points” for current and future EV drivers. This high-tech initiative will accelerate the adoption of EVs and generate valuable data to help us ensure the continued reliability of the energy grid for all FPL customers.



FPL EVOLUTION CHARGING LOCATIONS WILL INCLUDE:

- » MAJOR HIGHWAYS
- » LARGE EMPLOYERS
- » POPULAR DESTINATIONS

FPL EVolution provides partners at no cost:

- » EV-charging equipment
- » Installation and maintenance
- » Dedicated EV-parking signage

Our partners agree to:

- » Seven-year commitment with the option to renew
- » Offer charging as a free amenity for their employees
- » Cover the cost of EV charging at host site's current electric rate

FPL EVolution charging: a state-of-the-art amenity with numerous benefits

- » Enhances brand image
- » Reinforces commitment to sustainability
- » Contributes to LEED certification
- » Increases employee engagement
- » Attracts and retains top-talent



PROGRAM HIGHLIGHTS

- » NEW EV-CHARGING INFRASTRUCTURE AT 100+ LOCATIONS
- » MORE THAN 1,000 “CHARGING POINTS” AT 600 NEW EV-CHARGING STATIONS
- » DEDICATED PARKING SPACES FOR EV CHARGING
- » START OF EQUIPMENT INSTALLATIONS: SUMMER 2019

EVs GET A JOLT
FPL EVOLUTION
COULD INCREASE THE
AVAILABILITY OF
CHARGING STATIONS
BY MORE THAN

50%³

WHEN WORKPLACE
CHARGING IS
AVAILABLE,
EMPLOYEES ARE

6x

MORE LIKELY TO
PURCHASE AN EV³

¹ Alliance of Automobile Manufacturers

² The Edison Foundation (EEI)

³ U.S. Department of Energy (April 2019)

Draft August 31, 2020

ELECTRIC VEHICLE CHARGING EQUIPMENT AGREEMENT

This ELECTRIC VEHICLE CHARGING EQUIPMENT AGREEMENT ("Agreement") is made this 8 day of Dec, 2020, by and between City of Holly Hill ("Host"), with a location at 1066 Bridgewood Ave (the "Property") and Florida Power & Light Company, a Florida corporation ("Company"), with an address at 700 Universe Blvd CEA/JB, Juno Beach, FL, 33408. Host and Company are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Company desires to install and own electric vehicle charging and related equipment, including electrical power inverters, interconnection equipment, electrical wiring, underground conduit, wire and cable management systems, charging stations, electric meters, metering and switch cabinets, and power distribution boxes (the "Equipment") on the Property and Host desires to have the Equipment installed and agrees to permit Company to utilize the Property upon the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Use. During the Term, Host agrees that Company may use the Property for the purposes of, and has the sole right (at Company's cost and in Company's sole discretion) of, constructing, installing, operating, inspecting, maintaining, repairing, enlarging, modifying, removing (at any time), testing and replacing the Equipment and any additional equipment required to dispense electricity to charge electric vehicles, together with the following rights: (a) the right of ingress and egress 24 hours-a-day, 7 days a week; (b) the right, at Company's sole cost and expense, to paint/stripe and to install signage (in either case, in a manner substantially similar to the form attached hereto as Exhibit B) on and around the Equipment; and (c) Company's quiet enjoyment of the Property needed for purposes of this Agreement shall not be disturbed. The location of the Equipment is as described in Exhibit A.

2. Term. Subject to this Section 2, the initial term of this Agreement shall terminate on the seventh (7th) anniversary of the date on which commissioning for the Equipment was completed (the "Initial Term"), and unless terminated earlier as herein provided, shall automatically renew on a year-to-year basis after the Initial Term until the tenth (10th) anniversary of the date on which commissioning for the Equipment was completed (each year, a "Renewal Term," and each Renewal Term together with the Initial Term, the "Term"). If either Party elects not to renew this Agreement for a Renewal Term, then such Party must give a written notice of termination to the other Party at least 90 days prior to the expiration of the then-current Initial Term or Renewal Term, as applicable. In the event such notice is delivered, no further automatic extensions shall occur and this Agreement shall terminate at the end of the then-existing Initial Term or Renewal Term, as applicable. The Company may terminate this Agreement at any time and for any reason by giving 30 days' prior written notice to Host.

3. Cooperation. In general, the Parties agree to cooperate to achieve the purposes and intent of this Agreement. Host shall cooperate as necessary with Company (at no cost to Host) in Company's efforts to obtain all permits, licenses and approvals necessary for the installation and operation of the Equipment. Company will not permit any lien against the Property arising from the installation or operation of the Equipment. Company shall (i) pay any personal property tax which is attributable to the Equipment, and (ii) be the sole recipient and beneficiary of any and all such federal and/or state tax credits, and other financial incentives arising from the installation and/or operation of the Equipment. The right to access and use of Host's electrical system(s) includes for purposes

of powering Company's computer equipment used in monitoring the electricity dispensed from the Equipment and record system data to evaluate charging behavior. Host understands and acknowledges that Company and/or its contractors will gather data and information from the Equipment with respect to vehicle charging activity, vehicle usage and technical performance of the vehicle and Equipment. Company shall own all rights to such data and information. Host acknowledges that such data and information will be used and disclosed by Company and third parties for the purpose of understanding and evaluating the impact of electric vehicles on transit systems and the electric power grid, for use in regulatory reporting, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations. To the extent Host has access to the applicable information, the Host will share information reasonably requested by the Company (including, but not limited to, baseline data requests, electric vehicle information, visitor and employee counts, and user surveys).

4. Payment of Electricity. Host is responsible for paying all consumption costs for electricity dispensed from the Equipment at the rate paid by Host based on the Host's then-current Company-tariffed rate.

5. Charge for Use of Equipment. Host agrees that users of the Equipment will not be charged for using the Equipment.

6. Interference. During the Term, Host shall not Interfere, or cause or permit to be caused any Interference, with the Equipment. For purposes of this Agreement, "Interfere" and "Interference" shall mean interference with Company's use, operation, access, maintenance or repair of the Equipment including: (a) subject any portion of the Equipment to any lien or encumbrance unless the holder thereof delivers a non-disturbance agreement; and (b) sale, transfer, assignment, lease or sublease any portion of the Property other than subject to Host's rights hereunder.

7. Insurance. Each Party will maintain at all times during the Term, the following insurance: (a) commercial general liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage; (b) business automobile liability insurance with limits of One Million Dollars (\$1,000,000) for bodily injury and property damage; and (c) workers' compensation insurance in compliance with Florida statutes. Such policy or policies shall be issued by companies authorized to do business in the State of Florida with a minimum A.M. Best financial rating of "A- VII". Company has the right to meet the insurance designated in this section through any combination of self-

insurance, primary or excess coverage. Each Party, for itself and its respective insurers, waives any right to assert any claim against the other Party to the extent such claim is covered by the waiving Party's insurance. Each Party shall waive all rights of subrogation of its respective insurers.

8. Indemnification. Each Party (the "Indemnifying Party") shall indemnify the other Party (the "Indemnified Party") from and against all losses, claims, damages or expenses, including attorneys' fees, incurred by the Indemnified Party in connection with any claims for personal injury or death to persons and damage to property (including environmental damage) arising under this Agreement during the Term, to the extent arising from the negligence or willful misconduct of the Indemnifying Party, its agents, employees, representatives, contractors, affiliates or sub-contractors. Subject to the next sentence, neither Company nor Host shall be liable to the other for consequential, special, exemplary, punitive, indirect or incidental losses or damages or for any loss of use, cost of capital, loss of goodwill, lost revenues or loss of profit, nor shall any parent, subsidiary, affiliate or employee of either Party have any liability under this Agreement, and Company and Host each hereby releases the other and each of such persons and entities from any such liability. The foregoing exclusion shall not be construed to limit recovery under any indemnity or defense obligation of Host under this Agreement related to third party claims. In no event shall the aggregate damages payable by a Party hereunder for any reason whatsoever exceed Three Hundred Thousand U.S. Dollars (\$300,000.00). Notwithstanding the foregoing, this Section 8 shall not be construed or interpreted as a waiver of Host's sovereign immunity and the limits established in Section 768.28, Florida Statutes. This section shall survive the expiration or earlier termination of this Agreement.

9. Equipment to Remain Personal Property of Company and Relocation of Equipment. The Equipment is and will remain the property of Company, its successors or assigns, regardless of its use or manner of attachment to the Property. Host agrees to execute such further documentation as is reasonably necessary to ensure that the Equipment does not constitute, and is not deemed to be, a fixture attached to the Property. During the Term, Host may request, in writing, that Company move the Equipment to another location on the Property. If Company approves such relocation, in its commercially reasonable discretion, Company shall, at the Host's cost and expense, relocate such Equipment on terms mutually agreed upon by the Parties.

10. Representations. Each Party represents and warrants to and covenants with the other Party that: (a) such Party has full right, power and authority to execute this Agreement and that this Agreement shall bind and benefit the Parties and their respective successors and assigns; and (b) such Party's execution and performance of this Agreement will not violate any laws, ordinances, covenants or other agreement binding on such Party. Additionally, Host represents and warrants to Company that it has good and unencumbered title to the Property either free and clear of any liens, mortgages or other encumbrances, or if any lien, mortgage or other encumbrance exists, then such lien, mortgage or other encumbrance (or any environmental restriction) will not prevent the performance of this Agreement or burden or encumber the Equipment.

11. Default. An "Event of Default" means that a Party fails to fully perform any of its covenants under this Agreement within sixty

(60) calendar days after such defaulting Party receives written notice of such default from the non-defaulting Party; provided, however, if such default cannot reasonably be cured within such sixty (60) day time period, defaulting Party shall not be deemed in default hereunder if defaulting Party has commenced to cure such default within said sixty (60) day time period and thereafter continues with diligence to complete the cure of such default.

12. Remedies. Upon an Event of Default as set forth in Section 11, non-defaulting Party may (i) perform, or cause to be performed, on behalf and at the expense of defaulting Party, any or all of the undertakings or obligations as to which defaulting Party remains in default, in which event defaulting Party will reimburse non-defaulting Party for such actual reasonable costs and expenses, within forty-five (45) days following receipt of invoice and supporting documentation; (ii) exercise any remedy that such non-defaulting Party may have at law or in equity and (iii) terminate this Agreement upon 30 days' prior written notice if the defaulting Party has not cured such default by the expiration of such 30-day period. Notwithstanding the preceding sentence, Host may not perform any right or obligation of Company under Section 1 or take any other action that relocates or physically alters any of the Equipment.

13. Assignment. Neither Party shall assign this Agreement or any interest herein without the prior written consent of the other Party; provided, that the Parties acknowledge that the Equipment may be covered by Company's utility financing structure.

14. Notices. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying Party, or officer, agent or attorney of the notifying Party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or on the third (3rd) business day after posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Host: To the address set forth in the Preamble above.

To Company: To the VP of Development at the address set forth in the Preamble above with an e-mail copy to FPLEvolution@fpl.com.

15. No Guarantees or Warranties. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE PARTIES ACKNOWLEDGE THAT COMPANY IS NOT PROVIDING ANY GUARANTEES (INCLUDING GUARANTEES OF PERFORMANCE) OR WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE), UNDER THIS AGREEMENT.

16. Additional Equipment. In the event Host desires to have installed on the Property any additional electric vehicle charging and related equipment, the Host shall notify Company, in writing, of such desire and Company shall, within 30 days after the receipt of such notice, notify the Host in writing of the terms and conditions pursuant to which Company is willing to so install such additional equipment. If the Parties cannot agree on the terms and conditions for installing such additional equipment within 60 days after the Host's receipt of Company's terms and conditions, then the Host may engage a third-party to so install such additional equipment; provided, however, the Host shall use commercially reasonable efforts to share (or cause

such third party to share) data and information from such additional equipment with respect to vehicle charging activity, vehicle usage and technical performance of the vehicle and such additional equipment.

17. Removal or Sale at End of Term. Within ninety (90) days after the expiration of the Term, Company shall, in its sole discretion, either (a) remove all charging stations installed by Company at the Property under this Agreement or (b) agree to sell such charging stations to Host on terms and conditions mutually agreed upon by the Parties. In the event of removal, Company shall, at Company's expense, return the area where the Equipment was located to a condition substantially similar to prior to the installation of the Equipment, except for any underground infrastructure and concrete equipment pad(s) installed pursuant to this Agreement (which may be left in place) and ordinary wear and tear. Company shall not be obligated to replant trees or shrubs in connection with the foregoing obligations.

18. Miscellaneous.

(a) **Compliance with Laws.** Each Party shall perform its obligations under this Agreement in accordance with all applicable codes, laws, rules, regulations, orders and ordinances of federal, state, regional, local and municipal governmental agencies.

(b) **Amendment.** No modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

(c) **Governing Law; Waiver of Jury Trial.** This Agreement shall be subject to and governed by the laws of the State of Florida, without regard to its conflict of laws principles. The Parties agree that any action or proceeding arising out of or related in any way to this Agreement shall be brought solely in a court of competent jurisdiction in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

(d) **Severability; Counterparts, Publicity.** Should any provision of this Agreement be held, in a final and unappealable decision, to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling. This Agreement may be executed in counterparts, which together shall constitute a single instrument. Neither Party shall issue any press release or otherwise publicize the existence or the terms of this Agreement without the prior written approval of the other Party, which approval will not be unreasonably withheld or delayed; provided that general advertising that refers to a "partnering" (or other terminology of similar import) of either Party with the other Party for the purposes of any of the transactions contemplated hereby, but does not expressly reference this Agreement or disclose any of the terms hereof, shall not be subject to the provisions of this subsection. Filings required by applicable law for any regulatory authority shall, by itself, not be deemed to violate the preceding sentence.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

Host:	Company (Florida Power & Light Company):
By: _____	By: _____
Name: <i>Joseph FORTÉ</i>	Name: Pam Rauch
Title: <i>City Manager</i>	Title: VP of External Affairs & Economic Development

Draft August 31, 2020

Exhibit A-- Location of Equipment

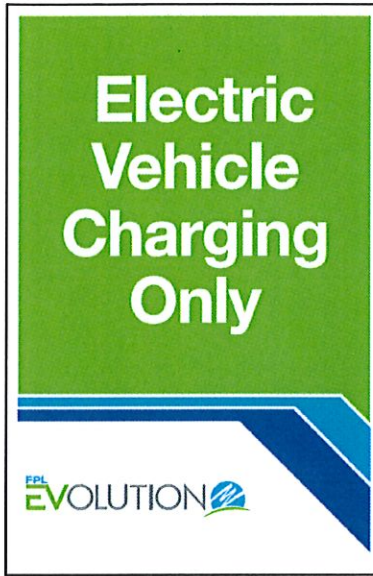
Property Address: [1066 Ridgewood Ave].

Number of Spaces: Up to [4] spaces.

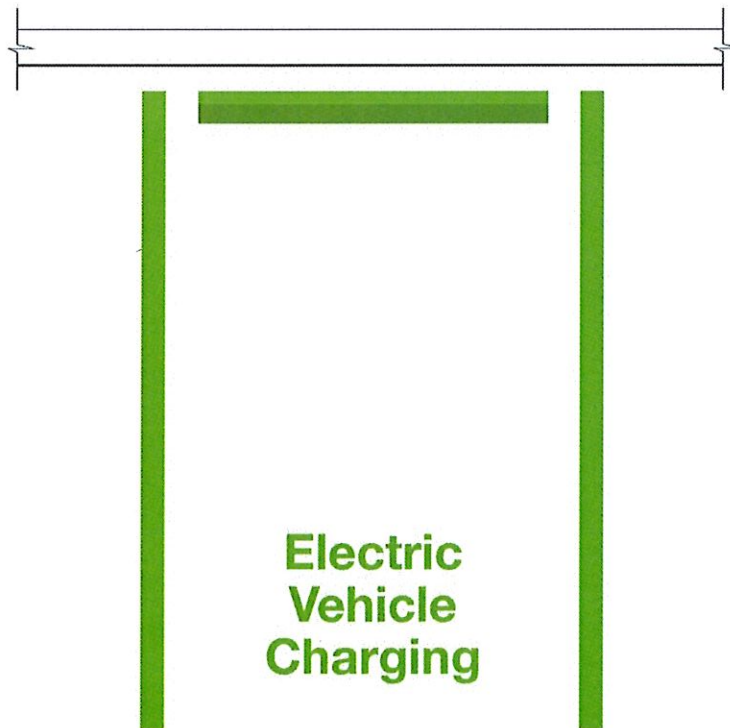
Attachment: FPL EV Charging Equipment Agreement (2020-R-72 : FPL Electric Vehicle Charging Station Agreement)

Draft August 31, 2020

Exhibit B—Form of Signage



Parking Stall Signage (~12" x ~18")



Parking Stall Striping



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

4.6

**City Commission
Agenda Item**

MEETING DATE: December 8, 2020
FROM: Steve Aldrich
SUBJECT: **FDOT Grant - 2021 Speed / Aggressive Driving Enforcement**
Program Project Number : SC-2021-00021 FDOT Contract
Number : G1S35
NUMBER: (ID # 3139)
APPLICANT:
PLANNER:

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 \$40,000.00 that must be used for overtime payments to officers assigned specifically to Traffic Enforcement in the targeted enforcement areas.

This grant allows for targeted enforcement areas throughout the city as speeding complaints have not been isolated to just arterial roadways.

Funding through this grant will expire on September 30, 2021.

FISCAL

ANALYSIS:

This is a non-matching grant that will reimburse the city quarterly for qualified overtime expenses. The total grant is for \$40,000.00.

STAFF

RECOMMENDATION:

Approve the acceptance of the FDOT Grant (Project Number: SC-2021-00021) Speed/Aggressive Driving Enforcement Program grant award. The acceptance of the grant will allow for enhanced Traffic Enforcement operations within targeted areas.

The overall expectations of this grant award is to reduce speed related crashes in the targeted areas by at least 5%, 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 Grant (Project Number, SC-2021-00021) Speed/Aggressive Driving Enforcement Program grant award and authorize the Mayor and authorized representatives to execute the agreement.

- FDOT Grant - Speed-Aggressive Driving Enforcement Program - SC-2021-00021 (PDF)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)
SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS

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Project Number: SC-2021-00021	FDOT Contract Number: G1S35
Federal Funds Awarded: \$40,000	FDOT DUNS Number: 80-939-7102
Subgrant Award (Start) Date:	Subgrant End Date: 09/30/2021
Part I: GENERAL ADMINISTRATIVE INFORMATION	
Project Title: Speed/Aggressive Driving Enforcement Program	
Federal Funding: \$40,000	Match: \$ Total Cost: \$40,000
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: 59-6000337	
4. DUNS Number: 132869686	
5. Chief Financial Officer: Name: Stella Gurnee Address Line 1: 10655 Ridgewood Avenue Address Line 2: City: Holly Hill State: Florida Zip: 32117 Telephone No: (386) 248-9428 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: Finance Personnel Telephone Number: (386) 248-9430 ext. E-Mail Address: ccolwell@hollyhillfl.org	8. Project Activity Contact: Name: Jeffrey 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	

Project Title: Speed/Aggressive Driving Enforcement Program
 Project Number: SC-2021-00021
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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 2019 United States Census estimated figure, the City of Holly Hill, Florida, a river-coastal community in eastern Volusia County, encompasses +/- (4) square miles with a permanent population of approximately 12,314 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 the permanent population. 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 to include, but not limited to, Speedweeks, Spring Break, and Bike Week.

The City of Holly Hill hosts (3) three major arterial roadways - Nova Road, Ladies Professional Golf Association (LPGA) Boulevard, and Ridgewood Avenue. These roadways 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 Ridgewood Avenue's busy commercial corridors and (US Highway 1) and Nova Road (State Road 5A).

According to a statistic provided by the National Highway Traffic Safety Administration (NHTSA) (2019), "...there were 37,133 traffic fatalities in 2017. Among them, 9,717 (26%) were in crashes where at least one driver was speeding." In another study provided by NHTSA (2017), driving too fast for conditions or in excess of posted limit or racing led the chart as the number one factor involving fatal crashes at 8,856 fatalities or 16.9%.

Furthermore, the Florida Department of Transportation Fiscal Year (FY) 2019 Highway Safety Matrix ranked the City of Holly Hill 19 out of 118 similar cities in Florida for traffic crashes resulting from excessive speeding and/or aggressive driving during the 2012-2016 reporting period.

Because of FDOT subgrant funding, the City of Holly Hill improved in the aforementioned area jumping to 22 out of 118 similar size cities (FDOT FY 2020 Highway Safety Matrix, 2013 to 2017), and then to 54 out of 119 (FY 2021 Highway Safety Matrix, 2014-2018).

2. Proposed Solution:

In keeping with the Florida Department of Transportation Police Traffic Services Subgrant Project's programmatic objectives, the Holly Hill Police Department will implement an Aggressive Driving and Speeding Enforcement Program designed to increase the comprehensive enforcement of applicable traffic laws citywide.

The program will continue to be separated into (4) different phases following the quarters of the city's 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 phase of the operation will begin with disseminating motorist education materials using social media, print, electronic media, digital road messaging, and public service announcements. In addition,

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law enforcement officers specifically assigned to the 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 phase 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 Speeding and Aggressive Driving Enforcement Program is designed to enhance public awareness and reduce traffic crashes through motorist educational and targeted enforcement in identified high incident areas citywide.

The program will be conducted once a week, up to two different days, using two officers at a time. These officers will be dedicated traffic officers assigned to the operation. Following each month, the program coordinator will collect data, including 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/or aggressive driving crashes and fatalities citywide by 5% when compared to the previous three-year average.
- b. Conduct at least 4 speed and/or aggressive driving high visibility overtime enforcement operations per month.
- c. Participate in the state Southern Shield campaign through speed and/or aggressive driving overtime enforcement operations and educational/community activities.
- d. Conduct and or participate in 3 educational/community outreach events to increase speed and/or aggressive driving awareness during the project period.
- e. Provide speed and/or aggressive driving information and education to the public through the use of message boards/local media outlets/social media/press releases at least 3 times during the project period.

4. Evaluation:

- a. Speed and/or aggressive driving crashes and fatalities are reduced by 5% citywide, compared to the previous three-year average.
- b. The number of speed and/or aggressive driving high visibility overtime enforcement operations conducted per month.
- c. The number of speed and/or aggressive driving overtime enforcement operations conducted, and education/community activities conducted/participated in during the Southern Shield campaign.
- d. The number of educational/community outreach events conducted or participated in to increase speed and/or aggressive driving awareness during the project period.
- e. The number of instances that speed and/or aggressive driving information and education is provided to the public through the use of message boards/local media outlets/social media/press releases during the project period.

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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	INDIRECT ELIGIBLE
A. Personnel Services				
Overtime Salary and Benefits	\$40,000	\$	\$40,000	No
	Overtime Salary and Benefits for law enforcement officers, benefits to include FICA (Social Security and Medicare), Retirement, Workers Compensation, and Health Insurance.			
Subtotal:	\$40,000	\$	\$40,000	
B. Contractual Services				
Subtotal:	\$	\$	\$	
C. Expenses - Any purchase with a per item unit cost of \$200 or more from any line item within this Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.				
Subtotal:	\$	\$	\$	
D. Equipment Costing \$5,000 or More				
Subtotal:	\$	\$	\$	
E. Indirect Cost				
Subtotal:	\$		\$	
Total Cost of Project:	\$40,000	\$	\$40,000	

Attachment: FDOT Grant - Speed-Aggressive Driving Enforcement Program - SC-2021-00021 (3139 : FDOT Grant - 2021 Speed / Aggressive

Project Title: Speed/Aggressive Driving Enforcement Program
 Project Number: SC-2021-00021
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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 targeted 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.

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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 its Implementing Agency. This agreement is line item specific and an amendment to the subgrant agreement is required for any reallocation of funds provided under this subgrant agreement.

FEDERAL REGULATIONS

1. Access to Public Records and Monitoring. The Florida Department of Transportation (FDOT), 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

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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. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F - Audit Requirements, and this 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 Subrecipient 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)

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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. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

Office of Comptroller, MS 24
 605 Suwannee Street
 Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

The Auditor General's Office at the following address:

Auditor General
 Local Government Audits/342
 Claude Pepper Building, Room 401
 111 West Madison Street
 Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

- viii. Any reports or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, Florida Statutes, and Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - ix. The Subrecipient, when submitted financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.
- (c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and this 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. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation and the Comptroller General of the United States, or their designees.
- (d) The Subrecipient shall permit, and shall require its contractors to permit, the Department's and NHTSA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

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3. Offsets. If, after subgrant completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient if, upon demand, payment of the claimed amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

4. 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.

5. 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.

6. Code of Conduct. The Subrecipient has established, and will maintain, a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

7. 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.

8. 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.

9. 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

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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.

10. 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.

11. 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 Agreement, or any project, program, or activity that receives or benefits from this Agreement. 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. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices

12. No Federal Obligation. This agreement is financed by federal funds. However, payments to the subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, NHTSA, or any representatives of the federal government makes the United States a party

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to this Agreement.

13. 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
- (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

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- (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.
- (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

14. 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.

15. 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.

16. 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.

17. 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.

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- (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.

18. Termination and Suspension.

- (a) **Generally.** If: (i) the Subrecipient abandons or, before the end of the state fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR Part 200.
- (b) **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

19. Human Trafficking. The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.

20. Unauthorized Aliens. The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

21. Title VII - Civil Rights Act of 1964. Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VII of the Civil Rights Act of 1964 (42 U.S.C. 1981, et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

22. Americans with Disabilities Act of 1990 (ADA). Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12101, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.

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23. Integrity Certification. By signing this Subgrant Agreement, the Subrecipient certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

24. 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:
 - i. 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.
 - ii. 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.
 - iii. Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are \$15,000 or more.

25. Reversion of Unexpended Subgrant Funds. All funds granted by the Department under this Agreement that have not been expended during the term of this Agreement shall revert to the Department.

STATE REGULATIONS

26. 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.

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- (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 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.

27. 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.

28. 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. Section 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.

29. 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.

30. Indemnification and Insurance.

- (a) **Indemnification.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Subrecipient shall indemnify and hold harmless the Department, including the Department's 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 intentional wrongful misconduct of the Subrecipient and persons employed or utilized by the Subrecipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.
- (b) **Subrecipient Contracts.** Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

"To the fullest extent permitted by law, the Subrecipient's contractor/consultant shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's 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 intentional wrongful misconduct of the

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contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity."

- (c) **Workers' Compensation.** The Subrecipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Subrecipient shall ensure that its contractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), the Subrecipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

31. 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.

32. 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.

33. 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.

34. 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.

35. Tangible Property. Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

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MISCELLANEOUS PROVISIONS

36. Prohibited Interests. The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

- i. "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
- ii. The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.
- iii. The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.

37. Interest of Members of, or Delegates to, Congress or Legislature. No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

38. Department Not Obligated to Third Parties. The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

39. Relationship of Parties. The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

40. When Rights and Remedies Not Waived. In no event shall the making by the Department of any payment to the Subrecipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Subrecipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

41. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

42. Sovereign Immunity. Nothing in this Agreement shall constitute a waiver by either party of its sovereign immunity for any damages claimed by third parties.

43. Bonus or Commission. By execution of the Agreement the Subrecipient represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

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44. Notices. Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following address:

Florida Department of Transportation
 Attn: Traffic Safety Administrator
 State Safety Office, MS 53
 605 Suwannee Street
 Tallahassee, Florida 32399-0450

45. Agreement Format. All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

46. JURY TRIAL WAIVER. The Subrecipient and the Department hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this agreement and for any counterclaim therein.

47. Execution of Agreement. This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

48. Agreement not Assignable. The Subrecipient may not assign any of its rights or obligations under this Agreement.

GRANT MANAGEMENT

49. 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 signatories of this subgrant agreement. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.

50. 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).

51. 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. Subrecipients must maintain an inventory control system that has

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adequate safeguards in place to prevent loss, damage, or theft.

- (b) **Equipment Costing \$5,000 or more.** 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. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT Safety Office.
 - iii. Dispositions must be requested and shall receive prior written approval from the FDOT Safety Office.
- (c) **Disposition of Equipment Costing \$5,000 or more.** 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 use the Equipment Disposition Request Form 500-065-026 to coordinate with the FDOT State Safety Office to obtain required approvals to dispose of the equipment or transfer the equipment to another agency for use.
- (d) **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.
- (e) **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.
- (f) **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.

52. Expense Purchases for \$200 or more: Any purchase with a per item unit cost of \$200 or more from any line item within the Expense Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.

53. 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

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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.

If the Subrecipient is unable to fulfill the activities stated in the Proposed Solution or Project Objectives in this agreement (Part II: PROJECT PLAN AND SUPPORTING DATA) due to the COVID-19 pandemic, the Subrecipient must contact the FDOT State Safety Office immediately to discuss potential amendments and/or alternate plans.

54. 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. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.

55. 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

56. 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.

57. 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) **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.

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(c) **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.

(d) **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.

58. 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 in 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 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.

59. 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

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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."

60. 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 \$175.00 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 \$175.00 plus the applicable percentage of fees (other than flat fees). If multiple travelers share a room and the individual cost of the lodging/hotel exceeds the \$175 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.

61. 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).

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Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Rule 60B-1.004 F.A.C. 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

62. 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.

63. 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
- vi. Budget/Cost Analysis
- 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 4 of Part V)
- iii. **Certification Regarding Federal Lobbying** (see Section 17 of Part V)
- iv. **Cooperation with Inspector General** (see Section 28 of Part V)
- v. **DBE Clause** (see Section 10(b) of Part V)
- vi. **E-Verify clause** (see Section 29 of Part V)
- vii. **Nondiscrimination clause** (see Section 13 of Part V)
- viii. **Clean Air Act and Federal Water Pollution Control Act clause** (subcontracts in excess \$150,000) (see Section 5 of Part V)
- ix. **Integrity Certification Clause** (see Section 23 of Part V)

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- x. **Contract Work Hours and Safety Standards Act** (subcontracts in excess of \$100,000) (see Section 8 of Part V)
- xi. **Indemnification and Insurance** (see Section 30 of Part V)
- xii. **Policy on Banning Text Messaging While Driving Act** (subcontracts in excess of \$15,000) (see Section 24 of Part V)
- xiii. **Human Trafficking Clause** (see Section 19 of Part V)

64. Indirect Costs. Indirect costs included in this subgrant agreement in Part III, under the indirect line item are based on the indirect costs rate the Subrecipient used in the competitive concept paper application process. The rate will be applied in accordance with 2 CFR 200 and the Subrecipients federally approved rate agreement. If the Subrecipient does not have a federally approved costs rate agreement, a de minimis rate of 10% of modified total direct costs in the manner described in 2 CFR 200.414 will be used. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A de minimis certification form must be submitted to the Department for review and approval.] All subgrant awards are based on cost benefit, available funding, and if the indirect costs rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.

65. 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.

66. 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.** Invoices for cost reimbursement subgrants must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate 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 the approved subgrant budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. **Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

Listed below are types and examples of supporting documentation:

i. **Personnel Services.**

- a. **Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. 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

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worked times the rate of pay will be acceptable.

- b. **Fringe Benefits:** 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 and dates of service 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.** Reimbursement for travel must be in accordance with s. 112.061, F.S. and the most recent version of the FDOT Disbursement Handbook, which includes submission of the travel costs on an approved state travel form along with supporting receipts and invoices.
- 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 stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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 subgrant agreement period.

- (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 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 timeframe 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.

67. 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.

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68. 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.

69. Registration for Attendance. No activities funded under this subgrant agreement shall charge a registration fee for attendance.

70. 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

71. 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.

72. 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 laser speed detection system, must be certified in the use of that piece of equipment.

73. 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

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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.
- (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.

74. 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, having a discussion with a program representative, 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 (backpacks, cups, flashlights, key

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chains, magnets, shirts, stickers, sunglasses, umbrellas, etc.) is prohibited and therefore unallowable under this subgrant agreement.

75. 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.
- (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 75(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.

76. 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.

77. Special Conditions.

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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:** \$40,000
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>
69A37519300004020FL0	04/17/2019

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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.

(For FDOT Use Only)

**STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION**

By: _____
Authorized FDOT State Safety Office Representative

Date: _____
Date Signed

SUBRECIPIENT

By: _____
Signature of Authorized Representative

Name: _____
Authorized Representative's Name Printed

Title: _____
Authorized Representative's Title Printed

Date: _____
Date Signed

Reviewed for the Florida Department of Transportation:

By: _____
Authorized FDOT Attorney

Date: _____
Date Signed

IMPLEMENTING AGENCY

By: _____
Signature of Authorized Representative

Name: _____
Authorized Representative's Name Printed

Title: _____
Authorized Representative's Title Printed

Date: _____
Date Signed

NOTE: These signatures are the only recognized authorized representatives for this agreement, unless delegation is granted in writing.

Attachment: FDOT Grant - Speed-Aggressive Driving Enforcement Program - SC-2021-00021 (3139 : FDOT Grant - 2021 Speed / Aggressive



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

**City Commission
Resolution**

MEETING DATE: December 8, 2020
FROM: Valerie Manning
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Establishing the Start Time for City Commission Meetings to be Set at 6:00 PM Beginning January 2021, and Providing for Severability; and Providing for an Effective Date.
NUMBER: 2020-R-73
APPLICANT:
PLANNER:

DISCUSSION:

This item was discussed at the November 17, 2020 workshop and beginning in January 2021, the City Commission meetings will begin at 6:00 PM.

Per the City Charter, the City Commission shall regularly meet on the second and fourth Tuesday of each month, except that the mayor or acting mayor may determine to cancel or amend the date of not more than one meeting per month. Notice of a cancelled or amended meeting shall be provided to each commissioner and shall be published in the same manner that the notice of the commission meeting is published. The City Commission may set the start time of.

During the City Commission meeting on October 27, 2020, Commissioner Penny raised a question asking the City Commission if they would agree to move the start time of each Commission meeting to 6:00 PM. There was support to move the start time of the meeting. Therefore, a Resolution changing the start time of the meeting is being presented to the City Commission for approval this evening.

MOTION:

APPROVE THE RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, ESTABLISHING THE START TIME FOR CITY COMMISSION MEETINGS TO BE SET AT 6:00 PM BEGINNING JANUARY 2021.

Resolution No. 2020-73**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, ESTABLISHING THE START TIME FOR CITY COMMISSION MEETINGS TO BE SET AT 6:00 PM BEGINNING JANUARY 2021, AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, ESTABLISHING THE START TIME FOR CITY COMMISSION MEETINGS TO BE SET AT 6:00 PM BEGINNING JANUARY 2021, AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission shall regularly meet on the second and fourth Tuesday of each month, except that the mayor or acting mayor may determine to cancel or amend the date of not more than one meeting per month; and

WHEREAS, notice of a cancelled or amended meeting shall be provided to each City Commissioner and shall be published in the same manner that the notice of the Commission meeting is published; and

WHEREAS, the tentative agenda shall be prepared with explanatory information where necessary and forwarded to the City Commissioner by the preceding Friday; and

WHEREAS, the City Commission may set the start time of.

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

SECTION 1. That the City Commission does set the start of the City Commission meeting to be at 6:00 PM beginning January 2021.

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. That the Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of DECEMBER, 2020.



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

**City Commission
Resolution**

MEETING DATE: December 8, 2020
FROM: Stella Gurnee
SUBJECT: A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2020-2021 Annual Operating Budget, Appropriating Open Encumbrances and Project Carry Over Funds from the Fiscal Year 2019-2020 to the Fiscal Year 2020-2021 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2020-R-74
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill issued Purchase Orders and Projects prior to the commencement of Fiscal year 2021 on October 1, 2020 which were incomplete at that time.

This Resolution will carryover budget funds into the new fiscal year to fund the Purchases and Projects that began in the prior fiscal year but were incomplete on September 30, 2020.

FISCAL

ANALYSIS:

There are sufficient funds for this request. All fund balances reserve requirements are at the appropriate level.

STAFF RECOMMENDATION:

Approve Resolution as submitted by staff.

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.

MOTION:

APPROVE AMENDING THE FISCAL YEAR 2020-2021 ANNUAL OPERATING BUDGET, APPROPRIATING OPEN ENCUMBRANCES AND PROJECT CARRY OVER FUNDS FROM THE FISCAL YEAR 2019-2020 TO THE FISCAL YEAR 2020-

2021 BUDGET; SETTING FORTH REVENUES.**ATTACHMENTS:**

- Carryover projects & POs by account FY2020 to FY2021 (PDF)
- Carryover Budget Resolution Exhibit A 12-08-2020 (PDF)

Resolution No. 2020-74

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2020-2021 ANNUAL OPERATING BUDGET, APPROPRIATING OPEN ENCUMBRANCES AND PROJECT CARRY OVER FUNDS FROM THE FISCAL YEAR 2019-2020 TO THE FISCAL YEAR 2020-2021 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2020-2021 ANNUAL OPERATING BUDGET, APPROPRIATING OPEN ENCUMBRANCES AND PROJECT CARRY OVER FUNDS FROM THE FISCAL YEAR 2019-2020 TO THE FISCAL YEAR 2020-2021 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill has certain Purchase Orders issued encumbering funds and projects initiated prior to the fiscal year commencing October 1, 2020, which remain incomplete and will carryover from fiscal year 2019-2020 into the ensuing fiscal year; and

WHEREAS, the City of Holly Hill City Commission adopted Resolution 2020-R-47 approving the Annual Operating Budget for Fiscal Year 2020-2021; and

WHEREAS, the City of Holly Hill City Commission desires to appropriate the necessary carryover funds for continuation and completion of certain City operations and continuing projects and to set forth and appropriate certain revenues and expenses.

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

SECTION 1. BUDGET AMENDMENT. The project carryover funds and funds encumbered with open Purchase Orders are hereby appropriated as set forth in Composite Exhibit A. attached hereto, which reflects revenues and corresponding expenditures for the designated projects for fiscal year 2019-2020 budget.

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. The Budget item adopted in the preceding

section shall govern the expenditures relating to operations and projects for the City during the current fiscal year effective October 1, 2020 through September 30, 2021. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of DECEMBER, 2020.

FY2020 Carryover Project, Encumbrance, and Reserve Budgets to FY2021

GL Account	2020 Budget	2020 Expenditures	Adjustment	Project FY2020 Balance	Project#	Project Description
001-1303-513.55-01	600.00	-	400.00	1,000.00		TRAINING
001-1303-513.34-00			23,250.00	23,250.00		ONLINE PAYMENT PROCESSOR FEES
001-1303-513.34-00			58,000.00	58,000.00		ONLINE PAYMENT PROCESSOR FEES
001-1310-513.55-01	7,000.00	1,977.00	(2,023.00)	3,000.00		TRAINING CITY WIDE
001-2410-515.55-01	1,100.00	520.00	420.00	1,000.00		TRAINING-FAPA
001-2410-524.34-00	10,000.00	3,300.00		6,700.00		PROFESSIONAL SVC CODE ENFORCEMENT
001-8110-580.34-00	-	-	5,000.00	5,000.00		GPS VEHICLE TRACKING SYSTEM
001-8110-580.64-00	-	-	135,000.00	135,000.00		3 VEHICLE REPLACEMENT
001-8110-580.64-00	15,000.00	-	-	15,000.00	20BG10	Lightning Damage
001-8110-580.64-00	75,000.00	-	-	75,000.00	20BG01	100KW GENERATOR CITY HALL
001-4172-572.46-01	-		35,000.00	35,000.00		A/C UV SANTITIZATION
001-4172-572.46-01	-		30,000.00	30,000.00		WATER HEATER, TOUCHLESS FAUCETS, ET
001-8110-580.64-00	20,000.00			20,000.00	20BG02	REPLACEMENT A/C UNITS 0431019 SJ
001-8110-581.03-01	-		80,000.00	80,000.00		TRANSFER TO CAPITAL 301 FUND
001-8110-580.99-10	178,852.00			175,000.00		CONTINGENCY
Fund 001 Total				662,950.00		
002-8110-580.46-01	688,284.00	638,283.67		50,000.00	20ST02	FY20 ROADWAY RESURFACING
Fund 002 Total				50,000.00		
004-2415-524.34-00	-	-	1,200.00	1,200.00		GPS VEHICLE TRACKING SYSTEM
Fund 004 Total				1,200.00		
130-8110-580.99-10	4,734,963.00		-	4,734,963.00		OVER-UNDERGRND CONVERSION Phase I
Fund 130 Total				4,734,963.00		
135-8110-580.82-00	548,990.00	22,529.80	-	526,460.00		FOUNTAIN HEAD INCENTIVE
Fund 135 Total				526,460.00		

Attachment: Carryover projects & POs by account FY2020 to FY2021 (2020-R-74 : Budget Carry Over

FY2020 Carryover Project, Encumbrance, and Reserve Budgets to FY2021

GL Account	2020 Budget	2020 Expenditures	Adjustment	Project FY2020 Balance	Project#	Project Description
139-8110-580.63-00	256,626.00	105,139.73	-	151,486.00	13ST03	OVER-UNDERGRND CONVERSION
139-8110-580.63-00	1,632,880.00	1,571,731.48	-	61,149.00	PKLBLL	PICKLE BALL-HOLLYLAND
Fund 139 Total				212,635.00		
301-8110-580.62-00	150,000.00	-	-	150,000.00	20BG08	Public Works Bldg
301-8110-580.63-00	787,500.00	420.00	26,500.00	813,580.00	19BG07	SUNRISE PARK-N PIER
301-8110-580.63-00		420.00	36,240.00	35,820.00	19BG09	SUNRISE PARK-N PIER SEAWALL
301-8110-580.63-00	800,000.00	420.00	28,500.00	828,080.00	19BG10	SUNRISE PARK-N PIER SEAWALL
301-8110-580.63-00	50,000.00	-	25,000.00	75,000.00	20BG09	VETERANS FLAG POLE & CIRCLE
301-8110-580.63-00	-	-	80,000.00	80,000.00		SUNRISE PARK-IMPV
301-8110-580.64-00	70,000.00	-		70,000.00		PORTABLE RADIO UPGRADE
301-8110-580.64-00	50,000.00	-		50,000.00		FIRE TRUCK RESERVE
301-8110-580.64-00	323,402.00	-		323,402.00	18NAVA	ERP UPGRADE
Fund 301 Total				2,425,882.00		
400-3010-533.34.00	-	-	3,500.00	3,500.00		GPS VEHICLE TRACKING SYSTEM
400-3010-535.34.00	-	-	3,500.00	3,500.00		GPS VEHICLE TRACKING SYSTEM
400-3010-533.46.63	20,000.00	-	-	20,000.00		WATER TOWER PAINTING
400-3010-533.52-01	228,000.00	223,482.00	15,000.00	19,518.00		OPERATING SUPPLIES
400-8110-581.10-01	-	-	81,250.00	81,250.00		TRANSFER TO GENERAL FUND
400-3010-533.52-64	22,500.00	4,287.00	-	18,213.00		AUTO FLUSING DEVICES
Fund 400 Total				145,981.00		
407-8110-580.63-00	77,500.00	10,140.00	-	67,360.00	19WW04	LIFTSTATION #11
407-8110-580.63-00	160,000.00	5,171.00		154,829.00	20WA02	WTR MN BIRMINGHAM
407-8110-580.63-00	220,000.00	169,451.00	14,185.99	64,735.00	20WW01	SCADA SYSTEM
407-8110-580.63-00	450,000.00	185,378.00		264,622.00	20WW02	LIFTSTATION #9
407-8110-580.63-00	480,000.00	22,598.00		457,402.00	20WW03	LIFTSTATION #10

FY2020 Carryover Project, Encumbrance, and Reserve Budgets to FY2021

GL Account	2020 Budget	2020 Expenditures	Adjustment	Project FY2020 Balance	Project#	Project Description
407-8110-580.63-00	150,000.00	15,412.00		134,588.00	20WW04	AERATED WALKWAY
407-8110-580.63-00	30,000.00			30,000.00	20WA01	WELLFIELD UPGRADES
407-8110-580.63-00	135,000.00	-	-	135,000.00	20WA05	SOFTENER DRIVE SHAFT 2
Fund 407 Total				1,308,536.00		
460-3080-538.34-00	-		3,000.00	3,000.00		GPS VEHICLE TRACKING SYSTEM
Fund 460 Total				3,000.00		
461-8110-580.63-00	342,489.33	2,444.67	-	340,045.00	19SW01	FLOMICH ST PIPE REPLACE
461-8110-580.63-00	301,850.00	-	-	301,850.00	19SW02	ESPANOLA AVE DRAINAGE
461-8110-580.63-00	133,000.00	-	-	133,000.00	19SW03	STATE AVE DRAINAGE
461-8110-580.63-00	183,700.00	-	-	183,700.00	19SW04	TUSCALOOSA AVE DRAINAGE
461-8110-580.63-00	41,993.00	37,500.00	-	4,493.00	20SW02	espanola s drainage
461-8110-580.63-00	660,000.00		-	660,000.00		Mirage Pond
Fund 461 Total				1,623,088.00		
501-8110-580.64-00	-	-	18,000.00	18,000.00		IT CARRYOVER
501-8110-580.64-00	26,000.00	3,589.00	(411.04)	22,000.00		IT CARRYOVER
501-8110-580.64-00	13,424.00	4,784.00	-	8,640.00		CENTRAL SQ FOR PAYMENTUS
Fund 501 Total				48,640.00		
502-4160-519.34-00	-	-	1,200.00	1,200.00		GPS VEHICLE TRACKING SYSTEM
Fund 502 Total				1,200.00		
Total				11,744,535.00		

Exhibit "A"

FY 2020 - 2021 BUDGET AMENDMENT**FUND BUDGET DETAIL**

REVENUES AND EXPENSES FY 2020 - 2021	REVENUES	EXPENSES	VARIANCE
001 - GENERAL FUND	\$ 662,950	\$ 662,950	\$ -
002 - FUEL TAX FUND	\$ 50,000	\$ 50,000	\$ -
004 - BUILDING AND ZONING	\$ 1,200	\$ 1,200	\$ -
130 - CRA	\$ 4,734,963	\$ 4,734,963	\$ -
135 - CRA FOUNTAIN HEAD	\$ 526,460	\$ 526,460	\$ -
139 - CRA CAPITAL	\$ 212,635	\$ 212,635	\$ -
301-CAPITAL PROJECTS FUND	\$ 2,425,882	\$ 2,425,882	\$ -
400-WATER SEWER FUND	\$ 145,981	\$ 145,981	\$ -
407-WATER SEWER R&R FUND	\$ 1,308,536	\$ 1,308,536	\$ -
460 - STORMWATER	\$ 3,000	\$ 3,000	\$ -
461 - STORMWATER CAPITAL	\$ 1,623,088	\$ 1,623,088	\$ -
501- INFORMATION TECHNOLOGY	\$ 48,640	\$ 48,640	\$ -
502 - FLEET	\$ 1,200	\$ 1,200	\$ -
TOTAL ALL FUNDS	\$ 11,744,535	\$ 11,744,535	\$ -

Attachment: Carryover Budget Resolution Exhibit A 12-08-2020 (2020-R-74 : Budget Carry Over Funds from FY19-20 to FY20-21)



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

**City Commission
Resolution**

MEETING DATE: December 8, 2020
FROM: Antoine Khoury
SUBJECT: 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 17B Rehabilitation (21WW02) Not to Exceed \$49,671.00; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2020-R-75
APPLICANT:
PLANNER:

DISCUSSION:

During an evaluation of the City's lift stations it was determined that Lift Station 17B, located on 1028 Great Oaks Circle, is in need of refurbishing. This lift station improvement project was proposed due to the age (27 years old) and the condition of the lift station. The upgrade will include converting the lift station from a dry pit can-style lift station to a submersible style. This upgrade will also include removal of the existing hardware and the installation of new submersible pumps, rails, pipes and controls. The existing wetwell will be reused. This proposed refurbishing is consistent with the need to upgrade facilities to reach full compliance with the Department of Environmental Protection standards and protect health, safety and welfare of our citizens.

The scope of services from Mead and Hunt, Inc., includes the design, permitting, bidding services, construction administration, and construction observation to rehabilitate Lift Station 17B. The consultant will provide agendas and summaries for all design and construction meetings. Engineering services include data collection, preliminary design, final design, preparation of specifications, permitting, and completion of bidding. Construction services include contract administration, inspection, preparation of record drawings, and certification of project completion to permitting agencies.

The overall project costs are estimated at \$350,000 with \$100,119 reimbursable through the grant. Per HUD requirements, CDBG funds may be used for Water/Sewer Improvements provided the service area has at least 50.42% of the population within a low/moderate income bracket. The service area of Lift Station #17B is exclusively residential, with 69 residential parcels. The percentage of residents of low to moderate income in this service area is 53.87%.

A copy of the proposed CDBG application is included under Exhibit "A".

FISCAL ANALYSIS:

The City entered into a Continuing Services Contract for a term of five (5) years with Mead & Hunt (formerly Quentin L. Hampton) in December 2015. A one (1) year renewal of this contract was granted with the same original contract terms and conditions.

Anticipated revenue of \$100,119 and expenditures of \$350,000 was budgeted in the FY 2020/2021 budget.

\$49,671.00 for this engineering design has been budgeted in account number 407-8110-580.63-00 and Project Code 21WW02.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services to facilitate the improvements to Lift Station 17B.

COMMISSION GOALS:

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:

APPROVE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT LIFT STATION 17B REHABILITATION NOT TO EXCEED \$49,671.00.

ATTACHMENTS:

- Exhibit A - CDBG FY2020-2021 Annual Plan (1) (PDF)
- Engineer Proposal Lift Station 17B Rehabilitation 5.22.20 (PDF)

Resolution No. 2020-75

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 17B REHABILITATION (21WW02) NOT TO EXCEED \$49,671.00; 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 17B REHABILITATION (21WW02) NOT TO EXCEED \$49,671.00; 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 2020-21 budget; and

WHEREAS, the proposed capital project has been submitted as part of the fiscal year 2020-2021 CDBG Annual Plan; 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 17B Rehabilitation not to exceed \$49,167.00.

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 DECEMBER, 2020.



County of Volusia

PY 2020/21

Community Development Block Grant (CDBG) Program

Capital Improvement Project Application

City of Holly Hill

Applicant City

Water/Sewer Improvements - Refurbishment of Lift Station #17-B

Project Name



2020 CDBG Jurisdiction Funding Application
Capital Project

A. Application Checklist

PY 2020/21 CDBG Capital Project - Jurisdiction Funding Application Checklist

*Applicant **MUST** place this initialed and signed checklist on top of all submitted proposals*

Initials of CDBG Primary Contact or Representative	Necessary Application Document/Information
SJ	Applicant Information
SJ	Project description/Location & Implementation Responsibility
SJ	Plan of Action
SJ	Budget
SJ	Procurement Description
SJ	Applicable Procurement Policy (attach only the pages referenced)
	<u>Signed and Completed</u> Certification of Construction Need (Required for existing structures or facilities)
	Signed and Completed Conflict of Interest Statement
SJ	Attached Maps and/or Photos
	Other (If applicable) _____

Note: When filing out this application please refer to the PY 2020/21 CDBG Funding Application Instructions and Guidance



2020 CDBG Jurisdiction Funding Application
Capital Project

B. Applicant Information

Name of Applicant (City, Town, Department): City of Holly Hill

CDBG Primary Contact Name and Title:

(should be the same for all proposals) Steven Juengst - Facilities Supervisor

Email Address: sjuengst@hollyhillfl.org

Phone Number: 386-248-9463

Project Manager Name and Title:
(Implementation)

Steven Juengst - Facilities Supervisor

Email Address: sjuengst@hollyhillfl.org

Phone Number: 386-248-9463

Proposed Project Title: Water/Sewer Improvements - Refurbishment of Lift Station #17-B

Total Amount Requested: \$100,119.00

Total Estimated Project Cost: \$350,000.00

Additional Funds Available to Leverage, if applicable: \$249,881.00

Enterprise Funds - Sewer Renewal &

Source of Additional Funds, if applicable:

Replacement

1028 Great Oaks Drive, Holly Hill, Florida

Physical Location of Proposed Project:

32117

Certifying Representative

▪ Person authorized to sign contract, if project is selected

▪ Please sign in **BLUE INK**

▪ City Manager or Authorized City Official

To the best of my knowledge and belief, data in this proposal are true and correct and the
governing body of the applicant has duly authorized the document.

Signature: _____

Name: Joseph A. Forte

Date Signed _____

Title: City Manager



2020 CDBG Jurisdiction Funding Application
Capital Project

C. Project Description

Type of Project:

- | | |
|---|--|
| ☐ Acquisition of Real Property | ☐ Flood/Drainage Improvements |
| ☐ Clearance/Demolition | ☐ Code Enforcement |
| ☐ Public Facility Improvements (General) | ☒ Water/Sewer Improvements |
| ☐ Senior Centers | ☐ Non-Residential Historic Preservation |
| ☐ Neighborhood Facilities | ☐ Street/Sidewalk Improvements |
| ☐ Parks, Recreational Facilities | ☐ ADA Accessibility |

Exact location/project address:

1028 Great Oaks Drive, Holly Hill, Florida 32117

If applicable please indicate the following:

Address Start: _____ Address End: _____ Linear Feet: _____

Summary of project:

The City of Holly Hill uses a conventional gravity collection system for its sanitary sewer infrastructure. Gravity sewer lines carry waste water to lift stations, which then perform a critical function by pumping waste water through force mains to the waste water treatment plant for appropriate treatment.

The City of Holly Hill proposes to refurbish a lift station located at 1028 Great Oaks Drive. In this refurbishment project, the City proposes to replace existing hardware, install submersible pumps, rails and pipes. Additional work will include dewatering, bypass pumping, electrical work, maintenance of traffic, restoration and the furnishment of As-Built drawings.

Project Need and Justification:

(Include demand and location of similar facilities)

The City's lift station #17-B was installed in 1993, and is a Smith & Loveless station that is badly rusted and beginning to leak. Only (1) of (2) pumps are currently operational at this lift station. The useful life of a lift station is 15 years. Due to the age and condition of the lift station, the probability of catastrophic failure is significant.

Anticipated accomplishments and/or outcomes:

It is anticipated that the refurbishment of lift station #17-B with the installation of new submersible pumps and hardware will create a more dependable lift station with far less chance of failure.



2020 CDBG Jurisdiction Funding Application
Capital Project

Describe the designated service area and beneficiaries:

(Provide a detailed description and a map that clearly shows the project site and area that will benefit, include photos if applicable)

Lift station #17-B is located at 1028 Great Oaks Drive in Holly Hill. The service area of the lift station is exclusively residential, with 69 residential parcels. The residents who will benefit from this refurbishment are located in a block of the CDBG area with 53.87% of residents of low to moderate income.



2020 CDBG Jurisdiction Funding Application
Capital Project

D. National Objective

Activity will meet a national objective by: *(choose one of the two options)*

☒ **Area Benefit**

(choose one of the two options)

☒ Census tract block group data

or

☐ Income survey conducted by city and approved by county and HUD

☐ **Limited Clientele Benefit**

(choose one of the two options)

☐ Will be income verified

or

☐ Presumed low-income by HUD

Area Benefit: *(if applicable)*

Census Tract	Block Group	Total Population	Low/Mod Population	% Low/Mod Population
809.02	3	1,550	835	53.87
Total				

Limited Clientele Benefit: *(if applicable)*

Qualifying group

Number of persons served

Similar Projects:

(Describe any past similar projects carried out, and the outcomes)

The City has been refurbishing its outdated lift stations at approximately 2 per year. Lift Station 12, rehabilitated during the 2016 CDBG cycle or Lift Station 6, rehabilitated during the 2015 CDBG cycle are examples of similar work recently completed. There have been no failures of these lift stations since their refurbishment.

Feasibility of Maintaining Project:

(Explain future maintenance as a result of the project)

Checking the operational conditions is a part of weekly work for City of Holly Hill collections mechanics. However, with an expected life of 15 years for submersible pumps, it is anticipated that any significant repairs will be absent from this lift station following refurbishment for a period of at least 15 years.

Citizen Participation:



2020 CDBG Jurisdiction Funding Application
Capital Project

(Explain what input citizens had in identifying the need, identifying the project, or approving the project)

Due to the coronavirus, the public meeting which was scheduled to help the City identify potential projects was cancelled. As an alternative, the City has posted a news link on its website encouraging public input for ideas of projects designed to assist low to moderate income areas of Holly Hill. The link to the City's website address is below:

<https://www.hollyhillfl.org/publicworks/page/community-development-block-grant-ideas>

Unfortunately, no comments were received from Holly Hill's citizenry suggesting potential CDBG eligible projects.



2020 CDBG Jurisdiction Funding Application
Capital Project

E. Project Timeframe

Implementation Responsibility:

☒ Subrecipient
(City or Department Applying for funds)
☐ City or Department Employees
☒ Contractor

☐ County of Volusia
(If applicant is a city and the proposed project is being implemented by the County of Volusia please provide documentation showing the communication and planning done between the subrecipient and the county department)

Comments about implementation responsibility (if needed):

The City will hire a contractor to provide engineering and design of this refurbishment. This contractor will have a project manager assigned to provide day to day supervision of the project progress. The Facilities Supervisor will act as the project manager on behalf of the City and will oversee both the engineering and construction phases of this project.

Plan of Action:

Plan of Action below will become part of the Subrecipient Agreement if project is approved (Clearly explain who created the POA provided below (i.e. purchasing analyst, public works director...), what factors were considered, what is unique to this project timeline, and note any potential concerns)

The plan of action was developed by the Facilities Supervisor upon the study of actual times spent in a similar project. In this case, the actual timeline from the refurbishment of lift station #12 was employed.

CDBG PY 2020/21 Plan of Action		
Milestones	Planned Date	Notes (not required)
Authorization to Proceed Received	10/1/20	Remaining dates will adjust if ATP is not received by this date
Technical Design & Procurement Documents Complete	03/02/2021	
Complete Solicitation Package Submitted to Volusia County	03/09/2021	
Solicitation Package Approved by Volusia County (Allow one week)	03/16/2021	
Solicitation Advertised	03/25/2021	
Pre-Solicitation Meeting	04/03/2021	
Solicitation Opening	04/24/2021	
Contract Award	05/09/2021	
Pre-Construction Meeting	06/04/2021	
Issue a Notice to Proceed	06/07/2021	
Project Start Date	06/07/2021	



2020 CDBG Jurisdiction Funding Application
Capital Project

Project Completed	12/02/2021	
All Reimbursement Requests Submitted to Volusia County	12/31/2021	



2020 CDBG Jurisdiction Funding Application
Capital Project

F. Project Budget

(Applicants must either fill out the following budget, or attach an additional budget)

Budget Categories	Project Cost Estimate	Sources of Funds		
		CDBG Funds	Applicant Funds	Other
		AMOUNT	AMOUNT	AMOUNT
Materials Costs	\$170,500	\$53,619	\$116,881	
Labor Costs	\$148,500	\$46,500	\$102,000	
Engineering Services	\$31,000	\$0.00	\$31,000	
Other: _____				
Other: _____				
Other: _____				
SOURCE TOTAL (Column total)		\$100,119	\$249,881	
TOTAL PROJECT COST (the total project costs, all funding sources)	\$350,000			

**Please note, due to grant-based accounting method used by HUD, funds cannot be transferred between fiscal years. As a result, remaining program year balances that are less than \$1,000 will revert to countywide funds.*

Description of Budget:

(Explain the budget above. Include the resources that will be used for the project prior to reimbursement, any potential funding concerns, completeness of budget given, and estimates used. Backup documentation for the budget amounts should be available upon request. If project is to be implemented by the county, attach correspondence with relevant County of Volusia department stating the budget reasoning.)

The total cost of the project was developed in coordination with one of the City's continuing services engineering firms: Mead and Hunt. Based on past similar projects, the estimation of costs is based on:

\$19,000 for demolition costs
 \$7,700 for bypass pumping
 \$151,000 for complete lift station
 \$46,000 for a new wet well
 \$55,000 for electrical work
 \$2,500 for As-Built plans
 \$3,000 for maintenance of traffic
 \$5,800 for restoration
 \$29,000 for contingency
 \$31,000 for engineering services
 Total of these estimates is: \$350,000

Leveraged Funds:



2020 CDBG Jurisdiction Funding Application
Capital Project

(Clearly explain what funds, if any, are being used to match CDBG funds for the project)

The amount of \$350,000 is anticipated to be approved into the FY2020/2021 utilities budget for the City of Holly Hill. Of these funds, \$100,119 will cover costs until such time that reimbursement of work from the County is received; \$249,881 will be set aside for the City's financial contribution towards this project.

Outstanding Balance:

(Explain any remaining CDBG balances from prior year capital projects)

The fiscal year 2019/2020 CDBG Project - Lift Station #9 refurbishment is currently underway with the pre-bid meeting occurring on April 7, 2020. This project is anticipated to be completed by December 31, 2020. The balance for this project is \$98,394.

The fiscal year 2018/2019 CDBG Project - Refurbishment of Lift Station #13 has been 100% completed with a reimbursement request submitted to Volusia County. All required documents have been submitted and reviewed by Volusia County and is compliance with CDBG requirements. The final pay application was sent to the City of Holly Hill's finance department for payment processing on April 21, 2020. Upon receipt of proof of payment, the City will send a final reimbursement request to Volusia County. The total outstanding balance for this project is \$78,545.



G. § 570.611 Conflict of Interest

Please read and sign at the bottom of the next page, signifying that you have read and agree to adhere to the following policy. Also, please disclose any potential conflicts including any boards or committees currently serving on, any private companies owned by you or members of your Board of Directors, and any other potential conflicts.

(a) Applicability. (1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.

(2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to §570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §570.203, 570.204, 570.455, or 570.703(i)).

(b) Conflicts prohibited. The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.

(c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) Exceptions. Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) *Threshold requirements.* HUD will consider an exception only after the recipient has provided the following documentation:



- (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
- (ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:

- (i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- (ii) Whether an opportunity was provided for open competitive bidding or negotiation;
- (iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- (iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
- (v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;
- (vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- (vii) Any other relevant considerations.

Name		Conflicts/Potential	
Joseph A. Forte		Steven Juengst	
City Manager (or authorized official)		CDBG Liason	
Signature	Date	Signature	Date



2020 CDBG Jurisdiction Funding Application
Capital Project

H. Procurement

Eligible procurement:

Purchases must be handled fairly and in a manner that encourages full and open competition; documentation must be maintained that demonstrates this. Additionally, subrecipients or subgrantees are required to abide by the most strict of the following when purchasing services, supplies, materials, or equipment:

- The municipality or agency purchasing and procurement policy
- All applicable federal procurement rules, most specifically those contained in 24 CFR 85.36
- A Volusia County CDBG entitlement program threshold of \$50,000 for small purchases, which will be outlined in the PY 2020/21 Subrecipient Agreement. Purchases above this threshold must be awarded through a formal competitive bid or proposal process, even if the limit established in the subrecipient's or subgrantee's procurement policy allows a higher threshold for a formal competitive bid. In the event that the municipality or agency procurement policy requires a formal bid for purchases less than \$50,000, the municipality or agency shall follow their policy.

Please note: Approval of the application including the process outlined below does not eliminate the requirement to approve all steps of the project procurement and implementation with Community Assistance prior to moving forward, this is mandatory to ensure that projects remain compliant and eligible for CDBG reimbursement.

What method of procurement will be used for this project:

Include the name of the procurement method, a brief summary of the steps that will be taken, and a reference to the procurement policy of the municipality or agency implementing the project. Attach the page of the policy that applies to the reference to this submission.

The procurement method employed for this project will be a formal contract procedure. This method will include a formal written contract and purchase order to the lowest and best responsible bidder after due notice inviting proposals. This procurement method is a requirement of Section 1.3 section 2 of the City's purchasing policy.

Procurement Reasoning:

(Clearly explain why the method of procurement noted above is the best choice for this project)

The benefits of a formal contract procedure are multifaceted. Invitations to bid are placed in the local newspaper "The Daytona Beach News Journal" but are also placed on Vendor Link. Vendor Link is an online bid posting tool which reaches a far greater area than we typically see during non-formal contract bids. In addition, formal bid procedures give the opportunity for the City to include additional mandates in the contract such as bid bonds, performance bonds and requirements for CDBG documentations.

Procurement Management:

(Explain who will be responsible for implementing the procurement method above, including their position.)

Stella Gurnee - Finance Director



2020 CDBG Jurisdiction Funding Application
Public Service Activity

I. Certification of Construction Need

The purpose of this form is to differentiate between the two categories of public facility or infrastructure projects shown below:

- Maintenance of a public facility or infrastructure, and
- Necessary rehabilitation of a public facility or infrastructure.

The jurisdiction that is implementing the proposed capital project must designate an employee to confirm which category, from the two listed above, of which the project best fits. The employee should have the knowledge and experience to make an informed determination and explanation regarding the proposed project, the facility, the past use, and the current condition.

Jurisdictions should exercise reasonable judgment in choosing an employee to certify the construction need of a project. It is not the intent of the entitlement community, County of Volusia, to have the jurisdiction incur any additional costs or to hire outside experts. Due to the vast differences in the organization of different jurisdictions, specific employee positions cannot be defined. A certification completed by the CDBG contact(s) for the jurisdiction would not be appropriate. Please discuss potential certifications with Volusia County if you have any questions or concerns.

Antoine Khoury - City Engineer/Public Works

Name and Title of Certifying Employee: Director

Email Address: akhoury@hollyhillfl.org Phone Number: 386-248-9493

Proposed Project Title: Water/Sewer Improvements - Lift Station #17-B

Project should be classified as:

☐ Maintenance

 ☐ Deferred Maintenance

 ☒ Rehabilitation

 ☐ New Construction

Reason for determination given: (Attach additional pages or documentation as needed)

The City's lift station #17-B was installed in 1993 and is suffering from rust and leakage. As such, the rehabilitation of the lift station is needed in order to limit the potential of catastrophic failure. A failure in this location could lead to waste water backing up into homes in the area. This scenario poses a significant health hazard to Holly Hill's citizenry.

Antoine Khoury

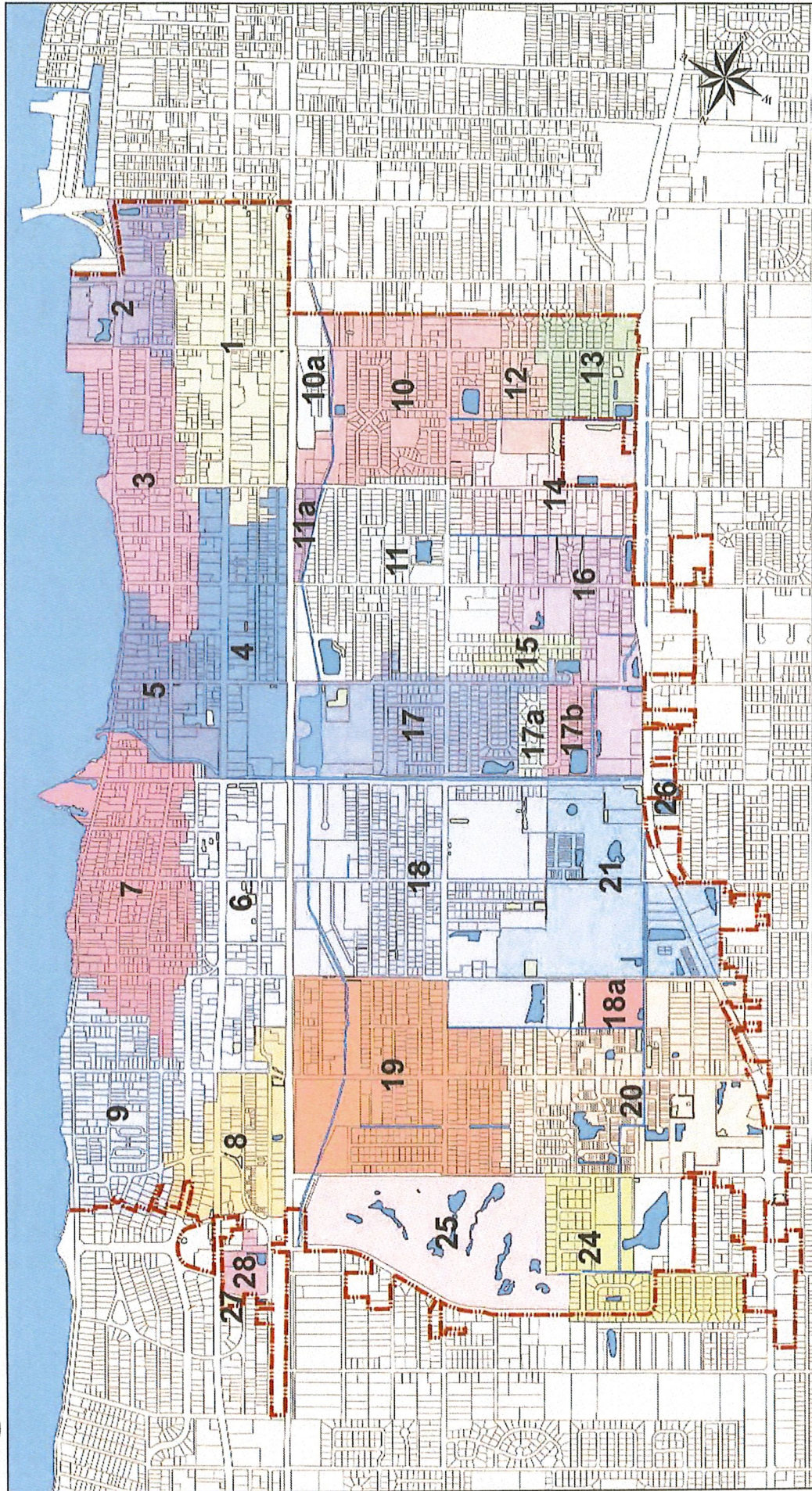
Certifying Employee Printed Name

Certifying Employee Signature

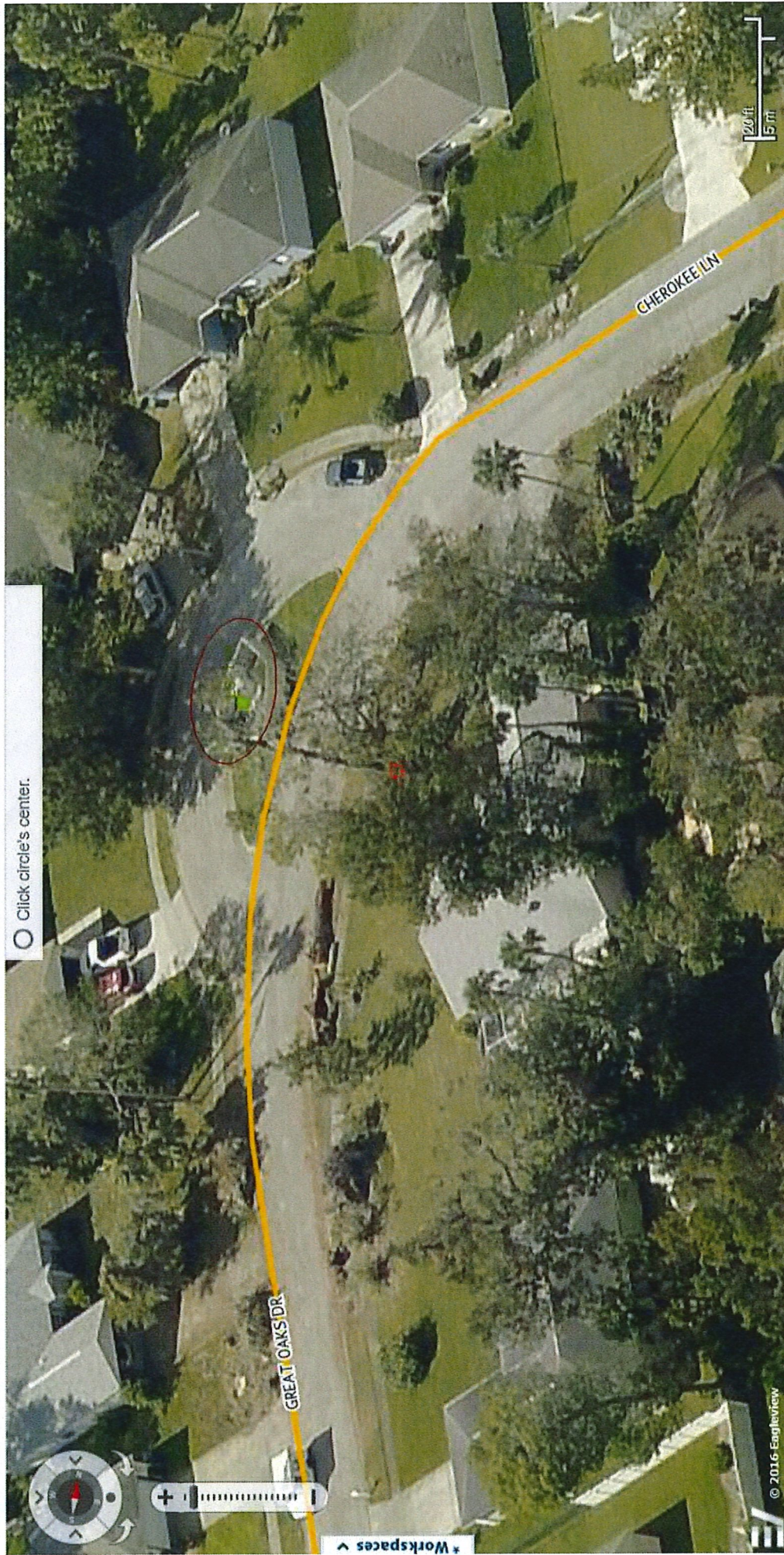
Date



City of Holly Hill, Florida Lift Station Service Areas



Lift Station 17-B
1028 Great Oaks Drive
Holly Hill, Florida 32117



POLICY 1.3 PURCHASING REQUISITIONS

All requisitions shall be authorized by the Department Director or designated authority. Requisitions should originate in the department at the level where the purchase is to be used and routed to the designated approval authority prior to being sent to Finance Department. Requisitions not properly authorized will not be accepted by the on-line system.

ROUTING:

1. For all purchases under \$25,000, the requisitioning Department will enter the requisition into the on-line system for issuance of a purchase order. The Department will obtain quotes as:
 - a. No quotes required under \$2,500
 - i. Estimates are encouraged
 - ii. Preference given to local suppliers
 - b. Quotes required between \$2,500 and \$5,000
 - i. Utilize
 1. Screen shots
 2. Verbal quotes
 - ii. Preference given to local suppliers
 - c. Three written quotes required between \$5,000 - \$25,000
 - i. Written quotes or proposals
 - ii. Preference given to local suppliers
2. For all purchases \$25,000 or greater, the requisitioning Department will request a formal solicitation to be issued by the Finance Department, and then assure that City Commission approval is obtained for award, either of the solicitation or other Commission direction.
3. Upon receipt of the requisition in the Finance Department and dependent on the dollar amount, formal quotations, bids or proposals will be solicited. A purchase order, contract or work order will be issued upon completion of this process.
4. If the requisition is incomplete or not properly prepared, the Finance Department will notify the originating department.
5. For all purchases of capital goods or services, regardless of the dollar amount, the requisitioning Department will enter the requisition into the system assuring appropriate approvals are obtained, unless approved by the Finance Director and under \$25,000.

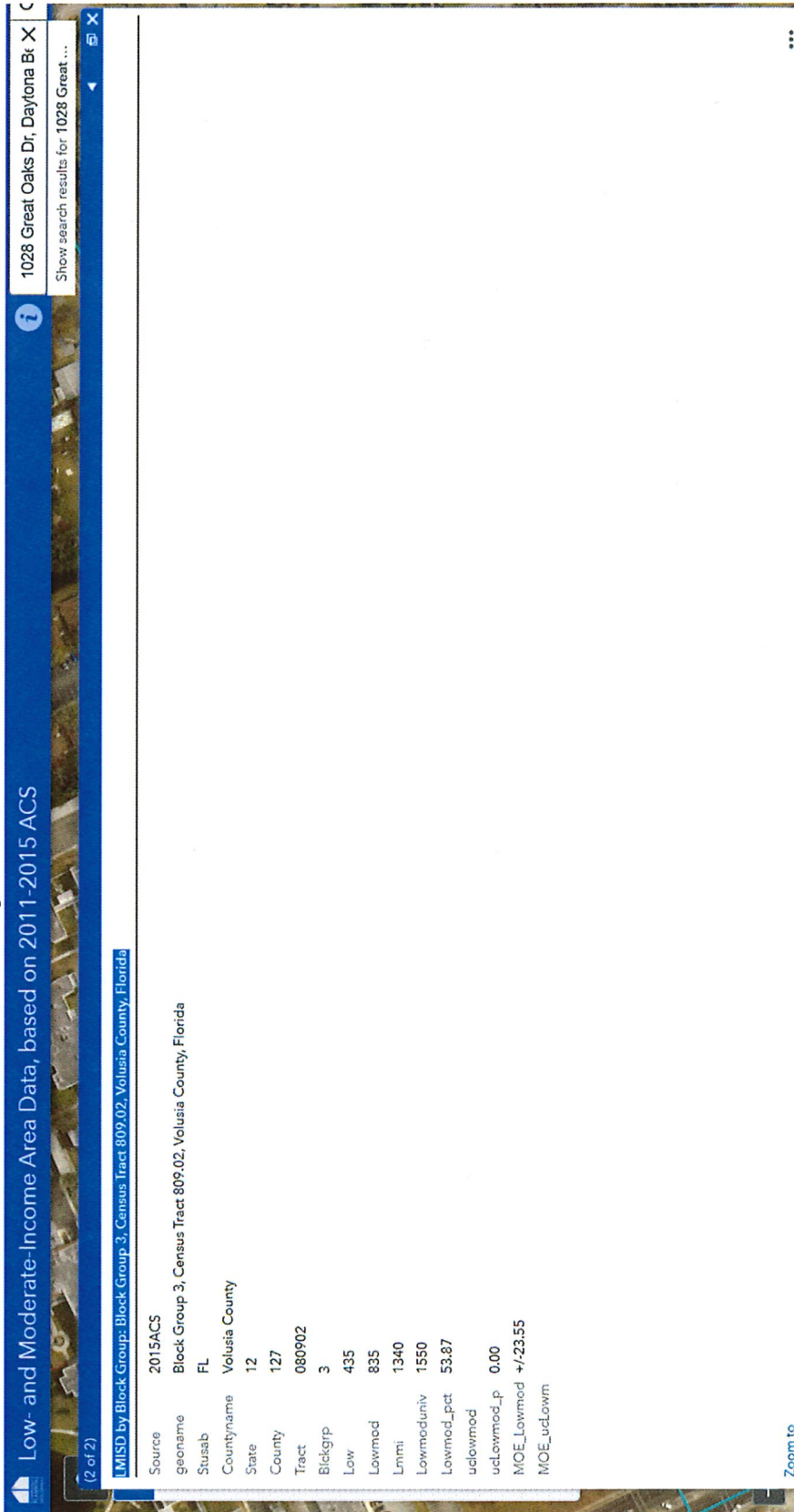
POLICY 1.4 PURCHASING REVIEWS

REVIEW OF SPECIFICATIONS-OTHER DEPARTMENTAL APPROVALS REQUIRED: Prior to issuance of bids or the processing of a requisition with specifications included, review of the items to be purchased and the specifications for certain commodities and services must be made by other departments / Departments within the City to assure open competitive bidding, compatibility, standardization, and up-to-date specifications. The following are mandated reviews:

Lift Station #17B

1028 Great Oaks Drive

Holly Hill, Florida 32117





May 22, 2020

Antoine Khoury, P.E.
City Engineer/Public Works Director
City of Holly Hill
453 LPGA Blvd
Holly Hill, FL 32117

Email: akhoury@hollyhillfl.org
Hard Copy Mailed Only on Request

**Subject: CITY OF HOLLY HILL
LIFT STATION #17B REHABILITATION
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 scope includes design, permitting, bidding services, construction administration, and construction observation.

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,
MEAD & HUNT, Inc.

A blue ink signature of Kevin Lee, P.E., written in a cursive style.

Kevin Lee, P.E.
Project Manager

A blue ink signature of David King, P.E., written in a cursive style.

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

KAL/DAK; bf

Enclosures: Scope of Services, Fee Estimate

cc: John Dally – City of Holly Hill jdally@hollyhillfl.org

Antoine Khoury
May 22, 2020
Page 2

**SCOPE OF SERVICES
FOR
LIFT STATION #17B REHABILITATION
CITY OF HOLLY HILL**

This Task Order is in conformance with the Services Agreement for General Engineering Services, RFQ-ENG-15-01 dated December 4, 2015 between the City of Holly Hill (CITY) and Mead & Hunt, Inc. (CONSULTANT) and is referred to herein as the Contract.

GENERAL

This scope of services provided to the CITY of Holly Hill includes the design, permitting, bidding services, construction administration, and construction observation to rehabilitate Lift Station #17B. CONSULTANT will provide electronic copies of all work products, with hard copies upon request. CONSULTANT will provide agendas and summaries for all design and construction meetings.

BASIS OF DESIGN

The rehabilitation of this lift station is necessary due to its age and condition. Upgrades will convert the lift station from a dry pit can-style lift station to a submersible style, including removal of the existing hardware and the installation of new submersible pumps, rails, pipes, and controls. The existing wetwell will be reused. No expansion or relocation of the existing lift station site is assumed.

SCOPE OF SERVICES

PHASE 1 – DESIGN

After receipt of authorization to proceed, CONSULTANT will complete the following design work:

1. Attend kick-off meeting with CITY
2. Collect field and CITY record information
3. Coordinate survey by survey subconsultant
4. Prepare 60% design documents and submit to CITY, including:
 - a. Construction drawings
 - b. Specifications

Antoine Khoury
May 22, 2020
Page 3

- c. Opinion of Probable Construction Cost
- 5. Meet with CITY to discuss 60% design review comments
- 6. Prepare 90% design documents incorporating CITY 60% design comments and submit to CITY, including:
 - a. Construction drawings
 - b. Specifications
 - c. Opinion of Probable Construction Cost
- 7. Meet with CITY to discuss 90% design review comments
- 8. Prepare 100% design documents incorporating CITY 90% design and permit agency comments and submit to CITY, including:
 - a. Construction drawings
 - b. Specifications
 - c. Opinion of Probable Construction Cost

PHASE 2 – PERMITTING

Upon 90% design, CONSULTANT will complete the following permitting work:

- 1. Prepare and submit FDEP Wastewater Collection System permit application with copy to CITY, pay for permit application fees
- 2. Respond to one (1) request for additional information from FDEP with copy to CITY
- 3. Review received permit for accuracy

PHASE 3 – BIDDING ASSISTANCE

Upon receipt of permit, CONSULTANT will complete the following bidding assistance:

- 1. Prepare bidding documents using CITY provided template documents, including bidding, contract, general conditions and supplementary conditions, submit to CITY for review
- 2. Meet with CITY to discuss bidding documents review comments

Antoine Khoury
May 22, 2020
Page 4

3. Provide electronic version of bidding and design documents to CITY for public advertisement and distribution
4. Attend pre-bid meeting
5. Address questions from potential bidders
6. Prepare addenda for CITY review and distribution
7. Attend the bid opening
8. Prepare a bid tabulation, submit to CITY
9. Review the lowest responsive bidder's qualifications and references.
10. Prepare an award recommendation letter, submit to CITY
11. Attend CITY Commission meeting for bid award to address potential questions

PHASE 4 – CONSTRUCTION CONTRACT ADMINISTRATION AND OBSERVATION

Upon award of the bid by the CITY, CONSULTANT will complete the following construction contract services over the estimated 5-month construction contract period:

1. Coordinate construction contract execution between CITY and contractor
2. Prepare conformed released for construction documents, including:
 - a. Construction drawings with any addenda revisions incorporated
 - b. Specifications with any addenda revisions incorporated
3. Provide released for construction documents to CITY and contractor
4. Attend and preside over preconstruction meeting
5. Review up to five (5) material and equipment submittals from contractor, maintain log
6. Review up to five (5) preconstruction submittals from contractor, maintain log
7. Issue Notice to Proceed to contractor on behalf of CITY
8. Monitor contractor progress on a weekly basis

Antoine Khoury
May 22, 2020
Page 5

9. Address up to ten (10) contractor submitted Requests for Information (RFIs), maintain log
10. Attend and preside over three (3) monthly progress meetings
11. Review up to five (5) monthly pay requests and make recommendation to CITY for payment
12. Review up to two (2) contractor change order requests and make recommendation to CITY for approval
13. Conduct up to three (3) site visits during construction
14. Prepare and submit completion certification to FDEP
15. Establish substantial completion and prepare punch list of remaining/corrective work
16. Establish final completion
17. Coordinate execution of contract closeout paperwork by contractor
18. Prepare construction record drawings utilizing the contractor prepared as-builts
19. Upon mobilization by the contractor, CONSULTANT will complete the following construction observation services over the estimated 1.5-month actual construction period:
 - a. Provide part-time construction project representative to observe the contractor's efforts
 - b. Verify compliance of contractor's efforts with contract documents
 - c. Document construction activity with written reports and photographs
 - d. Observe and review tests performed by contractor
 - e. Maintain annotated construction drawings of observed conditions and minor changes
 - f. Coordinate resolution of resident/property owner complaints with CITY and contractor
 - g. Verify installed quantities and measurements of completed work
 - h. Serve as a liaison between CITY and contractor for any coordinated outages and work

Antoine Khoury
May 22, 2020
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EXCLUSIONS

This scope of services excludes all items not specifically described herein. The CITY acknowledges that CONSULTANT cannot control the contractor's work progress and adjustment in fees may be necessary if construction contract and/or actual construction duration extend beyond estimated timeframes.

SCHEDULE

CONSULTANT will strive to complete the work per the following schedule:

Phase/Task	Duration to Complete	Starting upon
Phase 1 – Design	120 days	Receipt of authorization to proceed
Phase 2 – Permitting	60 days	Client acceptance of 90% deliverable
Phase 3 – Bidding Assistance	Est. 60 days (per CITY schedule)	Client approval of Bid Documents
Phase 4 – Construction Contract Administration and Observation	180 days	Bid award by CITY

The above timeframes include 20 days of CITY design review and 20 days of FDEP permit application/RAI review time.

COMPENSATION

CONSULTANT shall complete the above services for a total price of **\$49,671** based on the following breakdown and basis and the attached estimated manhour schedule.

Phase	Fee	Basis
Phase 1 – Design	\$17,485	Lump Sum
Phase 2 – Permitting	\$2,728	Lump Sum
Phase 3 – Bidding Assistance	\$5,684	Lump Sum
Phase 4 – Contract Administration and Observation	\$21,274	Lump Sum
Phase 5 - Subs/Reimbursables	\$2,500	Time & Expense
Total	\$49,671	

AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by CONSULTANT.

Antoine Khoury
May 22, 2020
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Accepted by: CITY OF HOLLY HILL

Approved by: MEAD & HUNT, INC.

By: _____

By:  _____

Name: _____

Name: David King, PE

Title: _____

Title: Vice President/Business Unit Leader

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

Date: _____

Date May 22, 2020

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

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'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, cityclerk@hollyhillfl.org.



CITY OF HOLLY HILL
LIFT STATION #17B REHABILITATION

ESTIMATED MANHOUR SCHEDULE
22-May-20

Phase	Description	Project Manager (hours)	Professional Engineer (hours)	Engineer Intern (hours)	CAD Technician (hours)	Construction Project Representative (hours)	Admin Assistant (hours)	Total (\$)
	Hourly Rate	\$172.00	\$150.00	\$115.00	\$86.00	\$86.00	\$70.00	
1. Design	1. Attend kick-off meeting with CITY	2	0	2	0	0	2	\$ 714
	2. Collect field and City record information	0	2	4	2	0	1	\$ 1,002
	3. Coordinate survey by survey subconsultant	0	0	2	2	0	1	\$ 472
	4. Prepare 60% design documents and submit to CITY	4	8	16	40	0	8	\$ 7,728
	5. Meet with CITY to discuss 60% design review comments	2	0	2	0	0	2	\$ 714
	6. Prepare 90% design documents incorporating CITY 60% design comments and submit to CITY	2	4	10	20	0	4	\$ 4,094
	7. Meet with CITY to discuss 90% design review comments	2	0	2	0	0	2	\$ 714
	8. Prepare 100% design documents incorporating CITY 90% design and permit agency comments and submit to CITY	1	2	5	10	0	2	\$ 2,047
	Subtotals	13	16	43	74	0	22	\$ 17,485
2. Permitting	1. Prepare and submit FDEP Wastewater Collection System permit application with copy to CITY, pay for permit application fees	2	0	8	0	0	2	\$ 1,404
	2. Respond to one (1) request for additional information from FDEP with copy to CITY	2	0	4	0	0	1	\$ 874
	3. Review received permit for accuracy	0	1	2	0	0	1	\$ 450
	Subtotals	4	1	14	0	0	4	\$ 2,728
3. Bidding Assistance	1. Prepare bidding documents using CITY provided template documents, including bidding, contract, general conditions and supplementary conditions, submit to CITY for review	1	2	0	0	0	16	\$ 1,592
	2. Meet with CITY to discuss bidding documents review comments	2	2	0	0	0	0	\$ 644
	3. Provide electronic version of bidding and design documents to CITY for public advertisement and distribution	0	0	0	0	0	1	\$ 70
	4. Attend prebid meeting	2	0	0	0	0	0	\$ 344
	5. Address questions from potential bidders	1	2	0	0	0	2	\$ 612
	6. Prepare addenda for CITY review and distribution	1	2	0	0	0	2	\$ 612
	7. Attend the bid opening	1	0	0	0	0	0	\$ 172
	8. Prepare a bid tabulation, submit to CITY	1	1	0	0	0	1	\$ 392
	9. Review the lowest responsive bidder's qualifications and references.	1	2	0	0	0	2	\$ 612
	10. Prepare an award recommendation letter, submit to CITY	1	1	0	0	0	2	\$ 462
	11. Attend CITY Commission meeting for bid award to address potential questions	1	0	0	0	0	0	\$ 172
	Subtotals	12	12	0	0	0	26	\$ 5,684
4. Construction Contract Adminstration	1. Coordinate construction contract execution between CITY and contractor	1	0	0	0	0	2	\$ 312
	2. Prepare conformed released for construction documents	1	0	0	4	0	2	\$ 656
	3. Provide released for construction documents to CITY and contractor	0	0	0	0	0	1	\$ 70
	4. Attend preconstruction meeting	2	0	2	0	0	2	\$ 714
	5. Review up to five (5) material and equipment submittals from contractor, maintain log	0	5	0	0	0	2	\$ 890
	6. Review up to five (5) preconstruction submittals from contractor, maintain log	0	5	0	0	0	2	\$ 890
	7. Issue Notice to Proceed to contractor on behalf of CITY	1	0	0	0	0	1	\$ 242
	8. Monitor contractor progress on a weekly basis	0	0	4	0	0	0	\$ 460
	9. Address up to ten (10) contractor submitted Requests for Information (RFIs), maintain log	1	0	4	0	0	2	\$ 772
	10. Attend and preside over three (3) monthly progress meetings	0	6	0	0	0	2	\$ 1,040
	11. Review up to five (5) monthly pay requests and make recommendation to CITY for payment	2	0	0	0	0	2	\$ 484
	12. Review up to two (2) contractor change order requests and make recommendation to CITY for approval	0	2	0	0	0	1	\$ 370
	13. Conduct up to three (3) site visits during construction	0	0	6	0	0	0	\$ 690
	14. Prepare and submit completion certification to FDEP	0	2	0	0	0	2	\$ 440
	15. Establish substantial completion and prepare punchlist of remaining/corrective work	1	0	0	0	0	1	\$ 242
	16. Establish final completion	1	0	0	0	0	4	\$ 452
	17. Coordinate execution of contract closeout paperwork by contractor	1	0	0	0	0	2	\$ 312
	18. Prepare construction record drawings utilizing the contractor prepared as-builts	0	0	2	8	0	2	\$ 1,058
	19. Resident Project Representative (Assumed 1.5 months at 4 hours per day)	0	0	0	0	130	0	\$ 11,180
	Subtotals	11	20	18	12	130	30	\$ 21,274
5. Subconsultants /Reimbursables	Description	Amount						
	Survey Allowance	\$ 1,500						
	Permit Fee Allowance	\$ 500						
	Printing/Reproduction/Postage	\$ 500						
	Total	\$ 2,500						
						Lump Sum Total		\$ 47,171
						Subs/Reimbursables		\$ 2,500
						Total		\$ 49,671



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

**City Commission
Resolution**

MEETING DATE: December 8, 2020
FROM: Antoine Khoury
SUBJECT: 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 5 Rehabilitation (21WW03) Not to Exceed \$49,671.00; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2020-R-76
APPLICANT:
PLANNER:

DISCUSSION:

During an evaluation of the City's lift stations it was determined that Lift Station 5, located opposite of 946 Riverside Drive, is in need of refurbishing. This lift station improvement project was proposed due to the age (over 50 years old) and the condition of the lift station. A complete upgrade including converting the lift station from a dry pit can-style lift station to a submersible style. This upgrade will also include removal of the existing hardware and the installation of new submersible pumps, rails, pipes and controls. The existing wetwell will be reused. This proposed refurbishing is consistent with the need to upgrade facilities to reach full compliance with the Department of Environmental Protection standards and protect health, safety and welfare of our citizens.

The scope of services from Mead and Hunt, Inc., includes the design, permitting, bidding services, construction administration, and construction observation to rehabilitate Lift Station 5. The consultant will provide agendas and summaries for all design and construction meetings. Engineering services include data collection, preliminary design, final design, preparation of specifications, permitting, and completion of bidding. Construction services include contract administration, inspection, preparation of record drawings, and certification of project completion to permitting agencies.

FISCAL ANALYSIS:

The City entered into a Continuing Services Contract for a term of five (5) years with Mead & Hunt (formerly Quentin L. Hampton) in December 2015. A one (1) year renewal of this contract was granted with the same original contract terms and conditions.

Funding for this project has been included in Fiscal Year budget 2020/2021. \$49,671.00 for this engineering design has been budgeted in account number 407-8110-580.63-00 and Project Code

21WW03.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services to facilitate the improvements to Lift Station 5.

COMMISSION GOALS:

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:

APPROVE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT LIFT STATION 5 REHABILITATION NOT TO EXCEED \$49,671.00.

ATTACHMENTS:

- Engineer Proposal Lift Station 5 Rehabilitation 5.22.20 (1) (PDF)

Resolution No. 2020-76

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 5 REHABILITATION (21WW03) NOT TO EXCEED \$49,671.00; 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 5 REHABILITATION (21WW03) NOT TO EXCEED \$49,671.00; 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 2020-21 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 5 Rehabilitation not to exceed \$49,167.00.

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 DECEMBER, 2020.



May 22, 2020

Antoine Khoury, P.E.
City Engineer/Public Works Director
City of Holly Hill
453 LPGA Blvd
Holly Hill, FL 32117

Email: akhoury@hollyhillfl.org
Hard Copy Mailed Only on Request

**Subject: CITY OF HOLLY HILL
LIFT STATION #5 REHABILITATION
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 scope includes design, permitting, bidding services, construction administration, and construction observation.

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,
MEAD & HUNT, Inc.

A handwritten signature in blue ink, appearing to read "Kevin Lee".

Kevin Lee, P.E.
Project Manager

A handwritten signature in blue ink, appearing to read "David King".

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

KAL/DAK; bf

Enclosures: Scope of Services, Fee Estimate

cc: John Dally – City of Holly Hill jdally@hollyhillfl.org

Antoine Khoury
May 22, 2020
Page 2

**SCOPE OF SERVICES
FOR
LIFT STATION #5 REHABILITATION
CITY OF HOLLY HILL**

This Task Order is in conformance with the Services Agreement for General Engineering Services, RFQ-ENG-15-01 dated December 4, 2015 between the City of Holly Hill (CITY) and Mead & Hunt, Inc. (CONSULTANT) and is referred to herein as the Contract.

GENERAL

This scope of services provided to the CITY of Holly Hill includes the design, permitting, bidding services, construction administration, and construction observation to rehabilitate Lift Station #5. CONSULTANT will provide electronic copies of all work products, with hard copies upon request. CONSULTANT will provide agendas and summaries for all design and construction meetings.

BASIS OF DESIGN

The rehabilitation of this lift station is necessary due to its age and condition. Upgrades will convert the lift station from a dry pit can-style lift station to a submersible style, including removal of the existing hardware and the installation of new submersible pumps, rails, pipes, and controls. The existing wetwell will be reused. No expansion or relocation of the existing lift station site is assumed.

SCOPE OF SERVICES

PHASE 1 – DESIGN

After receipt of authorization to proceed, CONSULTANT will complete the following design work:

1. Attend kick-off meeting with CITY
2. Collect field and CITY record information
3. Coordinate survey by survey subconsultant
4. Prepare 60% design documents and submit to CITY, including:
 - a. Construction drawings
 - b. Specifications

Antoine Khoury
May 22, 2020
Page 3

- c. Opinion of Probable Construction Cost
- 5. Meet with CITY to discuss 60% design review comments
- 6. Prepare 90% design documents incorporating CITY 60% design comments and submit to CITY, including:
 - a. Construction drawings
 - b. Specifications
 - c. Opinion of Probable Construction Cost
- 7. Meet with CITY to discuss 90% design review comments
- 8. Prepare 100% design documents incorporating CITY 90% design and permit agency comments and submit to CITY, including:
 - a. Construction drawings
 - b. Specifications
 - c. Opinion of Probable Construction Cost

PHASE 2 – PERMITTING

Upon 90% design, CONSULTANT will complete the following permitting work:

- 1. Prepare and submit FDEP Wastewater Collection System permit application with copy to CITY, pay for permit application fees
- 2. Respond to one (1) request for additional information from FDEP with copy to CITY
- 3. Review received permit for accuracy

PHASE 3 – BIDDING ASSISTANCE

Upon receipt of permit, CONSULTANT will complete the following bidding assistance:

- 1. Prepare bidding documents using CITY provided template documents, including bidding, contract, general conditions and supplementary conditions, submit to CITY for review
- 2. Meet with CITY to discuss bidding documents review comments

Antoine Khoury
May 22, 2020
Page 4

3. Provide electronic version of bidding and design documents to CITY for public advertisement and distribution
4. Attend pre-bid meeting
5. Address questions from potential bidders
6. Prepare addenda for CITY review and distribution
7. Attend the bid opening
8. Prepare a bid tabulation, submit to CITY
9. Review the lowest responsive bidder's qualifications and references.
10. Prepare an award recommendation letter, submit to CITY
11. Attend CITY Commission meeting for bid award to address potential questions

PHASE 4 – CONSTRUCTION CONTRACT ADMINISTRATION AND OBSERVATION

Upon award of the bid by the CITY, CONSULTANT will complete the following construction contract services over the estimated 5-month construction contract period:

1. Coordinate construction contract execution between CITY and contractor
2. Prepare conformed released for construction documents, including:
 - a. Construction drawings with any addenda revisions incorporated
 - b. Specifications with any addenda revisions incorporated
3. Provide released for construction documents to CITY and contractor
4. Attend and preside over preconstruction meeting
5. Review up to five (5) material and equipment submittals from contractor, maintain log
6. Review up to five (5) preconstruction submittals from contractor, maintain log
7. Issue Notice to Proceed to contractor on behalf of CITY
8. Monitor contractor progress on a weekly basis

Antoine Khoury
May 22, 2020
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9. Address up to ten (10) contractor submitted Requests for Information (RFIs), maintain log
10. Attend and preside over three (3) monthly progress meetings
11. Review up to five (5) monthly pay requests and make recommendation to CITY for payment
12. Review up to two (2) contractor change order requests and make recommendation to CITY for approval
13. Conduct up to three (3) site visits during construction
14. Prepare and submit completion certification to FDEP
15. Establish substantial completion and prepare punch list of remaining/corrective work
16. Establish final completion
17. Coordinate execution of contract closeout paperwork by contractor
18. Prepare construction record drawings utilizing the contractor prepared as-builts
19. Upon mobilization by the contractor, CONSULTANT will complete the following construction observation services over the estimated 1.5-month actual construction period:
 - a. Provide part-time construction project representative to observe the contractor's efforts
 - b. Verify compliance of contractor's efforts with contract documents
 - c. Document construction activity with written reports and photographs
 - d. Observe and review tests performed by contractor
 - e. Maintain annotated construction drawings of observed conditions and minor changes
 - f. Coordinate resolution of resident/property owner complaints with CITY and contractor
 - g. Verify installed quantities and measurements of completed work
 - h. Serve as a liaison between CITY and contractor for any coordinated outages and work

Antoine Khoury
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EXCLUSIONS

This scope of services excludes all items not specifically described herein. The CITY acknowledges that CONSULTANT cannot control the contractor's work progress and adjustment in fees may be necessary if construction contract and/or actual construction duration extend beyond estimated timeframes.

SCHEDULE

CONSULTANT will strive to complete the work per the following schedule:

Phase/Task	Duration to Complete	Starting upon
Phase 1 – Design	120 days	Receipt of authorization to proceed
Phase 2 – Permitting	60 days	Client acceptance of 90% deliverable
Phase 3 – Bidding Assistance	Est. 60 days (per CITY schedule)	Client approval of Bid Documents
Phase 4 – Construction Contract Administration and Observation	180 days	Bid award by CITY

The above timeframes include 20 days of CITY design review and 20 days of FDEP permit application/RAI review time.

COMPENSATION

CONSULTANT shall complete the above services for a total price of **\$49,671** based on the following breakdown and basis and the attached estimated manhour schedule.

Phase	Fee	Basis
Phase 1 – Design	\$17,485	Lump Sum
Phase 2 – Permitting	\$2,728	Lump Sum
Phase 3 – Bidding Assistance	\$5,684	Lump Sum
Phase 4 – Contract Administration and Observation	\$21,274	Lump Sum
Phase 5 - Subs/Reimbursables	\$2,500	Time & Expense
Total	\$49,671	

AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by CONSULTANT.

Antoine Khoury
May 22, 2020
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Accepted by: CITY OF HOLLY HILL

Approved by: MEAD & HUNT, INC.

By: _____

By:  _____

Name: _____

Name: David King, PE

Title: _____

Title: Vice President/Business Unit Leader

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

Date: _____

Date May 22, 2020

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

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'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, cityclerk@hollyhillfl.org.



CITY OF HOLLY HILL
LIFT STATION #5 REHABILITATION

ESTIMATED MANHOUR SCHEDULE
22-May-20

Phase	Description	Project Manager (hours)	Professional Engineer (hours)	Engineer Intern (hours)	CAD Technician (hours)	Construction Project Representative (hours)	Admin Assistant (hours)	Total (\$)
	Hourly Rate	\$172.00	\$150.00	\$115.00	\$86.00	\$86.00	\$70.00	
1. Design	1. Attend kick-off meeting with CITY	2	0	2	0	0	2	\$ 714
	2. Collect field and City record information	0	2	4	2	0	1	\$ 1,002
	3. Coordinate survey by survey subconsultant	0	0	2	2	0	1	\$ 472
	4. Prepare 60% design documents and submit to CITY	4	8	16	40	0	8	\$ 7,728
	5. Meet with CITY to discuss 60% design review comments	2	0	2	0	0	2	\$ 714
	6. Prepare 90% design documents incorporating CITY 60% design comments and submit to CITY	2	4	10	20	0	4	\$ 4,094
	7. Meet with CITY to discuss 90% design review comments	2	0	2	0	0	2	\$ 714
	8. Prepare 100% design documents incorporating CITY 90% design and permit agency comments and submit to CITY	1	2	5	10	0	2	\$ 2,047
	Subtotals	13	16	43	74	0	22	\$ 17,485
2. Permitting	1. Prepare and submit FDEP Wastewater Collection System permit application with copy to CITY, pay for permit application fees	2	0	8	0	0	2	\$ 1,404
	2. Respond to one (1) request for additional information from FDEP with copy to CITY	2	0	4	0	0	1	\$ 874
	3. Review received permit for accuracy	0	1	2	0	0	1	\$ 450
	Subtotals	4	1	14	0	0	4	\$ 2,728
3. Bidding Assistance	1. Prepare bidding documents using CITY provided template documents, including bidding, contract, general conditions and supplementary conditions, submit to CITY for review	1	2	0	0	0	16	\$ 1,592
	2. Meet with CITY to discuss bidding documents review comments	2	2	0	0	0	0	\$ 644
	3. Provide electronic version of bidding and design documents to CITY for public advertisement and distribution	0	0	0	0	0	1	\$ 70
	4. Attend prebid meeting	2	0	0	0	0	0	\$ 344
	5. Address questions from potential bidders	1	2	0	0	0	2	\$ 612
	6. Prepare addenda for CITY review and distribution	1	2	0	0	0	2	\$ 612
	7. Attend the bid opening	1	0	0	0	0	0	\$ 172
	8. Prepare a bid tabulation, submit to CITY	1	1	0	0	0	1	\$ 392
	9. Review the lowest responsive bidder's qualifications and references.	1	2	0	0	0	2	\$ 612
	10. Prepare an award recommendation letter, submit to CITY	1	1	0	0	0	2	\$ 462
	11. Attend CITY Commission meeting for bid award to address potential questions	1	0	0	0	0	0	\$ 172
	Subtotals	12	12	0	0	0	26	\$ 5,684
4. Construction Contract Adminstration	1. Coordinate construction contract execution between CITY and contractor	1	0	0	0	0	2	\$ 312
	2. Prepare conformed released for construction documents	1	0	0	4	0	2	\$ 656
	3. Provide released for construction documents to CITY and contractor	0	0	0	0	0	1	\$ 70
	4. Attend preconstruction meeting	2	0	2	0	0	2	\$ 714
	5. Review up to five (5) material and equipment submittals from contractor, maintain log	0	5	0	0	0	2	\$ 890
	6. Review up to five (5) preconstruction submittals from contractor, maintain log	0	5	0	0	0	2	\$ 890
	7. Issue Notice to Proceed to contractor on behalf of CITY	1	0	0	0	0	1	\$ 242
	8. Monitor contractor progress on a weekly basis	0	0	4	0	0	0	\$ 460
	9. Address up to ten (10) contractor submitted Requests for Information (RFIs), maintain log	1	0	4	0	0	2	\$ 772
	10. Attend and preside over three (3) monthly progress meetings	0	6	0	0	0	2	\$ 1,040
	11. Review up to five (5) monthly pay requests and make recommendation to CITY for payment	2	0	0	0	0	2	\$ 484
	12. Review up to two (2) contractor change order requests and make recommendation to CITY for approval	0	2	0	0	0	1	\$ 370
	13. Conduct up to three (3) site visits during construction	0	0	6	0	0	0	\$ 690
	14. Prepare and submit completion certification to FDEP	0	2	0	0	0	2	\$ 440
	15. Establish substantial completion and prepare punchlist of remaining/corrective work	1	0	0	0	0	1	\$ 242
	16. Establish final completion	1	0	0	0	0	4	\$ 452
	17. Coordinate execution of contract closeout paperwork by contractor	1	0	0	0	0	2	\$ 312
	18. Prepare construction record drawings utilizing the contractor prepared as-builts	0	0	2	8	0	2	\$ 1,058
	19. Resident Project Representative (Assumed 1.5 months at 4 hours per day)	0	0	0	0	130	0	\$ 11,180
	Subtotals	11	20	18	12	130	30	\$ 21,274
5. Subconsultants /Reimbursables	Description	Amount						
	Survey Allowance	\$ 1,500						
	Permit Fee Allowance	\$ 500						
	Printing/Reproduction/Postage	\$ 500						
	Total	\$ 2,500						
						Lump Sum Total		\$ 47,171
						Subs/Reimbursables		\$ 2,500
						Total		\$ 49,671



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

**City Commission
Agenda Item**

5.5

MEETING DATE: December 8, 2020
FROM: Steve Aldrich
SUBJECT: Towing Service Contract RFP 2020-PD-02- Towing Services
NUMBER: (ID # 3138)
APPLICANT:
PLANNER:

DISCUSSION:

The Towing Service Agreement provides the City with an exclusive towing service provider that professionally and timely removes inoperable vehicles from roadways, crash sites, and other locations as authorized by City representatives. The service agreement also allows for the towing of City owned vehicles and storage of vehicles seized as evidence in criminal investigations.

The City of Holly Hill announced the Request for Proposals (RFP) for Towing Service Agreements, on October 10, 2020, via MyVendorLink.com (An online solicitation company used to secure professional services). Also, the RFP was published on the City's website. Additionally, all local Holly Hill Towing Service providers were independently contacted and advised to monitor MyVendorLink.com and the City's website for the Towing (RFP).

There were four (4) Towing Service providers that submitted bids on this contract. The contract that was bid was provided by the city and did not allow individual vendors to vary required service levels or fees charged to patrons.

On November 11, 2020, at 2:00 pm, the sealed bids submitted to the city were opened and documented. Four (4) Towing Service providers submitted bids on the city's proposed contract. (Arrow Service & Towing, Fryer's Towing Service, Volusia County Towing, and Universal Towing)

On November 24, 2020, at 10:00 am and November 30, 2020 at 3:30 pm, the Towing Service contract review committee met and ranked the vendors that submitted bids.

Arrow Service & Towing was ranked first at \$1,805.41 per month for a total of \$59,578.53 for the duration of the 33 month contract, which also allows for two 12 month extensions. Arrow Service & Towing facilities have been inspected to ensure that they meet the city's required insurances, towing vehicle fleet, vehicle storage capacity, and proximity to the City. Arrow Service and Towing has met all of the city's contract requirements.

Volusia County Towing was ranked second at \$1,500.00 per month for a total of \$49,500.00 for the duration of the 33 month contract, which also allows for two 12 month extensions.

Universal Towing had bid \$1,861.00 per month for a total of \$61,413.00 for the duration of the 33 month contract. The Selection Review Committee is recommending that Universal Towing's bid be rejected due to past performance issues on a prior awarded Towing Service contract with the City.

Fryer's Towing bid \$2,346.12 for the 33 month contract period (documentation did not clearly state whether the \$2,346.12 was per month the total for the 33 month contract period). However, the Selection Review Committee is recommending that the bid be rejected for failing to include a signed contract and failing to disclose currently pending civil litigation with the City of Holly Hill.

FISCAL

ANALYSIS:

This is a revenue generating contact that would provide benefit to the city each year the contact is in effect.

STAFF

RECOMMENDATION:

Accept and approve entering into the Towing Service contract with Arrow Service & Towing.

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:

APPROVE THE CITY'S ENTRY INTO A TOWING SERVICE CONTACT WITH ARROW SERVICE & TOWING AND ALLOW THE CITY MANAGER TO SIGN AND EXECUTE THE AGREEMENT.

- RFP 20-PD-02 Towing_BID final (PDF)
- Volusia County Towing 2020-PD-02 (PDF)
- Universal Towing submission 2020-PD-02 (PDF)
- Fryer's submission HHPD Bid # 2020-PD-02 (PDF)

- Arrow Towing submission Bid #2020-PD-02 (PDF)
- RFP 2020-PD-02 Towing Selection Review Committee Recommendation (1) (PDF)
- Arrow Towing contract Bid #2020-PD-02 (PDF)

City of Holly Hill

1065 Ridgewood Ave
Holly Hill, Florida 32117 Telephone (386) 248-9426
Fax (386) 248-9458



REQUEST FOR BIDS

BID TITLE: Towing Company Agreement

BID NUMBER: 2020-PD-02

BID DUE DATE & TIME: November 11, 2020 at 2:00pm

BID OPENING LOCATION: City of Holly Hill, Commission Chambers
1065 Ridgewood Avenue, Holly Hill, Florida 32117

QUESTION DEADLINE: October 28, 2020, at 5:00 pm

Attachment: RFP 20-PD-02 Towing_BID final (3138 : Towing Service Contract)

PROPOSER ACKNOWLEDGEMENT FORM***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID***

BID TITLE: Towing Company Agreement

BID NUMBER: 2020-PD-02

BID DUE DATE & TIME: November 11, 2020 at 2:00pm

BID OPENING LOCATION: City of Holly Hill, Commission Chambers
1065 Ridgewood Avenue, Holly Hill, Florida 32117

QUESTION DEADLINE: October 28, 2020, at 5:00pm

Bids Received After The Above Date And Time Will Not Be Accepted.

BIDDER'S NAME: _____

BIDDER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N: _____

PHONE NUMBER: _____ FAX NUMBER: _____

If returning as a "No Bid", please state reason (s): _____

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Proposer. In submitting a Bid to the City of Holly Hill, the Proposer offers and agrees that if the Bid is accepted, the Proposer

X _____
AUTHORIZED SIGNATURE (MANUAL)

will convey, assign or transfer to the City of Holly Hill all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Holly Hill. At the City's discretion, such assignment shall be made and become effective at the

NAME (TYPED)

time the City tenders final payment to the Bidder.

TITLE

DATE

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: 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 on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or 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 from the date of being placed on the convicted vendor list.

CRIMINAL CONVICTIONS AND PENDING CHARGES: No owner, partner, employee, or agent of the Towing Company shall have been convicted, entered a plea of “no contest”, entered into a “Differed Prosecution Agreement” with the State Attorney’s Office, or have any pending criminal changes, of any felony or a misdemeanor directly relating to the business or operation of a Towing Company – regardless of whether civil rights have been restored.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or Bid on a contract to provide any goods or services to a public entity, may not submit a bid or Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or Bid 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.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR BIDS. The City of Holly Hill cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Holly Hill in connection with all Proposers’ response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS: The City uses the services of Vendorlink (www.myvendorlink.com) to distribute its Bid’s on the Internet. If you have received a copy of this BID from any source other than Vendorlink, please be aware that you may not have received the latest version of the Bid or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Bid number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the City Clerk’s Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any submittal received by the City Clerk’s Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be

accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) shall appear in the space(s) provided.

BID OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: Any bidder wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF BID ENTRY: The City of Holly Hill reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Deputy Police Chief. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective bidders through Vendorlink. No interpretation shall be considered binding unless provided in writing by the City of Holly Hill.

LICENSES AND PERMITS: The Towing Company is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Holly Hill reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications. **This is a firm Bid and changes to the Towing Company Agreement will not be allowed.**

TAXES: The City of Holly Hill is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written approval of the City Commission, which shall authorized the Towing Company Agreement.

LIABILITY: The Towing Company shall hold and save the City of Holly Hill, its officers, agents, and employees harmless against claims by third parties resulting from the Towing Company's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Towing Company, without exception, shall indemnify and hold harmless the City of Holly Hill and its employees from liability of any kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Holly Hill. If the Towing Company uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the Towing Company of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this Bid may permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW: The Towing Company expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the contracted service.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public

records disclosure requirements are not disclosed except as authorized by law.

- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Towing Company to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Agreement to termination for cause by the City.

THE CITY OF HOLLY HILL RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

- A. The City of Holly Hill reserves the right without prejudice to reject any or all Bids, to request clarification of information submitted, and to request additional information of one or more bidders.
- B. The City reserves the right to award the contract to the next most qualified Towing Company if the successful Towing Company fails to execute a contract within two weeks after the award of the Contract by the City Commission.
- C. In accordance with federal, state, and local regulations, the Towing Company shall not discriminate under the contract against any person.
- D. The Towing Company shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. Submission of a Bid indicates acceptance by the Towing Company of the conditions contained in this Request for Bids.
- F. A copy of the City of Holly Hill's Towing Company Agreement is included in this Request for Bid for review and acceptance by the qualified Towing Company.
- G. Submittals should include a copy of the Towing Company's insurance certificate, Non-Conflict of Interest Statement/Litigation Statement, and Drug Free Workplace Certificate.

**CITY OF HOLLY HILL, FLORIDA
REQUEST FOR BIDS
TOWING COMPANY AGREEMENT BID
NUMBER 2020-PD-02**

I. INTRODUCTION

The City of Holly Hill is requesting Bids from qualified Towing Companies to provide exclusive towing services within the City of Holly Hill when requested and authorized by a representative of the City.

TERM OF AGREEMENT

The term of this Agreement shall be for a thirty-three (33) months period beginning January 1, 2021, and ending September 30, 2023, based upon satisfactory performance by the Towing Company. The City shall have the option of extending the contract for two additional twelve month periods. The first beginning on October 1, 2023 ending on September 30, 2024, and the second beginning on October 1, 2024 and ending on September 30, 2025. Any adjustments in the maximum wrecker fees allowed and monthly payments to the City may also be considered at these times. The option for the extension(s) is solely for the benefit of and at the sole desecration of the City. The Towing Company shall not have any right to an extension.

SUBMITTAL INSTRUCTIONS.

Please check the contents of your Bid package carefully to ensure that you have in your possession all the necessary and required documents, as referenced with this Bid, including any addenda. All pertinent documents will be maintained on the myvendorlink.com website.

Submission of a Bid pursuant to this Bid Request shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this Bid and the contents of the Bid submitted by the successful bidder may become contractual obligations if an Agreement is awarded. Failure of the successful bidder to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this Bid at any time without prior notice. All Bids submitted in response to this Bid become the property of the City of Holly Hill.

Bid Delivery: Submit one (1) signed original of the complete Bid packet along with one (1) electronic fully complete copy in PDF format on a flash drive, by the closing date and time. Both versions must be included in the sealed envelope or package. Submit Bids to: Valerie Manning, City Clerk, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida, 32117. The Bid title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the bidder to ensure that the Bid is delivered on or before the specified due date and time. **Late BIDS will not be accepted.**

Deadline for Submission: To be considered, BIDS must be received no later than November 11, 2020, at 2:00pm.

Inquiries: Technical questions may arise as Towing Companies are preparing their Bids. The City will accept written inquiries regarding this Bids until October 28, 2020, at 5:00pm. Questions received after that time will not be responded to. Answers to questions that warrant attention will be distributed on myvendorlink.com. Please direct written inquiries to:

Stella Gurnee, Finance Director
City of Holly Hill
1065 Ridgewood Ave Holly Hill, FL 32117
Telephone: (386) 248-9426
FAX: (386)248-9458
sgurnee@hollyhillfl.org

Contact: All prospective bidders are hereby instructed not to contact any member of the City of Holly Hill Commission, City Manager, or City of Holly Hill staff members other than the noted contact person regarding this bid/Bid or their bid at any time prior to the posting on the website of the final evaluation and recommended ranking by the City staff for this engagement. Any such contact shall be cause for rejection of your bid/Bid.

Signature Requirements: Bids must be signed by a duly authorized official(s) of the proposing Towing Company. Consortiums, joint ventures, or teams submitting Bids, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with the Towing Company or legal entity which shall not be a subsidiary or affiliate with limited resources. Each Bid shall indicate the entity responsible for execution on behalf of the Bid team.

Rejection Rights: The City of Holly Hill reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this Bid, including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Bid at any time and to negotiate with any party prior to or after submittal of Bids.

Cost of Bid Preparation: No reimbursement will be made by the City of Holly Hill for any costs incurred in the preparation of the Bid.

Bids to be in Effect: Each Bid shall state that it is valid for a period of not less than ninety (90) days from the date of receipt.

II. NATURE OF SERVICES REQUIRED

A. General

The City of Holly Hill is requesting Bids from qualified towing companies to provide an exclusive towing service within the City of Holly Hill, when requested by an authorized representative of the City.

B. Scope of Work to be Performed

The City of Holly Hill desires the Towing Company to provide exclusive towing service of motor vehicles and trailers from the public and private property when authorized by a representative of the City of Holy Hill. **For the period of January 1, 2019 through December 31, 2019, a city audit revealed that approximately 250 vehicles were towed pursuant to the prior agreement.** This is not a guarantee or representation of the number or volume of future towed vehicles, as the future number of towed vehicles is subject to variations and fluctuations.

III. DESCRIPTION OF THE CITY

A. Background

The City of Holly Hill is a municipal corporation created by the laws of Florida, located in Volusia County. The City operates under a Commission- City Manager form of government. The City Commission is comprised of a mayor and four Commission members. The City Manager is appointed by the City Commission and serves as the Chief Executive Officer.

The City of Holly Hill has an estimated population of 12,316 living within an area of approximately 4.5 square miles.

B. Contact Person

The Towing Company's principal contact with the City of Holly Hill will be Jeffrey Miller, Deputy Police Chief, or a designee, who will coordinate the assistance to be provided by the City to the towing company.

IV. BID REQUIREMENTS

A. Submission of Bids

To ensure consistency, Bids must conform to the following format and must be received no later than 2:00 p.m. on November 11, 2020, to be considered:

1. Title Page: Show the Bid subject, the name of the Towing Company, the name, address, telephone number and email address of a contact

person, and the date of the Bid.

2. Table of Contents: Include a clear identification of the material included in the Bid by page number.
3. Detailed Bid: This detailed Bid should follow the order set forth in Section IV. (B). of this Request for Bids.
4. Bid Response Form which includes the bidder's certification of compliance with all terms and conditions of the bid, its attachments and any addendums.

B. Technical Bid General Requirements

The purpose of the technical Bid is to demonstrate the qualifications, competence and capacity of the Bidder's seeking to undertake the towing services for the City of Holly Hill in conformity with the requirements of this Request for Bids. As such, the substance of Bids will carry more weight than their form or manner of presentation. The technical Bid should demonstrate the qualifications of the Towing Company and of the particular staff to be assigned to this engagement.

Although additional data may be included, the following items must be presented as they represent the criteria against which the Bid will be evaluated:

1. Independence

The Towing Company should provide an affirmative statement that it is independent of the City of Holly Hill. The Towing Company should also list and describe any relationships involving the City of Holly Hill for the past five (5) years.

2. License to Practice in the State of Florida

An affirmative statement should be included indicating that the Towing Company and all assigned staff are properly licensed to tow vehicles in the State of Florida.

3. Conflict of Interest

The Towing Company shall list, and describe any relationships – professional, financial or otherwise – that the Towing Company, any of its principals or employees, or any affiliate or subcontractor, may have with the City of Holly Hill, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in this Bid. Failure to disclose any such contractual or personal

relationships will be cause for disqualification of the Bid.

Additionally, the Towing Company shall give the City written notice of any other relationships – professional, financial or otherwise – that the Towing Company, any of its principals or employees, or any affiliate or subcontractor, enters into with the City, its elected or appointed officials, its employees or agents or any of its agencies or component

4. Towing Company Qualifications and Experience

The Bid should state the size of the Towing Company, the location of the office from which the work is to be performed.

If the Bid is a joint venture or consortium, the qualifications of each Towing Company comprising the joint venture or consortium should be separately identified and the Towing Company that is to serve as the principal should be noted.

The Towing Company shall provide information on the nature, magnitude, and outcome of all litigation and proceedings for the previous three (3) years, where a court or administrative agency has ruled for or against the Towing Company in any matter related to the Towing Company's professional activities.

V. BID EVALUATION

The City Staff will evaluate the Bids. The City Commission will have the final vote to select a Towing Company service provider for the City. Bids will be evaluated on the following criteria:

A. Generally

1. The Towing Company is independent and licensed to practice in the State of Florida.
2. The Towing Company meets all the minimum requirements for bidders, listed in the technical qualifications.
3. The Towing Company has no conflict of interest with regard to any other work performed by the Towing Company for the City of Holly Hill.
4. The Towing Company is accepting responsibility for providing exclusive towing services for the City of Holly Hill, when requested by an authorized representative of the City.
5. The Towing Company adheres to the instructions in this Request for Bids in preparing and submitting the Bid.

B. Technical Qualifications

1. The Towing Company's past experience and performance on government engagements of comparable size and complexity.
2. The Towing Company's storage facilities must be located within 7 miles of the City of Holly Hill city limits.
3. The Towing Company's response time must be within 20 minutes, 95% of the time and the other 5% must be no longer than 30 minutes. Response time starts from the time the towing service receives the request to dispatch a wrecker. Response time compliance will be calculated on a calendar month basis. The city reserves the right to bill the wrecker company for the cost of city services incurred as a result of delayed response.
4. The Towing Company's primary storage facility must be open, or an employee on immediate call 24 hours a day, seven days a week, including holidays.
5. The Towing Company must comply with the Volusia County tow rate structure.
6. The Towing Company must supply a storage facility with a minimum of 200 spaces, with each space measuring 9' by 19' and be completely fenced. Two (2) spaces will be provided inside an enclosed building for police processing.
7. The Towing Company must own or lease at least 4 wreckers, which must include 2 class "A" wreckers, 1 class "C" wrecker and 1 Roll Back car carrier.
8. The Towing Company must carry minimum insurance requirements as follows:
 - Workers' Compensation Insurance, which complies with the Florida Workers' Compensation Law, including Employers Liability Insurance with Limits of at least \$500,000 per occurrence.
 - General and Automobile Liability Insurance of at least \$500,000 per person, \$1,000,000 per occurrence and \$250,000 property damage insurance. In the alternative, a \$1,000,000 combined single limit for bodily injury and property damage and a general aggregate of at least \$2,000,000.

- Garage Keepers legal liability Insurance.

9. The Towing Company must have 1/12th of the annual contract amount in cash or check to be placed with the City upon award of contract.
10. No owner, partner, employee, or agent of the Towing Company shall have been convicted, entered a plea of “no contest”, entered into a “Differed Prosecution Agreement” with the State Attorney’s Office, or have any pending criminal charges, or any felony or a misdemeanor regardless of whether civil rights have been restored.

C. Fee Bid

Total all-inclusive maximum fee for the duration of the Towing Company Agreement. Please note that the price will be the sole factor in the selection of the Contractor if all minimum requirements are met.

D. Local Vendor Preference

The City follows its local bidder preference ordinance as applicable. Please see the City code of ordinances pertaining to local bidder preference for further clarification.

**CITY OF HOLLY HILL, FLORIDA
REQUEST FOR BIDS
TOWING COMPANY AGREEMENT
BID NUMBER 2020-PD-02
REGISTRATION AND INSURANCE REQUIREMENTS**

Registration Requirements

Towing Company's doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

For further information please contact the city's building and zoning department at 386-248-9442.

State Certified/Registered Towing Company's

All towing companies, if required, must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5938 Option 0.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 248-9442.

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TOWING COMPANY AGREEMENT

This agreement entered into this 1st day of January 2021 by and between the City of Holly Hill, Florida, a Municipal Corporation, hereinafter referred to as "City" and _____, hereinafter referred to as "Towing Company", in consideration of the mutual covenants contained herein, and subject to the terms and conditions listed below.

WITNESSETH:

1. AGREEMENT The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP 20-PD-02), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between the CITY and CONTRACTOR. This Agreement is the final complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

2. SERVICES TO BE PERFORMED BY TOWING COMPANY: The Towing Company shall provide the following services:

- a) The Towing Company shall provide for the towing and storage when required, of motor vehicles and trailers from public or private property lying within the City of Holly Hill when so authorized by a representative of the City, at a rate not greater than the applicable maximum rates specified herein.
- b) When authorized by a representative of the City, the Towing Company shall, at a rate not greater than the applicable maximum rate specified herein, provide for the towing and storage of any motor vehicle, trailer, motorcycle, or motor scooter which is towed under the provisions of the Code of the City of Holly Hill covering the removal and/or impounding of illegally parked or disabled vehicles, applicable Florida Statutes, or which is otherwise impounded or required to be moved by or at the direction of a police officer, from the point of origin to the place of business of the Towing Company. The Towing Company shall, at a rate not greater than the applicable maximum rate specified herein, provide for the towing and storage of any vehicle or trailer from the scene of an accident to a location within the area, as designated by the owner, other than the place of business of the Towing Company.
- c) When authorized by a representative of the City, the Towing Company shall, at no charge, provide towing services for all disabled city vehicles, whether owned or leased (excluding vehicles leased by the City where the lessor is responsible for the towing service). The no charge towing service shall be for city vehicles located within a 50-mile radius of Holly Hill City Hall. For city vehicles located beyond the 50 mile radius, the loaded per mile charge for each mile beyond the 50 mile radius shall be as follows:

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Class A	\$1.50
Class B	\$2.50
Class C	\$3.50

- d) The Towing Company shall, at no cost to the City, promptly clean all debris off the public streets, ways, sidewalks, parks, avenues, and property of the City, and remove the same to a proper place away from the scene of any motor vehicle accident if the accident scene is to be, is being, or has been serviced by the Towing Company, or the agent, servants, or employees of the Towing Company.
- e) The Towing Company guarantees that wrecker service shall be rendered at any and all times, as required by this Agreement, twenty-four (24) hours a day, seven (7) days a week, including holidays, and that personnel will be subject to call at any and all times. The Towing Company further guarantees that, for at least 95% of all calls, it will be at the requested location within the City limits within twenty (20) minutes from the time the Towing Company receives a call requesting that a wrecker be dispatched. It further guarantees that in the remaining 5% of calls, a wrecker will be at the location within thirty (30) minutes. Compliance with this requirement will be calculated on a calendar month basis. Further, the City reserves the right to charge the towing company for the cost of city services incurred as a result of the delayed response.
- f) The Towing Company shall answer expeditiously all calls from the Holly Hill Police Department, or other City representative, for on-scene service at accidents and shall immediately remove all obstructions caused by accidents even if actual towing is not required (cleanups). In this event, the City shall pay the Towing Company \$25.00 for this service.
- g) Upon request, the Towing Company shall provide the Holly Hill Police Department with reasonable assistance in the examination of vehicles stored by the Towing Company. Such assistance shall include the availability and use of a wrecker at the storage site for the moving of vehicles to be examined by the Police. Any vehicles towed by the Police Department, within a 50-mile radius of Holly Hill City Hall, marked as evidence in a criminal case or marked as "pending seizure" in a civil case shall be towed at no charge. For these types of vehicles beyond the 50 mile radius, the loaded per mile charge for each mile beyond the 50 mile radius shall be as follows:

Class A	\$1.50
Class B	\$2.50
Class C	\$3.50

- h) Definitions: As used in this article, the following words and terms shall have the meaning respectively ascribed:

1. **Immobilization** shall mean the installation of a boot or similar device on a vehicle on private property for the purpose of making it unmovable.

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2. **Consensual towing** shall mean the property owner is consenting to the towing of the vehicle by the Towing Company.
3. **Nonconsensual towing** shall mean the removal and storage of wrecked or disabled vehicles from an accident scene or the removal and storage of a vehicle in the event the owner or operator is incapacitated, unavailable, or otherwise does not consent to the removal of the vehicle, excepting, however, all incidents of "trespass towing" as herein below defined.
4. **Property owner** shall mean that person who exercises dominion and control over a parcel of real property, including but not limited to the legal title holder, lessee, a resident manager, a property manager or other agent who has legal authority to bind the owner. A person providing a towing service may not be appointed as an agent for a property owner.
5. **Tow** shall mean to haul, carry, pull along, or otherwise transport or remove a vehicle by means of another vehicle.
6. **Trespass towing** shall mean towing or removal of a vehicle, without the consent of the vehicle's owner or operator, as such is authorized by F.S. § 715.07, when that vehicle is parked on private real property.
7. **Wrecker** shall mean any truck or other vehicle which is used to carry, tow or otherwise transport vehicles and which is equipped for that purpose with a boom, winch, car carrier, or similar equipment. "Wrecker" shall include the person or firm owning, operating, and/or controlling the wrecker vehicles.

3. PAYMENT TO THE CITY

In consideration of the Towing Company being called by the City for the term as provided in Section 3 below, the Towing Company shall pay to the City, beginning January 1, 2021 the sum of \$_____, payable in equal monthly installments of \$_____ for a period of thirty-three (33) months so long as this Agreement is in effect.

4. TERM

- a) The term of this Agreement shall be for a thirty-three (33) month period beginning January 1, 2021 and ending September 30, 2023. Extension - the City shall have the option of extending this contract, based upon satisfactory performance by the Towing Company, for two additional twelve-month periods: The first of these two additional twelve-month periods to be given consideration beginning on October 1, 2023 and ending on September 30, 2024, and the second beginning on October 1, 2024 and ending on September 30, 2025. Any adjustments in the maximum wrecker fees allowed and monthly payments to the City may also be considered at these times. The option for an extension(s) is solely for the benefit of and at the sole discretion of the City. Towing Company shall not have any right to an extension.

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- b) It is further understood by the parties to this Agreement that in the event the Towing Company is unable to respond to a call during the term of this contract, with one of its own wreckers, it is still responsible for providing a wrecker. It may utilize a wrecker from any other wrecker company in the County, in such cases; the substitute wrecker must comply with the terms agreed upon herein.

5. RATE CHARGED OWNERS

- a) In consideration for the services to be provided by the Towing Company under the terms of this Agreement, the Towing Company may charge the owner of the vehicle being towed or stored the rates listed below, provided that:

1. The City shall not be liable in the event of nonpayment by the owner of the vehicle being towed.
2. The towing/servicing of City owned/leased vehicles follows the specifications outlined previously in l (c).

- b) The maximum rates for towing a vehicle, for the storage of a towed vehicle or for the rendition of other services involving the use of a wrecker or other customary towing services when the point of origin of the tow or such services is within the boundaries of Holly Hill shall be as follows:

1. *Class A vehicles (gross vehicle weight rating at 9,999 pounds or less or a vehicle carrying a vessel 15 feet or less in length):*

- | | |
|--|----------|
| a. Trespass tow (flat rate): | \$125.00 |
| b. Consensual/Nonconsensual tow: | \$125.00 |
| c. Consensual/Nonconsensual tow, per mile over initial ten miles, per full extra mile: | \$3.00 |
| d. Consensual/Nonconsensual tow, time beyond initial 30 minutes at scene, 15-minute block: | \$25.00 |
| e. Trespass or consensual/nonconsensual tow daily storage per day, inside storage | \$25.00 |
| f. Immobilization: | \$75.00 |
| g. Outside storage, per day: | \$20.00 |

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2. *Class B vehicles (gross vehicle weight rating at 10,000 pounds or more, but less than 19,500 pounds or vehicle carrying a vessel more than 15 feet, but less than 22 feet in length):*

a. Trespass tow (flat rate):	\$250.00
b. Consensual/Nonconsensual tow:	\$250.00
c. Consensual/Nonconsensual tow, per mile over initial ten miles, per full extra mile:	\$4.00
d. Consensual/Nonconsensual tow, time beyond initial 30 minutes at scene, per 15-minute block:	\$50.00
e. Trespass or consensual/nonconsensual tow daily storage per day, inside storage:	\$30.00
f. Immobilization:	\$75.00
g. Outside storage, per day	\$25.00

3. *Class C vehicles (gross vehicle weight rating at 19,500 or more pounds, but less than 25,000 pounds or vehicle carrying a vessel more than 22 feet in length):*

a. Trespass tow (flat rate):	\$375.00
b. Consensual/Nonconsensual tow:	\$375.00
c. Consensual/Nonconsensual tow, per mile over initial ten miles, per full extra mile:	\$5.00
d. Consensual/Nonconsensual tow, time beyond initial 30 minutes at scene, per 15-minute block:	\$75.00
e. Trespass or consensual/nonconsensual tow daily storage per day, inside storage:	\$60.00
f. Outside storage, per day:	\$55.00

4. *Class D vehicles (gross vehicle weight rating at more than 25,000 pounds):*

a. Trespass tow (flat rate):	\$500.00
b. Consensual/Nonconsensual tow:	\$500.00

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- c. Consensual/Nonconsensual tow, per mile over initial ten miles, per full extra mile: \$6.00
 - d. Consensual/Nonconsensual tow, time beyond initial 30 minutes at scene, per 15-minute block: \$100.00
 - e. Trespass or consensual/nonconsensual tow daily storage per day, inside storage: \$60.00
 - f. Outside storage, per day: \$55.00
- c) An additional daily storage fee, as set forth above, may be charged for any vessel, trailer or other mobile item, whether motorized or not, which is mounted on wheels and attached to a towed vehicle.
- d) The maximum rates established in subsection 4 b) 1, 2, 3, and 4, listed above shall be a flat fee which shall be all-inclusive and, by way of illustration, no additional charges shall be made for:
- 1. Any fees for special equipment or services such as double hook-up, vehicle entry when locked, dropping transmission linkage, axle or drive shaft removal, dollies, trailer or flat bed, lifts, slim jims, go jacks, removing bumpers, airing up brakes, and mileage, other than those specified in the rate schedule;
 - 2. Time spent at the scene of the tow, other than those specified in the rate schedule;
 - 3. Release fees during normal business hours (Monday—Friday, 8:00 a.m.—6:00 p.m.);
 - 4. Access fees to allow the owner or the owner's representative to remove personal property or examine the vehicle;
 - 5. Yard fees, set-out fees, or gate fees for allowing the owner or any tow company designated by the owner or his insurance company to take custody of and remove the vehicle from the impound area;
 - 6. Fuel surcharge fees;
 - 7. Storage for the first twelve hours.
- e) No other fees of whatever kind may be charged for services rendered during the first 12 hours that the vehicle is in the possession of the wrecker, beginning from the time the vehicle is delivered to the storage facility, except as specifically provided herein.

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An administrative fee for compliance with statutory notice requirements may be charged after the first 48 hours so long as the wrecker service has actually complied with the requirements of F.S. § 713.78, including execution and mailing of the lien notice. The fee must be based on actual costs for such compliance. Further, a "tarpaulin fee" in the amount of \$15.00 may be assessed when the towing service reasonably finds it necessary to install and maintain tarpaulin coverage on any class A stored vehicle in order to protect the interior accessories or upholstery of such vehicle from damage by inclement weather. Tarpaulin fees for coverage of any other class vehicle must be reasonable and based on actual costs.

- f) An after-hours (Monday—Friday, 6:00 p.m.—8:00 a.m., Saturday and Sunday and national holidays) release fee not to exceed \$35.00 may be charged.
- g) The above rates shall remain consistent with Volusia County Ordinance 118-98 for the duration of this agreement to include any extensions. Additionally, if the Volusia County Ordinance is modified, the City and Towing Company agree to follow the modified County Ordinance. Item 4. e) of this Agreement varies from County Ordinance 118-98 and shall remain at 12 hours for the duration of this Agreement even if the County modifies Ordinance 118-98.
- h) The Towing Company agrees to tow abandoned or lost vehicles at no charge to the City and City shall surrender all salvage rights, if any, to the vehicle to Towing Company and shall retain no liens upon the vehicle.
- i) No other charges or fees, other than those specified and authorized in this schedule, and applicable sales tax are allowed for towing or storage services provided under this Agreement.

6. RATES CHARGED THE CITY

In consideration for the services to be provided by the Towing Company under the terms of this Agreement, the Towing Company will provide the City with wrecker services for City vehicles as outlined previously in 1(c).

7. PROHIBITED CHARGES

The services called for in Section 1 of this Agreement entitled SERVICES TO BE PERFORMED BY TOWING COMPANY shall be provided at no cost to the owner of the towed vehicle or City whenever the City determines that the vehicle was towed in error at the request of the City.

8. SALVAGE RIGHTS

In consideration for the services to be provided by the Towing Company, under the terms of this Agreement, the City hereby grants the Towing Company all salvage rights that may be permitted by law on any vehicle which may be towed pursuant to this Agreement and as specifically outlined

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in 3(b), excluding those vehicles seized and held for possible forfeiture by the City. The City does not guarantee that the City has any salvage rights nor that by this grant the City is transferring any salvage rights to the Towing Company. The City will not be charged towing charges or storage fees for temporary storage in cases of vehicles seized for forfeiture. Prior to releasing a seized vehicle to the owner, the owner must pay the Towing Company for the towing and/or storage fees and present the City with a paid receipt from Towing Company.

9. STORAGE FACILITIES

The Towing Company shall maintain a primary storage garage and/or outside storage facility complying with applicable city code ordinances, including all related building and zoning regulations. Such storage facility shall:

- a) Contain a minimum of two hundred (200) spaces, measuring 9 feet by 19 feet each, in an area, which is completely fenced.
- b) Have available a minimum of two (2) spaces inside a building for the storing of vehicles which require police processing. These spaces shall be maintained to provide protection from the weather and security from the general public for vehicles, which require police processing.
- c) Be located within seven (7) miles of Holly Hill city limits.
 1. The Towing Company shall have an employee on duty at said primary storage facility, or upon immediate call to the facility, twenty-four (24) hours a day, seven (7) days a week, including holidays.
 2. Said storage facilities shall be subject to inspection and shall be approved by the City prior to the award of any contract. Storage facilities shall be subject to periodic inspections at any time during the term of this Agreement when deemed necessary by the City to insure compliance with this contract. Notice of any discrepancies or deficiencies in contract compliance found by the City shall be submitted to the Towing Company in writing, and the Towing Company shall remedy the same within fifteen (15) days of receipt of such notice. Upon failure of the Towing Company to remedy the deficiencies in contract compliance, action may be taken by the City pursuant to Section 24 herein.
 3. Vehicles, which have been marked "HOLD" for investigative purposes by the Police Department, shall be held at the storage facility, unless indicated otherwise, for whatever period of time necessary to properly process the vehicle and finish the investigation, at no charge to the City. Personnel of the Holly Hill Police Department shall be permitted access to such vehicles at any time.

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Vehicles stored in enclosed areas shall be secured from access by unauthorized persons. The Towing Company shall take reasonable steps to protect all stored vehicles and their contents from theft and damage.

10. WRECKER EQUIPMENT AND WRECKER COMPANY PERSONNEL

- a) The Towing Company shall, during the term of this Agreement, own or lease a minimum of four (4) wreckers to provide the services called for by this Agreement. The wreckers must include: two (2) Class "A" wreckers; one (1) Class "C" wrecker; and one (1) rollback. The wreckers of the Towing Company shall meet the requirements and specifications established and set forth in the current Florida Highway Patrol Rules and Regulations for Wreckers.
- b) Said wreckers shall be of a recognized commercial make and shall have a wrecker winch (chassis) and truck towing capacity suitable for the removal and transportation of the various types of motor vehicles contemplated by this Agreement without damage to such vehicles and without undue interference with the flow of traffic.
- c) No owner, partner, employee, or agent of the Towing Company shall have been convicted, entered a plea of "no contest", entered into a "Differed Prosecution Agreement" with the State Attorney's Office, or have any pending criminal charges, of any felony or a misdemeanor directly relating to the business or operation of a Towing Company – regardless of whether civil rights have been restored.
- d) The Towing Company shall not hire or retain any wrecker driver, permanently or temporarily, who has been convicted of the offense of driving under the influence of alcohol or any controlled substance or chemical substance to the extent that normal faculties are impaired or driving with an unlawful blood alcohol level, or of any criminal traffic offense.

11. RADIO AND TELEPHONE COMMUNICATIONS

The Towing Company shall provide a two-way radio communications system between their office and all tow trucks operated by the Towing Company. The Towing Company shall maintain a direct telephone line for incoming Police calls.

12. NON-EXCLUSIVENESS OF SERVICE

The Towing Company agrees that the owner or person in possession of any vehicle which has been incapacitated shall have the opportunity of contacting a wrecker or tow company of his or her own choice if the disabled vehicle does not create a hazardous condition and a reasonable response time

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can be expected. Said person, at the accident or place of incapacity, shall be given the opportunity of having such vehicle towed to a location other than the storage facility of the Towing Company.

13. BENEFITS FROM REPAIRS PROHIBITED

The Towing Company shall not benefit directly or indirectly, without the express written consent of the owner of the vehicle, or the owner's designated representative, from any motor vehicle repair or painting with respect to vehicles towed and/or stored by the Towing Company under the terms and provisions of any agreement between the City and the Towing Company. Any such agreement between the Towing Company and the owner shall state the repairs/painting to be done as well as the price and terms of payment therefore.

14. LIABILITY OF TOWING COMPANY

The liability of the Towing Company for any towed vehicle and all property contained therein shall commence at the time a wrecker is hooked to any vehicle to be towed. The Towing Company or its employee, representative, or agent shall inventory all personal property contained in the vehicle to be towed or endorse the inventory prepared by the Police Officer in charge.

15. PERSONAL PROPERTY IN VEHICLES

To the extent provided by law, the Towing Company shall be accountable and liable for damage or loss to all personal property in the vehicles towed and for all vehicle accessories. Personal property situated in a vehicle stored by the Towing Company shall not be disposed of to defray any charges for storage or towing of the vehicle, except as provided by law. All such personal property must be returned at once, unless directed otherwise by the City, to the owner or person entitled to legal possession thereof upon proper proof of ownership or right to possession. The determination of the owner or person entitled to legal possession shall be made by the Towing Company. Should the Towing Company release any personal property, the owner or person entitled to possession thereof shall receipt the Towing Company for the same.

16. RELEASE OF THE VEHICLE

The Towing Company agrees to release any vehicle, which has not been marked "HOLD" to the proper owner, or person entitled to possession of the vehicle. The tow company will release the vehicle to the owner of the vehicle or the person that was in custody of the vehicle at the time of the tow. It will be presumed that said person was in custody of the vehicle if the person has the car key for said vehicle. Any vehicle, which has been marked "HOLD" by the Holly Hill Police Department, cannot be released without prior authority from the Police Department. The Towing Company shall require proper proof of ownership or right to possession before releasing a vehicle, and the Towing Company shall be given a receipt for the vehicle.

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17. POSTING CHARGES AND ACCEPTANCE OF CREDIT CARDS

The Towing Company shall prominently post a sign at the storage facility in such a manner that it is conspicuous to the public, which lists the charges to be imposed upon persons whose vehicles are towed pursuant to this Agreement. As to such persons, the Towing Company shall not impose any charges that exceed such posted or listed amounts. If the tow company accepts payment by credit card in any aspect of its business operations, then the tow company must accept credit cards as payment for city authorized tows and storage. The credit card payment must be accepted for every item charged for the release of the vehicle.

18. ITEMIZED STATEMENTS

Should any owner or person entitled to possession of a towed and/or stored vehicle seek to reclaim the same from the Towing Company, the Towing Company shall provide such owner or such person offering title to possession with an itemized statement of all charges relating to the towing and storage of such vehicle.

19. INDEMNIFICATION

The Towing Company shall indemnify and hold harmless the City of Holly Hill and its agents, officers and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the work provided that the claim, damage, loss and expense is caused in whole or in part by any negligent act or omission of the City, the Towing Company, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

20. INSURANCEa) Required Insurance:

The Towing Company shall purchase and maintain, at its own expense, the following types and amounts of insurance, in form and companies satisfactory to the City:

1. Workers' Compensation Insurance:

Workers' Compensation Insurance for all employees of the Towing Company connected with the work, which is the subject of this Agreement. The insurance required by this provision shall comply fully with the Florida Workers' Compensation Law and include Employers Liability Insurance with limits of not less than \$500,000 per occurrence. No class of employee, including the Towing Company itself, if an individual, shall be excluded from the Workers' Compensation coverage.

ATTACHMENT

2. Liability Insurance:

General Liability Insurance, including coverage for operations, products - completed operations, and personal injury insuring the Towing Company and any other interests, including but not limited to any associated or subsidiary companies involved in the work.

Automobile Liability Insurance which shall insure claims for damages because of bodily injury or death of a person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Towing Company for the work which is the subject of this Agreement. The Liability Insurance shall include contractual liability insurance applicable to the Towing Company's obligations under Paragraph 18 of this Agreement.

The Liability Insurance shall name the City of Holly Hill as an additional insured. The General and Automobile Liability Insurance shall each have a limit of liability of no less than \$500,000 for injury or death and no less than \$1,000,000 for injury or death to two or more persons as a result of any one occurrence and no less than \$250,000 for property damage to one or more persons as a result of any one occurrence, or in lieu thereof, a combined single limit for bodily injury and property damage of no less than \$1,000,000. If insurance coverage is provided with a general aggregate, then the aggregate shall be in an amount of no less than \$2,000,000. The limit of liability for personal injury shall be no less than \$1,000,000 and the limit of liability for contractual liability shall be no less than \$1,000,000.

3. Garage Keepers Legal Liability Insurance:

Garage Keepers Legal Liability Insurance in an amount reasonably sufficient to protect the owners of any and all vehicles towed or stored by the Towing Company, pursuant to this Agreement, from loss or damages to such vehicle on account of such removal or storage. The insurance may be provided with a deductible in an amount deemed acceptable to the City Manager.

b) Proof of Insurance

The Towing Company shall furnish proof of insurance acceptable to the City prior to or at the time of execution of the Agreement and the Towing Company shall not commence work under this Agreement until all the insurance required under this Agreement has been obtained and filed with and approved by the City. The Towing Company shall furnish evidence of all required insurance in the form of certificates of insurance which shall clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates, and shall contain the following language as to cancellation:

ATTACHMENT

- c) In the event of cancellation of this policy by the insurer or any insured, this company shall give not less than thirty (30) days advance written notice to:

City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

- d) If requested by the City, the Towing Company will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City. The Towing Company shall file replacement certificates thirty (30) days prior to expiration or termination of the required insurance occurring prior to the expiration of this Agreement. In the even such insurance shall lapse, the City expressly reserves the right to renew the insurance at the Towing Company's expense.

21. RECORDS, BOOKS, AND PAYMENT

The City reserves the right, during normal business hours, to inspect and audit the Towing Company records pertaining to service provided under this Agreement. All records must be maintained at one central location as provided hereinafter. Additionally, the monthly sum payable to the City by the Towing Company will be submitted to the office of the City Finance Director on the first day of each month for the duration of this contract, along with information contained in subparagraph (b) below. The Towing Company shall maintain for one (1) year following the towing of any vehicle towed under authority of the Police Department the following records of such tow:

- a) Where the vehicle was towed from; the date towed; the driver who towed the vehicle; where it was towed to; a complete description of the vehicle; the name and address of the registered owner; the disposition of the vehicle; the date the vehicle was released or disposed of; and all correspondence sent or received concerning said vehicle.
- b) The Towing Company shall be required to submit a list of all vehicles towed under authority of the Police Department by the seventh (7th) day of each month for the previous month services, describing each vehicle by Make, Year, Model, VIN, Tag Number, Towing/Storage charges, invoice of the towed vehicle, method of payment by vehicle owner, vehicle owner name, address, and telephone number for auditing purposes.

ATTACHMENT

- c) The Towing Company shall be required to pay a 15% late payment penalty for any required monthly payment received after the close of business on the 15th day of each month for the duration of this contract.

22. RIGHT TO CANCEL SERVICE CALL

The City shall have the right to cancel a request for Towing Company services until the time the wrecker arrives on the scene, and there shall be no charge to the City or the vehicle operator/owner. When a wrecker is to be canceled, it must be canceled over the police radio prior to the wrecker's arrival on the scene. The term "arrives on the scene" is construed to mean that the responding wrecker has arrived within the close physical proximity of the vehicle to be towed and the wrecker has stopped in preparation to perform the towing service.

23. COMPLIANCE WITH LAWS

The Towing Company agrees to and shall comply with all applicable provision of the Florida Statutes, including Section 316.530, and all applicable City ordinances.

24. CASH BOND

Prior to the effective commencement date of this Agreement, the Towing Company shall deliver cash or check in the amount of 1/33rd of the total contract to be placed with the City upon award of the contract in the event:

- a) The Towing Company fails to provide wrecker service required by this Agreement, for the purpose of defraying costs incurred by the City in making adequate arrangements for the removal of vehicles.
- b) The Towing Company breaches the terms of this Agreement and it is terminated by the City as provided in Section 24 entitled BREACH OF AGREEMENT, for the purpose of defraying the cost of re-bidding this Agreement.

25. RIGHTS AT LAW RETAINED. The rights and remedies of the CITY, provided for under this agreement, are in addition and supplemental to any other rights and remedies provided by law.

26. MODIFICATIONS TO AGREEMENT. The Agreement and any exhibits amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

27. BREACH OF AGREEMENT

- a) The City may, by written notice to the Towing Company, terminate this Agreement in whole or in part, at any time, either for the City's convenience or because of the failure of the Towing Company to fulfill its Agreement obligations. Upon receipt of such notice, Towing Company shall immediately discontinue all services affected, unless the

ATTACHMENT

notice directs otherwise, and deliver to the City all data, drawings, specifications, reports, estimates, summaries and any and all such other information and materials of whatever type or nature as may have been accumulated by the Towing Company in performing this Agreement, whether completed or in process.

- b) If the termination is for the convenience of the City, Towing Company shall be paid compensation for services performed to the date of termination.
- c) If the termination is due to the failure of Towing Company to fulfill its Agreement obligations, City may take over the work and prosecute the same to completion by other agreements or otherwise. In such case, Towing Company shall be liable to City for all reasonable additional costs occasioned to the City thereby. Towing Company shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the Towing Company; provided, however, that Towing Company shall be responsible and liable for the actions of its subcontractors, agents, employees, persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of City in 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 any fault or negligence of the Towing Company.
- d) If after notice of termination for failure to fulfill its agreement obligations it is determined that Towing Company had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of City. In such event, adjustment in the Agreement price shall be made as provided for in subsection (b) of this Section.
- e) The rights and remedies of City provided in this section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.
- f) It shall be the right of the City Manager and any officials of the City which he may designate to observe closely the wrecker service operations and if, in the opinion of the City Manager, there has been a breach of contract, the City Manager shall so notify the Towing Company, in writing, specifying the manner in which there has been a breach of contract. If, within a period of seven (7) days, the Towing Company has not eliminated the condition considered to be a breach of contract to the satisfaction of the City Manager, the City Manager may make a recommendation to the City Commission that the agreement be terminated. The termination shall be placed on the agenda of a City Commission meeting and the Towing Company shall be given notice of the agenda item. If the City Commission finds that the Towing Company breached the Agreement, the City Commission may declare the Agreement terminated immediately and the cash bond forfeited.
- g) In addition to terminating this Agreement, the City may recover from the cash bond all administrative costs as provided by Section 23 of this Agreement.
- h) The City may, if it so elects pursue any other remedies provided by law for breach

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of this Agreement or any of its terms, covenants, conditions, or stipulations. No

right or remedy herein conferred upon or reserved to the City or Towing Company is intended to be exclusive of any other right or remedy, and each and every right and remedy given hereunder, or now or hereafter existing at law or at equity or by statute.

28. MISLEADING, DISHONEST AND ILLEGAL PRACTICES

The Towing Company warrants that it has not and will not engage in any misleading, dishonest, or illegal practices with regard to the operation of its business operations, including but not limited to vehicles towed pursuant to this Agreement, or any other agreement with the City, and shall charge owners of vehicles towed pursuant to this Agreement only those amounts permitted under this Agreement for those services covered by this Agreement. In the event that an overcharge or other violation covered by this paragraph is reported to the City, the City shall promptly notify the Towing Company of the alleged violation. If a satisfactory explanation is not received by the City within twenty-four (24) hours from the Towing Company, or the violation is not otherwise remedied and assurances given that similar violations will not occur in the future, within the twenty-four (24) hour period the violation may be reported to the City Commission for cancellation of this Agreement or other appropriate action as provided by Section 24 herein.

29. Public Records Law:

IF THE TOWING CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

The Towing Contractor shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Towing Company does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Towing Contractor or keep and maintain public records required by the City to perform the service. If the Towing Contractor transfers all public records to the City upon completion of the contract, the Towing Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Towing Contractor keeps and maintains public records upon completion

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of the contract, the Towing Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

30. MISCELLANEOUS

- a) The descriptive headings appearing in this Agreement are for convenience only and are not to be construed either as a part of the terms and conditions hereof or as any interpretation thereof.
- b) The bid documents and specifications, attached hereto, are made a part of this Agreement.
- c) It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship of co- partner or joint ventures between the parties hereto or as constituting the Towing Company as agent or representative of the City for any purpose or in any manner whatsoever.
- d) The Towing Company shall not assign this Agreement and its rights hereunder, in whole or in part, except with the prior written consent of the City.
- e) This Agreement shall be governed by the laws of the State of Florida.
- f) Venue for any legal proceedings regarding this Agreement shall be in Volusia County, Florida.
- g) In the event either party is required to file suit to enforce this Agreement, the prevailing party shall be reimbursed reasonable attorneys' fees and costs.

The undersigned parties, being fully advised of the above terms and conditions, do hereby freely and voluntarily execute this Renewal.

City of Holly Hill, Florida

Wrecker Service:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

Valerie Manning, City Clerk

**CITY OF HOLLY HILL, FLORIDA
REQUEST FOR BIDS
TOWING COMPANY AGREEMENT
BID NUMBER 2020-PD-02**

BID RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

City Clerk, City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that is in the form of this Request for Bid (BID) and to provide all services, as specified or indicated in the BID Documents, in full accordance with the terms and conditions set forth therein.

SUBMITTER accepts all of the terms and conditions of the Bid Conditions, and the Wrecker Service Agreement. SUBMITTER will sign the Contract and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the BID Documents and of the following Addenda:

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

BIDDER'S NAME: _____
(Typed or Printed in Ink)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____ hereby
(Original signature required in each document)

declare that I have read and fully understand the BID Documents, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

Our Thirty-three (33) month Bid is \$_____.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PLEASE ENSURE THAT YOU HAVE SIGNED THE BID RESPONSE FORM OF THIS REQUEST FOR BID. OMISSION OF A SIGNATURE ON THAT PAGE WILL RESULT IN REJECTION OF YOUR BID.

Attachment: RFP 20-PD-02 Towing_BID final (3138 : Towing Service Contract)

**CITY OF HOLLY HILL, FLORIDA
REQUEST FOR BIDS
TOWING COMPANY AGREEMENT
BID NUMBER 2020-PD-02**

NON-CONFLICT OF INTEREST STATEMENT & LITIGATION STATEMENT

- ☐ To the best of our knowledge, the undersigned Towing Company has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned Towing Company, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.
- ☐ The undersigned Towing Company has had no litigation on any project in the last five (5) years.
- ☐ The undersigned Towing Company, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

Attachment: RFP 20-PD-02 Towing_BID final (3138 : Towing Service Contract)

**CITY OF HOLLY HILL, FLORIDA
REQUEST FOR BIDS
TOWING COMPANY AGREEMENT
BID NUMBER 2020-PD-02**

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 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' 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 violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid 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 bid, the employee will abide 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) calendar days after such conviction.
- 5) Impose sanctions 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.

Company Name

Authorized Signature

Print Name

Title

Attachment: RFP 20-PD-02 Towing_BID final (3138 : Towing Service Contract)

City of Holly Hill

1065 Ridgewood Ave
Holly Hill, Florida 32117 Telephone (386) 248-9426
Fax (386) 248-9458



REQUEST FOR BIDS

BID TITLE: Towing Company Agreement

BID NUMBER: 2020-PD-02

BID DUE DATE & TIME: November 11, 2020 at 2:00pm

BID OPENING LOCATION: City of Holly Hill, Commission Chambers
1065 Ridgewood Avenue, Holly Hill, Florida 32117

QUESTION DEADLINE: October 28, 2020, at 5:00 pm

Attachment: Volusia County Towing 2020-PD-02 (3138 : Towing Service Contract)

PROPOSER ACKNOWLEDGEMENT FORM**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

BID TITLE: Towing Company Agreement

BID NUMBER: 2020-PD-02

BID DUE DATE & TIME: November 11, 2020 at 2:00pm

BID OPENING LOCATION: City of Holly Hill, Commission Chambers
1065 Ridgewood Avenue, Holly Hill, Florida 32117

QUESTION DEADLINE: October 28, 2020, at 5:00pm

Bids Received After The Above Date And Time Will Not Be Accepted.BIDDER'S NAME: Volusia County Towing, Christian GernyBIDDER'S MAILING ADDRESS: 345 8th Street, Holly Hill, FL, 32117CITY-STATE-ZIP: Holly Hill, FL, 32117F.E.I.N: 81-1172747PHONE NUMBER: 386 872 7200FAX NUMBER: 386-239-8607

If returning as a "No Bid", please state reason (s): _____

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Proposer. In submitting a Bid to the City of Holly Hill, the Proposer offers and agrees that if the Bid is accepted, the Proposer

will convey, assign or transfer to the City of Holly Hill all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Holly Hill. At the City's discretion, such assignment shall be made and become effective at the

time the City tenders final payment to the Bidder.

X


 AUTHORIZED SIGNATURE (MANUAL)

CHRISTIAN GERNY
 NAME (TYPED)

Owner

TITLE

11-09-2020
 DATE

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: 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 on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or 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 from the date of being placed on the convicted vendor list.

CRIMINAL CONVICTIONS AND PENDING CHARGES: No owner, partner, employee, or agent of the Towing Company shall have been convicted, entered a plea of "no contest", entered into a "Differed Prosecution Agreement" with the State Attorney's Office, or have any pending criminal charges, of any felony or a misdemeanor directly relating to the business or operation of a Towing Company – regardless of whether civil rights have been restored.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or Bid on a contract to provide any goods or services to a public entity, may not submit a bid or Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or Bid 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.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR BIDS. The City of Holly Hill cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Holly Hill in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS: The City uses the services of Vendorlink (www.myvendorlink.com) to distribute its Bid's on the Internet. If you have received a copy of this BID from any source other than Vendorlink, please be aware that you may not have received the latest version of the Bid or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Bid number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the City Clerk's Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any submittal received by the City Clerk's Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be

accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) shall appear in the space(s) provided.

BID OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: Any bidder wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF BID ENTRY: The City of Holly Hill reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Deputy Police Chief. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective bidders through Vendorlink. No interpretation shall be considered binding unless provided in writing by the City of Holly Hill.

LICENSES AND PERMITS: The Towing Company is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Holly Hill reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications. **This is a firm Bid and changes to the Towing Company Agreement will not be allowed.**

TAXES: The City of Holly Hill is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written approval of the City Commission, which shall authorized the Towing Company Agreement.

LIABILITY: The Towing Company shall hold and save the City of Holly Hill, its officers, agents, and employees harmless against claims by third parties resulting from the Towing Company's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Towing Company, without exception, shall indemnify and hold harmless the City of Holly Hill and its employees from liability of any kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Holly Hill. If the Towing Company uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the Towing Company of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this Bid may permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW: The Towing Company expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the contracted service.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public

records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

(e) Failure of the Towing Company to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Agreement to termination for cause by the City.

THE CITY OF HOLLY HILL RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

- A. The City of Holly Hill reserves the right without prejudice to reject any or all Bids, to request clarification of information submitted, and to request additional information of one or more bidders.
- B. The City reserves the right to award the contract to the next most qualified Towing Company if the successful Towing Company fails to execute a contract within two weeks after the award of the Contract by the City Commission.
- C. In accordance with federal, state, and local regulations, the Towing Company shall not discriminate under the contract against any person.
- D. The Towing Company shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. Submission of a Bid indicates acceptance by the Towing Company of the conditions contained in this Request for Bids.
- F. A copy of the City of Holly Hill's Towing Company Agreement is included in this Request for Bid for review and acceptance by the qualified Towing Company.
- G. Submittals should include a copy of the Towing Company's insurance certificate, Non-Conflict of Interest Statement/Litigation Statement, and Drug Free Workplace Certificate.

**CITY OF HOLLY HILL, FLORIDA
REQUEST FOR BIDS
TOWING COMPANY AGREEMENT BID
NUMBER 2020-PD-02**

I. INTRODUCTION

The City of Holly Hill is requesting Bids from qualified Towing Companies to provide exclusive towing services within the City of Holly Hill when requested and authorized by a representative of the City.

TERM OF AGREEMENT

The term of this Agreement shall be for a thirty-three (33) months period beginning January 1, 2021, and ending September 30, 2023, based upon satisfactory performance by the Towing Company. The City shall have the option of extending the contract for two additional twelve month periods. The first beginning on October 1, 2023 ending on September 30, 2024, and the second beginning on October 1, 2024 and ending on September 30, 2025. Any adjustments in the maximum wrecker fees allowed and monthly payments to the City may also be considered at these times. The option for the extension(s) is solely for the benefit of and at the sole discretion of the City. The Towing Company shall not have any right to an extension.

SUBMITTAL INSTRUCTIONS.

Please check the contents of your Bid package carefully to ensure that you have in your possession all the necessary and required documents, as referenced with this Bid, including any addenda. All pertinent documents will be maintained on the myvendorlink.com website.

Submission of a Bid pursuant to this Bid Request shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this Bid and the contents of the Bid submitted by the successful bidder may become contractual obligations if an Agreement is awarded. Failure of the successful bidder to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this Bid at any time without prior notice. All Bids submitted in response to this Bid become the property of the City of Holly Hill.

Bid Delivery: Submit one (1) signed original of the complete Bid packet along with one (1) electronic fully complete copy in PDF format on a flash drive, by the closing date and time. Both versions must be included in the sealed envelope or package. Submit Bids to: Valerie Manning, City Clerk, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida, 32117. The Bid title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the bidder to ensure that the Bid is delivered on or before the specified due date and time. **Late BIDS will not be accepted.**

Deadline for Submission: To be considered, BIDS must be received no later than November 11, 2020, at 2:00pm.

Inquiries: Technical questions may arise as Towing Companies are preparing their Bids. The City will accept written inquiries regarding this Bids until October 28, 2020, at 5:00pm. Questions received after that time will not be responded to. Answers to questions that warrant attention will be distributed on myvendorlink.com. Please direct written inquiries to:

Stella Gurnee, Finance Director
City of Holly Hill
1065 Ridgewood Ave Holly Hill, FL 32117
Telephone: (386) 248-9426
FAX: (386)248-9458
sgurnee@hollyhillfl.org

Contact: All prospective bidders are hereby instructed not to contact any member of the City of Holly Hill Commission, City Manager, or City of Holly Hill staff members other than the noted contact person regarding this bid/Bid or their bid at any time prior to the posting on the website of the final evaluation and recommended ranking by the City staff for this engagement. Any such contact shall be cause for rejection of your bid/Bid.

Signature Requirements: Bids must be signed by a duly authorized official(s) of the proposing Towing Company. Consortiums, joint ventures, or teams submitting Bids, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with the Towing Company or legal entity which shall not be a subsidiary or affiliate with limited resources. Each Bid shall indicate the entity responsible for execution on behalf of the Bid team.

Rejection Rights: The City of Holly Hill reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this Bid, including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Bid at any time and to negotiate with any party prior to or after submittal of Bids.

Cost of Bid Preparation: No reimbursement will be made by the City of Holly Hill for any costs incurred in the preparation of the Bid.

Bids to be in Effect: Each Bid shall state that it is valid for a period of not less than ninety (90) days from the date of receipt.

II. NATURE OF SERVICES REQUIRED

A. General

The City of Holly Hill is requesting Bids from qualified towing companies to provide an exclusive towing service within the City of Holly Hill, when requested by an authorized representative of the City.

B. Scope of Work to be Performed

The City of Holly Hill desires the Towing Company to provide exclusive towing service of motor vehicles and trailers from the public and private property when authorized by a representative of the City of Holy Hill. **For the period of January 1, 2019 through December 31, 2019, a city audit revealed that approximately 250 vehicles were towed pursuant to the prior agreement.** This is not a guarantee or representation of the number or volume of future towed vehicles, as the future number of towed vehicles is subject to variations and fluctuations.

III. DESCRIPTION OF THE CITY

A. Background

The City of Holly Hill is a municipal corporation created by the laws of Florida, located in Volusia County. The City operates under a Commission- City Manager form of government. The City Commission is comprised of a mayor and four Commission members. The City Manager is appointed by the City Commission and serves as the Chief Executive Officer.

The City of Holly Hill has an estimated population of 12,316 living within an area of approximately 4.5 square miles.

B. Contact Person

The Towing Company's principal contact with the City of Holly Hill will be Jeffrey Miller, Deputy Police Chief, or a designee, who will coordinate the assistance to be provided by the City to the towing company.

IV. BID REQUIREMENTS

A. Submission of Bids

To ensure consistency, Bids must conform to the following format and must be received no later than 2:00 p.m. on November 11, 2020, to be considered:

1. Title Page: Show the Bid subject, the name of the Towing Company, the name, address, telephone number and email address of a contact

person, and the date of the Bid.

2. Table of Contents: Include a clear identification of the material included in the Bid by page number.
3. Detailed Bid: This detailed Bid should follow the order set forth in Section IV. (B). of this Request for Bids.
4. Bid Response Form which includes the bidder's certification of compliance with all terms and conditions of the bid, its attachments and any addendums.

B. Technical Bid General Requirements

The purpose of the technical Bid is to demonstrate the qualifications, competence and capacity of the Bidder's seeking to undertake the towing services for the City of Holly Hill in conformity with the requirements of this Request for Bids. As such, the substance of Bids will carry more weight than their form or manner of presentation. The technical Bid should demonstrate the qualifications of the Towing Company and of the particular staff to be assigned to this engagement.

Although additional data may be included, the following items must be presented as they represent the criteria against which the Bid will be evaluated:

1. Independence

The Towing Company should provide an affirmative statement that it is independent of the City of Holly Hill. The Towing Company should also list and describe any relationships involving the City of Holly Hill for the past five (5) years.

2 License to Practice in the State of Florida

An affirmative statement should be included indicating that the Towing Company and all assigned staff are properly licensed to tow vehicles in the State of Florida.

3 Conflict of Interest

The Towing Company shall list, and describe any relationships – professional, financial or otherwise – that the Towing Company, any of its principals or employees, or any affiliate or subcontractor, may have with the City of Holly Hill, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in this Bid. Failure to disclose any such contractual or personal

relationships will be cause for disqualification of the Bid.

Additionally, the Towing Company shall give the City written notice of any other relationships – professional, financial or otherwise – that the Towing Company, any of its principals or employees, or any affiliate or subcontractor, enters into with the City, its elected or appointed officials, its employees or agents or any of its agencies or component

4. Towing Company Qualifications and Experience

The Bid should state the size of the Towing Company, the location of the office from which the work is to be performed.

If the Bid is a joint venture or consortium, the qualifications of each Towing Company comprising the joint venture or consortium should be separately identified and the Towing Company that is to serve as the principal should be noted.

The Towing Company shall provide information on the nature, magnitude, and outcome of all litigation and proceedings for the previous three (3) years, where a court or administrative agency has ruled for or against the Towing Company in any matter related to the Towing Company's professional activities.

V. BID EVALUATION

The City Staff will evaluate the Bids. The City Commission will have the final vote to select a Towing Company service provider for the City. Bids will be evaluated on the following criteria:

A. Generally

1. The Towing Company is independent and licensed to practice in the State of Florida.
2. The Towing Company meets all the minimum requirements for bidders, listed in the technical qualifications.
3. The Towing Company has no conflict of interest with regard to any other work performed by the Towing Company for the City of Holly Hill.
4. The Towing Company is accepting responsibility for providing exclusive towing services for the City of Holly Hill, when requested by an authorized representative of the City.
5. The Towing Company adheres to the instructions in this Request for Bids in preparing and submitting the Bid.

B. Technical Qualifications

1. The Towing Company's past experience and performance on government engagements of comparable size and complexity.
2. The Towing Company's storage facilities must be located within 7 miles of the City of Holly Hill city limits.
3. The Towing Company's response time must be within 20 minutes, 95% of the time and the other 5% must be no longer than 30 minutes. Response time starts from the time the towing service receives the request to dispatch a wrecker. Response time compliance will be calculated on a calendar month basis. The city reserves the right to bill the wrecker company for the cost of city services incurred as a result of delayed response.
4. The Towing Company's primary storage facility must be open, or an employee on immediate call 24 hours a day, seven days a week, including holidays.
5. The Towing Company must comply with the Volusia County tow rate structure.
6. The Towing Company must supply a storage facility with a minimum of 200 spaces, with each space measuring 9' by 19' and be completely fenced. Two (2) spaces will be provided inside an enclosed building for police processing.
7. The Towing Company must own or lease at least 4 wreckers, which must include 2 class "A" wreckers, 1 class "C" wrecker and 1 Roll Back car carrier.
8. The Towing Company must carry minimum insurance requirements as follows:
 - Workers' Compensation Insurance, which complies with the Florida Workers' Compensation Law, including Employers Liability Insurance with Limits of at least \$500,000 per occurrence.
 - General and Automobile Liability Insurance of at least \$500,000 per person, \$1,000,000 per occurrence and \$250,000 property damage insurance. In the alternative, a \$1,000,000 combined single limit for bodily injury and property damage and a general aggregate of at least \$2,000,000.

- Garage Keepers legal liability Insurance.

9. The Towing Company must have 1/12th of the annual contract amount in cash or check to be placed with the City upon award of contract.
10. No owner, partner, employee, or agent of the Towing Company shall have been convicted, entered a plea of "no contest", entered into a "Differed Prosecution Agreement" with the State Attorney's Office, or have any pending criminal charges, or any felony or a misdemeanor regardless of whether civil rights have been restored.

C. Fee Bid

Total all-inclusive maximum fee for the duration of the Towing Company Agreement. Please note that the price will be the sole factor in the selection of the Contractor if all minimum requirements are met.

D. Local Vendor Preference

The City follows its local bidder preference ordinance as applicable. Please see the City code of ordinances pertaining to local bidder preference for further clarification.

**CITY OF HOLLY HILL, FLORIDA
REQUEST FOR BIDS
TOWING COMPANY AGREEMENT
BID NUMBER 2020-PD-02
REGISTRATION AND INSURANCE REQUIREMENTS**

Registration Requirements

Towing Company's doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

For further information please contact the city's building and zoning department at 386-248-9442.

State Certified/Registered Towing Company's

All towing companies, if required, must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5938 Option 0.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 248-9442.

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TOWING COMPANY AGREEMENT

This agreement entered into this 1st day of January 2021 by and between the City of Holly Hill, Florida, a Municipal Corporation, hereinafter referred to as "City" and Volusia County Towing, LLC, hereinafter referred to as "Towing Company", in consideration of the mutual covenants contained herein, and subject to the terms and conditions listed below.

WITNESSETH:

1. AGREEMENT The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP 20-PD-02), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between the CITY and CONTRACTOR. This Agreement is the final complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

2. SERVICES TO BE PERFORMED BY TOWING COMPANY: The Towing Company shall provide the following services:

- a) The Towing Company shall provide for the towing and storage when required, of motor vehicles and trailers from public or private property lying within the City of Holly Hill when so authorized by a representative of the City, at a rate not greater than the applicable maximum rates specified herein.
- b) When authorized by a representative of the City, the Towing Company shall, at a rate not greater than the applicable maximum rate specified herein, provide for the towing and storage of any motor vehicle, trailer, motorcycle, or motor scooter which is towed under the provisions of the Code of the City of Holly Hill covering the removal and/or impounding of illegally parked or disabled vehicles, applicable Florida Statutes, or which is otherwise impounded or required to be moved by or at the direction of a police officer, from the point of origin to the place of business of the Towing Company. The Towing Company shall, at a rate not greater than the applicable maximum rate specified herein, provide for the towing and storage of any vehicle or trailer from the scene of an accident to a location within the area, as designated by the owner, other than the place of business of the Towing Company.
- c) When authorized by a representative of the City, the Towing Company shall, at no charge, provide towing services for all disabled city vehicles, whether owned or leased (excluding vehicles leased by the City where the lessor is responsible for the towing service). The no charge towing service shall be for city vehicles located within a 50-mile radius of Holly Hill City Hall. For city vehicles located beyond the 50 mile radius, the loaded per mile charge for each mile beyond the 50 mile radius shall be as follows:

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Class A	\$1.50
Class B	\$2.50
Class C	\$3.50

- d) The Towing Company shall, at no cost to the City, promptly clean all debris off the public streets, ways, sidewalks, parks, avenues, and property of the City, and remove the same to a proper place away from the scene of any motor vehicle accident if the accident scene is to be, is being, or has been serviced by the Towing Company, or the agent, servants, or employees of the Towing Company.
- e) The Towing Company guarantees that wrecker service shall be rendered at any and all times, as required by this Agreement, twenty-four (24) hours a day, seven (7) days a week, including holidays, and that personnel will be subject to call at any and all times. The Towing Company further guarantees that, for at least 95% of all calls, it will be at the requested location within the City limits within twenty (20) minutes from the time the Towing Company receives a call requesting that a wrecker be dispatched. It further guarantees that in the remaining 5% of calls, a wrecker will be at the location within thirty (30) minutes. Compliance with this requirement will be calculated on a calendar month basis. Further, the City reserves the right to charge the towing company for the cost of city services incurred as a result of the delayed response.
- f) The Towing Company shall answer expeditiously all calls from the Holly Hill Police Department, or other City representative, for on-scene service at accidents and shall immediately remove all obstructions caused by accidents even if actual towing is not required (cleanups). In this event, the City shall pay the Towing Company \$25.00 for this service.
- g) Upon request, the Towing Company shall provide the Holly Hill Police Department with reasonable assistance in the examination of vehicles stored by the Towing Company. Such assistance shall include the availability and use of a wrecker at the storage site for the moving of vehicles to be examined by the Police. Any vehicles towed by the Police Department, within a 50-mile radius of Holly Hill City Hall, marked as evidence in a criminal case or marked as "pending seizure" in a civil case shall be towed at no charge. For these types of vehicles beyond the 50 mile radius, the loaded per mile charge for each mile beyond the 50 mile radius shall be as follows:

Class A	\$1.50
Class B	\$2.50
Class C	\$3.50

h) Definitions: As used in this article, the following words and terms shall have the meaning respectively ascribed:

1. **Immobilization** shall mean the installation of a boot or similar device on a vehicle on private property for the purpose of making it unmovable.

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2. **Consensual towing** shall mean the property owner is consenting to the towing of the vehicle by the Towing Company.
3. **Nonconsensual towing** shall mean the removal and storage of wrecked or disabled vehicles from an accident scene or the removal and storage of a vehicle in the event the owner or operator is incapacitated, unavailable, or otherwise does not consent to the removal of the vehicle, excepting, however, all incidents of "trespass towing" as herein below defined.
4. **Property owner** shall mean that person who exercises dominion and control over a parcel of real property, including but not limited to the legal title holder, lessee, a resident manager, a property manager or other agent who has legal authority to bind the owner. A person providing a towing service may not be appointed as an agent for a property owner.
5. **Tow** shall mean to haul, carry, pull along, or otherwise transport or remove a vehicle by means of another vehicle.
6. **Trespass towing** shall mean towing or removal of a vehicle, without the consent of the vehicle's owner or operator, as such is authorized by F.S. § 715.07, when that vehicle is parked on private real property.
7. **Wrecker** shall mean any truck or other vehicle which is used to carry, tow or otherwise transport vehicles and which is equipped for that purpose with a boom, winch, car carrier, or similar equipment. "Wrecker" shall include the person or firm owning, operating, and/or controlling the wrecker vehicles.

3. PAYMENT TO THE CITY

In consideration of the Towing Company being called by the City for the term as provided in Section 3 below, the Towing Company shall pay to the City, beginning January 1, 2021 the sum of \$ 49,500.00, payable in equal monthly installments of \$ 1500.00 for a period of thirty-three (33) months so long as this Agreement is in effect.

4. TERM

- a) The term of this Agreement shall be for a thirty-three (33) month period beginning January 1, 2021 and ending September 30, 2023. Extension - the City shall have the option of extending this contract, based upon satisfactory performance by the Towing Company, for two additional twelve-month periods: The first of these two additional twelve-month periods to be given consideration beginning on October 1, 2023 and ending on September 30, 2024, and the second beginning on October 1, 2024 and ending on September 30, 2025. Any adjustments in the maximum wrecker fees allowed and monthly payments to the City may also be considered at these times. The option for an extension(s) is solely for the benefit of and at the sole discretion of the City. Towing Company shall not have any right to an extension.

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- b) It is further understood by the parties to this Agreement that in the event the Towing Company is unable to respond to a call during the term of this contract, with one of its own wreckers, it is still responsible for providing a wrecker. It may utilize a wrecker from any other wrecker company in the County, in such cases; the substitute wrecker must comply with the terms agreed upon herein.

5. RATE CHARGED OWNERS

- a) In consideration for the services to be provided by the Towing Company under the terms of this Agreement, the Towing Company may charge the owner of the vehicle being towed or stored the rates listed below, provided that:

1. The City shall not be liable in the event of nonpayment by the owner of the vehicle being towed.
2. The towing/servicing of City owned/leased vehicles follows the specifications outlined previously in 1 (c).

- b) The maximum rates for towing a vehicle, for the storage of a towed vehicle or for the rendition of other services involving the use of a wrecker or other customary towing services when the point of origin of the tow or such services is within the boundaries of Holly Hill shall be as follows:

1. *Class A vehicles (gross vehicle weight rating at 9,999 pounds or less or a vehicle carrying a vessel 15 feet or less in length):*
 - a. Trespass tow (flat rate): \$125.00
 - b. Consensual/Nonconsensual tow: \$125.00
 - c. Consensual/Nonconsensual tow, per mile over initial ten miles, per full extra mile: \$3.00
 - d. Consensual/Nonconsensual tow, time beyond initial 30 minutes at scene, 15-minute block: \$25.00
 - e. Trespass or consensual/nonconsensual tow daily storage per day, inside storage \$25.00
 - f. Immobilization: \$75.00
 - g. Outside storage, per day: \$20.00

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2. *Class B vehicles (gross vehicle weight rating at 10,000 pounds or more, but less than 19,500 pounds or vehicle carrying a vessel more than 15 feet, but less than 22 feet in length):*

a. Trespass tow (flat rate):	\$250.00
b. Consensual/Nonconsensual tow:	\$250.00
c. Consensual/Nonconsensual tow, per mile over initial ten miles, per full extra mile:	\$4.00
d. Consensual/Nonconsensual tow, time beyond initial 30 minutes at scene, per 15-minute block:	\$50.00
e. Trespass or consensual/nonconsensual tow-daily storage per day, inside storage:	\$30.00
f. Immobilization:	\$75.00
g. Outside storage, per day	\$25.00

3. *Class C vehicles (gross vehicle weight rating at 19,500 or more pounds, but less than 25,000 pounds or vehicle carrying a vessel more than 22 feet in length):*

a. Trespass tow (flat rate):	\$375.00
b. Consensual/Nonconsensual tow:	\$375.00
c. Consensual/Nonconsensual tow, per mile over initial ten miles, per full extra mile:	\$5.00
d. Consensual/Nonconsensual tow, time beyond initial 30 minutes at scene, per 15-minute block:	\$75.00
e. Trespass or consensual/nonconsensual tow daily storage per day, inside storage:	\$60.00
f. Outside storage, per day:	\$55.00

4. *Class D vehicles (gross vehicle weight rating at more than 25,000 pounds):*

a. Trespass tow (flat rate):	\$500.00
b. Consensual/Nonconsensual tow:	\$500.00

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|----|---|----------|
| c. | Consensual/Nonconsensual tow, per mile over initial ten miles, per full extra mile: | \$6.00 |
| d. | Consensual/Nonconsensual tow, time beyond initial 30 minutes at scene, per 15-minute block: | \$100.00 |
| e. | Trespass or consensual/nonconsensual tow daily storage per day, inside storage: | \$60.00 |
| f. | Outside storage, per day: | \$55.00 |
- c) An additional daily storage fee, as set forth above, may be charged for any vessel, trailer or other mobile item, whether motorized or not, which is mounted on wheels and attached to a towed vehicle.
- d) The maximum rates established in subsection 4 b) 1, 2, 3, and 4, listed above shall be a flat fee which shall be all-inclusive and, by way of illustration, no additional charges shall be made for:
1. Any fees for special equipment or services such as double hook-up, vehicle entry when locked, dropping transmission linkage, axle or drive shaft removal, dollies, trailer or flat bed, lifts, slim jims, go jacks, removing bumpers, airing up brakes, and mileage, other than those specified in the rate schedule;
 2. Time spent at the scene of the tow, other than those specified in the rate schedule;
 3. Release fees during normal business hours (Monday—Friday, 8:00 a.m.—6:00 p.m.);
 4. Access fees to allow the owner or the owner's representative to remove personal property or examine the vehicle;
 5. Yard fees, set-out fees, or gate fees for allowing the owner or any tow company designated by the owner or his insurance company to take custody of and remove the vehicle from the impound area;
 6. Fuel surcharge fees;
 7. Storage for the first twelve hours.
- e) No other fees of whatever kind may be charged for services rendered during the first 12 hours that the vehicle is in the possession of the wrecker, beginning from the time the vehicle is delivered to the storage facility, except as specifically provided herein.

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An administrative fee for compliance with statutory notice requirements may be charged after the first 48 hours so long as the wrecker service has actually complied with the requirements of F.S. § 713.78, including execution and mailing of the lien notice. The fee must be based on actual costs for such compliance. Further, a "tarpaulin fee" in the amount of \$15.00 may be assessed when the towing service reasonably finds it necessary to install and maintain tarpaulin coverage on any class A stored vehicle in order to protect the interior accessories or upholstery of such vehicle from damage by inclement weather. Tarpaulin fees for coverage of any other class vehicle must be reasonable and based on actual costs.

- f) An after-hours (Monday—Friday, 6:00 p.m.—8:00 a.m., Saturday and Sunday and national holidays) release fee not to exceed \$35.00 may be charged.
- g) The above rates shall remain consistent with Volusia County Ordinance 118-98 for the duration of this agreement to include any extensions. Additionally, if the Volusia County Ordinance is modified, the City and Towing Company agree to follow the modified County Ordinance. Item 4. e) of this Agreement varies from County Ordinance 118-98 and shall remain at 12 hours for the duration of this Agreement even if the County modifies Ordinance 118-98.
- h) The Towing Company agrees to tow abandoned or lost vehicles at no charge to the City and City shall surrender all salvage rights, if any, to the vehicle to Towing Company and shall retain no liens upon the vehicle.
- i) No other charges or fees, other than those specified and authorized in this schedule, and applicable sales tax are allowed for towing or storage services provided under this Agreement.

6. RATES CHARGED THE CITY

In consideration for the services to be provided by the Towing Company under the terms of this Agreement, the Towing Company will provide the City with wrecker services for City vehicles as outlined previously in 1(c).

7. PROHIBITED CHARGES

The services called for in Section 1 of this Agreement entitled SERVICES TO BE PERFORMED BY TOWING COMPANY shall be provided at no cost to the owner of the towed vehicle or City whenever the City determines that the vehicle was towed in error at the request of the City.

8. SALVAGE RIGHTS

In consideration for the services to be provided by the Towing Company, under the terms of this Agreement, the City hereby grants the Towing Company all salvage rights that may be permitted by law on any vehicle which may be towed pursuant to this Agreement and as specifically outlined

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in 3(b), excluding those vehicles seized and held for possible forfeiture by the City. The City does not guarantee that the City has any salvage rights nor that by this grant the City is transferring any salvage rights to the Towing Company. The City will not be charged towing charges or storage fees for temporary storage in cases of vehicles seized for forfeiture. Prior to releasing a seized vehicle to the owner, the owner must pay the Towing Company for the towing and/or storage fees and present the City with a paid receipt from Towing Company.

9. STORAGE FACILITIES

The Towing Company shall maintain a primary storage garage and/or outside storage facility complying with applicable city code ordinances, including all related building and zoning regulations. Such storage facility shall:

- a) Contain a minimum of two hundred (200) spaces, measuring 9 feet by 19 feet each, in an area, which is completely fenced.
- b) Have available a minimum of two (2) spaces inside a building for the storing of vehicles which require police processing. These spaces shall be maintained to provide protection from the weather and security from the general public for vehicles, which require police processing.
- c) Be located within seven (7) miles of Holly Hill city limits.
 1. The Towing Company shall have an employee on duty at said primary storage facility, or upon immediate call to the facility, twenty-four (24) hours a day, seven (7) days a week, including holidays.
 2. Said storage facilities shall be subject to inspection and shall be approved by the City prior to the award of any contract. Storage facilities shall be subject to periodic inspections at any time during the term of this Agreement when deemed necessary by the City to insure compliance with this contract. Notice of any discrepancies or deficiencies in contract compliance found by the City shall be submitted to the Towing Company in writing, and the Towing Company shall remedy the same within fifteen (15) days of receipt of such notice. Upon failure of the Towing Company to remedy the deficiencies in contract compliance, action may be taken by the City pursuant to Section 24 herein.
 3. Vehicles, which have been marked "HOLD" for investigative purposes by the Police Department, shall be held at the storage facility, unless indicated otherwise, for whatever period of time necessary to properly process the vehicle and finish the investigation, at no charge to the City. Personnel of the Holly Hill Police Department shall be permitted access to such vehicles at any time.

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Vehicles stored in enclosed areas shall be secured from access by unauthorized persons. The Towing Company shall take reasonable steps to protect all stored vehicles and their contents from theft and damage.

10. WRECKER EQUIPMENT AND WRECKER COMPANY PERSONNEL

- a) The Towing Company shall, during the term of this Agreement, own or lease a minimum of four (4) wreckers to provide the services called for by this Agreement. The wreckers must include: two (2) Class "A" wreckers; one (1) Class "C" wrecker; and one (1) rollback. The wreckers of the Towing Company shall meet the requirements and specifications established and set forth in the current Florida Highway Patrol Rules and Regulations for Wreckers.
- b) Said wreckers shall be of a recognized commercial make and shall have a wrecker winch (chassis) and truck towing capacity suitable for the removal and transportation of the various types of motor vehicles contemplated by this Agreement without damage to such vehicles and without undue interference with the flow of traffic.
- c) No owner, partner, employee, or agent of the Towing Company shall have been convicted, entered a plea of "no contest", entered into a "Differed Prosecution Agreement" with the State Attorney's Office, or have any pending criminal charges, of any felony or a misdemeanor directly relating to the business or operation of a Towing Company – regardless of whether civil rights have been restored.
- d) The Towing Company shall not hire or retain any wrecker driver, permanently or temporarily, who has been convicted of the offense of driving under the influence of alcohol or any controlled substance or chemical substance to the extent that normal faculties are impaired or driving with an unlawful blood alcohol level, or of any criminal traffic offense.

11. RADIO AND TELEPHONE COMMUNICATIONS

The Towing Company shall provide a two-way radio communications system between their office and all tow trucks operated by the Towing Company. The Towing Company shall maintain a direct telephone line for incoming Police calls.

12. NON-EXCLUSIVENESS OF SERVICE

The Towing Company agrees that the owner or person in possession of any vehicle which has been incapacitated shall have the opportunity of contacting a wrecker or tow company of his or her own choice if the disabled vehicle does not create a hazardous condition and a reasonable response time

ATTACHMENT

can be expected. Said person, at the accident or place of incapacity, shall be given the opportunity of having such vehicle towed to a location other than the storage facility of the Towing Company.

13. BENEFITS FROM REPAIRS PROHIBITED

The Towing Company shall not benefit directly or indirectly, without the express written consent of the owner of the vehicle, or the owner's designated representative, from any motor vehicle repair or painting with respect to vehicles towed and/or stored by the Towing Company under the terms and provisions of any agreement between the City and the Towing Company. Any such agreement between the Towing Company and the owner shall state the repairs/painting to be done as well as the price and terms of payment therefore.

14. LIABILITY OF TOWING COMPANY

The liability of the Towing Company for any towed vehicle and all property contained therein shall commence at the time a wrecker is hooked to any vehicle to be towed. The Towing Company or its employee, representative, or agent shall inventory all personal property contained in the vehicle to be towed or endorse the inventory prepared by the Police Officer in charge.

15. PERSONAL PROPERTY IN VEHICLES

To the extent provided by law, the Towing Company shall be accountable and liable for damage or loss to all personal property in the vehicles towed and for all vehicle accessories. Personal property situated in a vehicle stored by the Towing Company shall not be disposed of to defray any charges for storage or towing of the vehicle, except as provided by law. All such personal property must be returned at once, unless directed otherwise by the City, to the owner or person entitled to legal possession thereof upon proper proof of ownership or right to possession. The determination of the owner or person entitled to legal possession shall be made by the Towing Company. Should the Towing Company release any personal property, the owner or person entitled to possession thereof shall receipt the Towing Company for the same.

16. RELEASE OF THE VEHICLE

The Towing Company agrees to release any vehicle, which has not been marked "HOLD" to the proper owner, or person entitled to possession of the vehicle. The tow company will release the vehicle to the owner of the vehicle or the person that was in custody of the vehicle at the time of the tow. It will be presumed that said person was in custody of the vehicle if the person has the car key for said vehicle. Any vehicle, which has been marked "HOLD" by the Holly Hill Police Department, cannot be released without prior authority from the Police Department. The Towing Company shall require proper proof of ownership or right to possession before releasing a vehicle, and the Towing Company shall be given a receipt for the vehicle.

ATTACHMENT

17. POSTING CHARGES AND ACCEPTANCE OF CREDIT CARDS

The Towing Company shall prominently post a sign at the storage facility in such a manner that it is conspicuous to the public, which lists the charges to be imposed upon persons whose vehicles are towed pursuant to this Agreement. As to such persons, the Towing Company shall not impose any charges that exceed such posted or listed amounts. If the tow company accepts payment by credit card in any aspect of its business operations, then the tow company must accept credit cards as payment for city authorized tows and storage. The credit card payment must be accepted for every item charged for the release of the vehicle.

18. ITEMIZED STATEMENTS

Should any owner or person entitled to possession of a towed and/or stored vehicle seek to reclaim the same from the Towing Company, the Towing Company shall provide such owner or such person offering title to possession with an itemized statement of all charges relating to the towing and storage of such vehicle.

19. INDEMNIFICATION

The Towing Company shall indemnify and hold harmless the City of Holly Hill and its agents, officers and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the work provided that the claim, damage, loss and expense is caused in whole or in part by any negligent act or omission of the City, the Towing Company, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

20. INSURANCE

a) Required Insurance:

The Towing Company shall purchase and maintain, at its own expense, the following types and amounts of insurance, in form and companies satisfactory to the City:

1. Workers' Compensation Insurance:

Workers' Compensation Insurance for all employees of the Towing Company connected with the work, which is the subject of this Agreement. The insurance required by this provision shall comply fully with the Florida Workers' Compensation Law and include Employers Liability Insurance with limits of not less than \$500,000 per occurrence. No class of employee, including the Towing Company itself, if an individual, shall be excluded from the Workers' Compensation coverage.

ATTACHMENT

2. Liability Insurance:

General Liability Insurance, including coverage for operations, products - completed operations, and personal injury insuring the Towing Company and any other interests, including but not limited to any associated or subsidiary companies involved in the work.

Automobile Liability Insurance which shall insure claims for damages because of bodily injury or death of a person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Towing Company for the work which is the subject of this Agreement. The Liability Insurance shall include contractual liability insurance applicable to the Towing Company's obligations under Paragraph 18 of this Agreement.

The Liability Insurance shall name the City of Holly Hill as an additional insured. The General and Automobile Liability Insurance shall each have a limit of liability of no less than \$500,000 for injury or death and no less than \$1,000,000 for injury or death to two or more persons as a result of any one occurrence and no less than \$250,000 for property damage to one or more persons as a result of any one occurrence, or in lieu thereof, a combined single limit for bodily injury and property damage of no less than \$1,000,000. If insurance coverage is provided with a general aggregate, then the aggregate shall be in an amount of no less than \$2,000,000. The limit of liability for personal injury shall be no less than \$1,000,000 and the limit of liability for contractual liability shall be no less than \$1,000,000.

3. Garage Keepers Legal Liability Insurance:

Garage Keepers Legal Liability Insurance in an amount reasonably sufficient to protect the owners of any and all vehicles towed or stored by the Towing Company, pursuant to this Agreement, from loss or damages to such vehicle on account of such removal or storage. The insurance may be provided with a deductible in an amount deemed acceptable to the City Manager.

b) Proof of Insurance

The Towing Company shall furnish proof of insurance acceptable to the City prior to or at the time of execution of the Agreement and the Towing Company shall not commence work under this Agreement until all the insurance required under this Agreement has been obtained and filed with and approved by the City. The Towing Company shall furnish evidence of all required insurance in the form of certificates of insurance which shall clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates, and shall contain the following language as to cancellation:

ATTACHMENT

- c) In the event of cancellation of this policy by the insurer or any insured, this company shall give not less than thirty (30) days advance written notice to:

City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

- d) If requested by the City, the Towing Company will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City. The Towing Company shall file replacement certificates thirty (30) days prior to expiration or termination of the required insurance occurring prior to the expiration of this Agreement. In the even such insurance shall lapse, the City expressly reserves the right to renew the insurance at the Towing Company's expense.

21. RECORDS, BOOKS, AND PAYMENT

The City reserves the right, during normal business hours, to inspect and audit the Towing Company records pertaining to service provided under this Agreement. All records must be maintained at one central location as provided hereinafter. Additionally, the monthly sum payable to the City by the Towing Company will be submitted to the office of the City Finance Director on the first day of each month for the duration of this contract, along with information contained in subparagraph (b) below. The Towing Company shall maintain for one (1) year following the towing of any vehicle towed under authority of the Police Department the following records of such tow:

- a) Where the vehicle was towed from; the date towed; the driver who towed the vehicle; where it was towed to; a complete description of the vehicle; the name and address of the registered owner; the disposition of the vehicle; the date the vehicle was released or disposed of; and all correspondence sent or received concerning said vehicle.
- b) The Towing Company shall be required to submit a list of all vehicles towed under authority of the Police Department by the seventh (7th) day of each month for the previous month services, describing each vehicle by Make, Year, Model, VIN, Tag Number, Towing/Storage charges, invoice of the towed vehicle, method of payment by vehicle owner, vehicle owner name, address, and telephone number for auditing purposes.

ATTACHMENT

- c) The Towing Company shall be required to pay a 15% late payment penalty for any required monthly payment received after the close of business on the 15th day of each month for the duration of this contract.

22. RIGHT TO CANCEL SERVICE CALL

The City shall have the right to cancel a request for Towing Company services until the time the wrecker arrives on the scene, and there shall be no charge to the City or the vehicle operator/owner. When a wrecker is to be canceled, it must be canceled over the police radio prior to the wrecker's arrival on the scene. The term "arrives on the scene" is construed to mean that the responding wrecker has arrived within the close physical proximity of the vehicle to be towed and the wrecker has stopped in preparation to perform the towing service.

23. COMPLIANCE WITH LAWS

The Towing Company agrees to and shall comply with all applicable provision of the Florida Statutes, including Section 316.530, and all applicable City ordinances.

24. CASH BOND

Prior to the effective commencement date of this Agreement, the Towing Company shall deliver cash or check in the amount of 1/33rd of the total contract to be placed with the City upon award of the contract in the event:

- a) The Towing Company fails to provide wrecker service required by this Agreement, for the purpose of defraying costs incurred by the City in making adequate arrangements for the removal of vehicles.
 - b) The Towing Company breaches the terms of this Agreement and it is terminated by the City as provided in Section 24 entitled BREACH OF AGREEMENT, for the purpose of defraying the cost of re-bidding this Agreement.
- 25. RIGHTS AT LAW RETAINED.** The rights and remedies of the CITY, provided for under this agreement, are in addition and supplemental to any other rights and remedies provided by law.
- 26. MODIFICATIONS TO AGREEMENT.** The Agreement and any exhibits amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

27. BREACH OF AGREEMENT

- a) The City may, by written notice to the Towing Company, terminate this Agreement in whole or in part, at any time, either for the City's convenience or because of the failure of the Towing Company to fulfill its Agreement obligations. Upon receipt of such notice, Towing Company shall immediately discontinue all services affected, unless the

ATTACHMENT

notice directs otherwise, and deliver to the City all data, drawings, specifications, reports, estimates, summaries and any and all such other information and materials of whatever type or nature as may have been accumulated by the Towing Company in performing this Agreement, whether completed or in process.

- b) If the termination is for the convenience of the City, Towing Company shall be paid compensation for services performed to the date of termination.
- c) If the termination is due to the failure of Towing Company to fulfill its Agreement obligations, City may take over the work and prosecute the same to completion by other agreements or otherwise. In such case, Towing Company shall be liable to City for all reasonable additional costs occasioned to the City thereby. Towing Company shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the Towing Company; provided, however, that Towing Company shall be responsible and liable for the actions of its subcontractors, agents, employees, persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of City in 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 any fault or negligence of the Towing Company.
- d) If after notice of termination for failure to fulfill its agreement obligations it is determined that Towing Company had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of City. In such event, adjustment in the Agreement price shall be made as provided for in subsection (b) of this Section.
- e) The rights and remedies of City provided in this section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.
- f) It shall be the right of the City Manager and any officials of the City which he may designate to observe closely the wrecker service operations and if, in the opinion of the City Manager, there has been a breach of contract, the City Manager shall so notify the Towing Company, in writing, specifying the manner in which there has been a breach of contract. If, within a period of seven (7) days, the Towing Company has not eliminated the condition considered to be a breach of contract to the satisfaction of the City Manager, the City Manager may make a recommendation to the City Commission that the agreement be terminated. The termination shall be placed on the agenda of a City Commission meeting and the Towing Company shall be given notice of the agenda item. If the City Commission finds that the Towing Company breached the Agreement, the City Commission may declare the Agreement terminated immediately and the cash bond forfeited.
- g) In addition to terminating this Agreement, the City may recover from the cash bond all administrative costs as provided by Section 23 of this Agreement.
- h) The City may, if it so elects pursue any other remedies provided by law for breach

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of this Agreement or any of its terms, covenants, conditions, or stipulations. No

right or remedy herein conferred upon or reserved to the City or Towing Company is intended to be exclusive of any other right or remedy, and each and every right and remedy given hereunder, or now or hereafter existing at law or at equity or by statute.

28. MISLEADING, DISHONEST AND ILLEGAL PRACTICES

The Towing Company warrants that it has not and will not engage in any misleading, dishonest, or illegal practices with regard to the operation of its business operations, including but not limited to vehicles towed pursuant to this Agreement, or any other agreement with the City, and shall charge owners of vehicles towed pursuant to this Agreement only those amounts permitted under this Agreement for those services covered by this Agreement. In the event that an overcharge or other violation covered by this paragraph is reported to the City, the City shall promptly notify the Towing Company of the alleged violation. If a satisfactory explanation is not received by the City within twenty-four (24) hours from the Towing Company, or the violation is not otherwise remedied and assurances given that similar violations will not occur in the future, within the twenty-four (24) hour period the violation may be reported to the City Commission for cancellation of this Agreement or other appropriate action as provided by Section 24 herein.

29. Public Records Law:

IF THE TOWING CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

The Towing Contractor shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Towing Company does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Towing Contractor or keep and maintain public records required by the City to perform the service. If the Towing Contractor transfers all public records to the City upon completion of the contract, the Towing Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Towing Contractor keeps and maintains public records upon completion

ATTACHMENT

of the contract, the Towing Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

30. MISCELLANEOUS

- a) The descriptive headings appearing in this Agreement are for convenience only and are not to be construed either as a part of the terms and conditions hereof or as any interpretation thereof.
- b) The bid documents and specifications, attached hereto, are made a part of this Agreement.
- c) It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship of co- partner or joint ventures between the parties hereto or as constituting the Towing Company as agent or representative of the City for any purpose or in any manner whatsoever.
- d) The Towing Company shall not assign this Agreement and its rights hereunder, in whole or in part, except with the prior written consent of the City.
- e) This Agreement shall be governed by the laws of the State of Florida.
- f) Venue for any legal proceedings regarding this Agreement shall be in Volusia County, Florida.
- g) In the event either party is required to file suit to enforce this Agreement, the prevailing party shall be reimbursed reasonable attorneys' fees and costs.

The undersigned parties, being fully advised of the above terms and conditions, do hereby freely and voluntarily execute this Renewal.

City of Holly Hill, Florida

Wrecker Service:

By: _____

By:  _____

Title: _____

Title: owner _____

Date: _____

Date: 11-9-2020 _____

Attest:

Valerie Manning, City Clerk

**CITY OF HOLLY HILL, FLORIDA
REQUEST FOR BIDS
TOWING COMPANY AGREEMENT
BID NUMBER 2020-PD-02**

BID RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

City Clerk, City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that is in the form of this Request for Bid (BID) and to provide all services, as specified or indicated in the BID Documents, in full accordance with the terms and conditions set forth therein.

SUBMITTER accepts all of the terms and conditions of the Bid Conditions, and the Wrecker Service Agreement. SUBMITTER will sign the Contract and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the BID Documents and of the following Addenda:

Addendum Date

10-29-2020

Addendum Number

1

Receipt of all of which is hereby acknowledged.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

**ADDENDUM NUMBER 1
RFP 2020-PD-02
TOWING SERVICES
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 2020-PD-02** for the above request for **TOWING SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

Q1. What are the numbers from the previous towing contract?

A1. Previous contract information is shown on the original request for proposals on page 9, Section II-Nature of Services Required, item B, Scope of work to be performed. The total annual wrecker fees paid to the City for the same period was \$16,864.92.

Q2. 1) I guess what I would like to know is how is the contract going to be awarded to the towing vendor is it the most qualified or to who pays the city the most? The bid will be evaluated based on the published Bid Evaluation Section V (pages 11 through 13) of the Request for proposal.

2) I would like to know how the city is intending to issue this contract is to a single vendor and what is the criteria that the city will be using to choose a successful vendor? As stated in the previous answer The bid will be evaluated based on the published Bid Evaluation Section V (pages 11 through 13) of the Request for proposal.

3) I guess the next question I would have for the city would be how does the city of Holly Hill intend to comply with HB133 with this wrecker service agreement? The City has reviewed HB133 and determined it has no impact on the Request for Proposal.



Signature acknowledges receipt and understanding of this addendum.

CHRISTIAN BERRY OWNER

Name/Title

11-09-2020

Date

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Volusia County Towing

VENDOR/CONTRACTOR LICENSE NUMBER: 21-00025698

ADDRESS: 345 8th Street
Holly Hill, FL, 32117

PHONE NO.: 386-872-7200 FAX NO.: 386-239-8607

BIDDER'S NAME: CHRISTIAN GERNY
 (Typed or Printed in Ink)

TITLE: owner

AUTHORIZED SIGNATURE: I,  hereby
 (Original signature required in each document)

declare that I have read and fully understand the BID Documents, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

Our Thirty-three (33) month Bid is \$ 49,500.00.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PLEASE ENSURE THAT YOU HAVE SIGNED THE BID RESPONSE FORM OF THIS REQUEST FOR BID. OMISSION OF A SIGNATURE ON THAT PAGE WILL RESULT IN REJECTION OF YOUR BID.

Attachment: Volusia County Towing 2020-PD-02 (3138 : Towing Service Contract)

CITY OF HOLLY HILL, FLORIDA
REQUEST FOR BIDS
TOWING COMPANY AGREEMENT
BID NUMBER 2020-PD-02

NON-CONFLICT OF INTEREST STATEMENT & LITIGATION STATEMENT

☒ To the best of our knowledge, the undersigned Towing Company has no potential conflicts of interest due to any other clients or contracts for this project.

☐ The undersigned Towing Company, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

☒ The undersigned Towing Company has had no litigation on any project in the last five (5) years.

☐ The undersigned Towing Company, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Volusia County Towing
COMPANY NAME

[Signature]
AUTHORIZED SIGNATURE

CHRISTIAN GERNY
NAME (PRINT OR TYPE)

owner
TITLE

11-09-2020
DATE

Attachment: Volusia County Towing 2020-PD-02 (3138 : Towing Service Contract)

**CITY OF HOLLY HILL, FLORIDA
REQUEST FOR BIDS
TOWING COMPANY AGREEMENT
BID NUMBER 2020-PD-02**

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 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' 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 violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid 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 bid, the employee will abide 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) calendar days after such conviction.
- 5) Impose sanctions 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.

Volusia County Towing
Company Name
[Signature]
Authorized Signature
CHRISTIAN GERRY
Print Name
OWNER
Title



BUSINESS TAX RECEIPT

City of Holly Hill

1065 Ridgewood Ave

Holly Hill, FL 32117

386-248-9442 www.hollyhillfl.org

EXPIRATION DATE: August 31, 2021

ISSUED TO: VOLUSIA COUNTY TOWING LLC
345 8TH STREET

HOLLY HILL FL 32117-3628

LICENSE YEAR: 09/20-08/21

LICENSE NUMBER: 21-00025698

FEE: \$272.55

DATE: October 23, 2020

COMMENTS: 8 TRUCKS

BUSINESS LOCATION: 345 8TH ST

BUSINESS OWNER:

VALID PROVIDING ALL STATE CERTIFICATION/REGISTRATION REQUIREMENTS ARE MET.

BUSINESS CLASSIFICATION

CODE	DESCRIPTION	AMOUNT PAID
14870	AUTO: WRECKER/TOWING - FIRST VEHICLE	66.15
00100	FIRE INSPECTION	30.00000 X 1.00 = 30.00
14875	AUTO:WRECKER EA ADDL VEH	22.05000 X 7.00 = 154.35

- THIS DOCUMENT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS, PENALTY FOR FAILURE TO DO SO.
- TAX RECEIPT DOES NOT GUARANTEE JOB AND/OR WORK PERFORMANCE.
- BUSINESS MUST COMPLY WITH CITY ORDINANCES.



BUSINESS TAX RECEIPT

City of Holly Hill

1065 Ridgewood Ave

Holly Hill, FL 32117

386-248-9442 www.hollyhillfl.org

EXPIRATION DATE: August 31, 2021

ISSUED TO: VOLUSIA COUNTY TOWING LLC
345 8TH STREET

HOLLY HILL FL 32117-3628

LICENSE YEAR: 09/20-08/21

LICENSE NUMBER: 21-00026109

FEE: \$102.77

DATE: October 23, 2020

COMMENTS:

BUSINESS LOCATION: 738 CARSWELL AVE

BUSINESS OWNER: GERNY, CHRISTIAN

VALID PROVIDING ALL STATE CERTIFICATION/REGISTRATION REQUIREMENTS ARE MET.

BUSINESS CLASSIFICATION

CODE	DESCRIPTION	AMOUNT PAID
74310	STORAGE/WAREHOUSE	66.15
00100	FIRE INSPECTION	30.00000 X 1.00 = 30.00

- THIS DOCUMENT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS, PENALTY FOR FAILURE TO DO SO.
- TAX RECEIPT DOES NOT GUARANTEE JOB AND/OR WORK PERFORMANCE.
- BUSINESS MUST COMPLY WITH CITY ORDINANCES.

Attachment: Volusia County Towing 2020-PD-02 (3138 : Towing Service Contract)

2020/ 2021

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



Account # 201507270005 Expires: September 30, 202
Business Location: 345 8TH ST

Business Name: VOLUSIA COUNTY TOWING LLC
Owner Name: CHRISTIAN GERNY
Mailing Address: 345 8TH ST
HOLLY HILL, FL 32117

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Business Service		471	6	\$54.0
Hazardous Waste Fee		820	1	\$39.0

- 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**

Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938

DATE PAID: 10/21/2020
RECEIPT #: WWW-20-0000790
TOTAL TAX: 93.00
PENALTY: 5.40
TOTAL PAID: 98.40



Business Name: VOLUSIA COUNTY TOWING LLC
Owner Name: CHRISTIAN GERNY
Mailing Address: 345 8TH ST
HOLLY HILL, FL 32117

Account # 201507270005 Expires: September 30, 202
Business Location: 345 8TH ST

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS



CERTIFICATE OF LIABILITY INSURANCE

5.5.b

DATE (MM/DD/YYYY)

11/10/2020

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 SUNZ Insurance Solutions, LLC. c/o Lightsource PEO LLC 2822 Commerce Park Drive, Suite 400 Orlando, FL 32819	ID:(Lightsource)	CONTACT NAME: Arturo Cardenas	FAX (A/C, No): 877-758-6522
		PHONE (A/C, No, Ext): 877-257-6662	E-MAIL ADDRESS: arturo.cardenas@lightsourcehr.com
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: United Wisconsin Insurance Company	NAIC # 29157
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 58533796 **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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☐ N	N/A	WC552-00001-020-SZ	1/1/2020	1/1/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 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)

Coverage provided for all leased employees but not subcontractors of: Volusia County Towing, LLC
Client Effective: 7/2/2018

CERTIFICATE HOLDER City of Holly Hill 1065 Ridgewood Ave Holly Hill FL 32117	CANCELLATION 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 Rick Leonard
--	---



CERTIFICATE OF LIABILITY INSURANCE

5.5.b

DATE (MM/DD/YYYY)

11/10/2020

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 Chase Insurance Agency, Inc 333 N W 70 Ave: #108 Plantation FL 33317		CONTACT NAME: Aileen Deyoung PHONE (A/C, No, Ext): 954-792-4300 FAX (A/C, No): 954-791-9344 E-MAIL ADDRESS: aileen@chaseinsurance.net		
INSURED Volusia County Towing, LLC 345 8th St Holly Hill FL 32117		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : AmGuard Insurance Company		42390
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 308069756

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 ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		K2GP109644	4/10/2020	4/10/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	Y		K2GP109644	4/10/2020	4/10/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Personal Injury \$ 10,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Garage Keepers Legal Liability			K2GP109644	4/10/2020	4/10/2021	Ded 500/2500 150 000
A	Cargo			K2GP109644	4/10/2020	4/10/2021	Ded 1 000 500 000
A	Trailer Interchange			K2GP109644	4/10/2020	4/10/2021	Ded 1 000 100 000

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

DOT 2841798 & MC-91018
City of Holly Hill as additional insured**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



TOWING COMPANY AGREEMENT

BID# 2020-PD-02

UNIVERSAL TOWING INC

542 LPGA BLVD, HOLLY HILL, FL 32117

OFC- (386)255-0203 FAX (386)255-4045

EMAIL -UNIVERSALTOWINGDAYTONA@GMAIL.COM

FRED CAMPAGNUOLO (386) 527-1771

ANGIE ROGERS – OFC MNGR (386)931-1417

EMAIL- ANGIE.UNIVERSALTOW@GMAIL.COM

BID DATE- NOVEMBER 11, 2020

Attachment: Universal Towing submission 2020-PD-02 (3138 : Towing Service Contract)

PROPOSER ACKNOWLEDGEMENT FORM***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID***

BID TITLE: Towing Company Agreement

BID NUMBER: 2020-PD-02

BID DUE DATE & TIME: November 11, 2020 at 2:00pm

BID OPENING LOCATION: City of Holly Hill, Commission Chambers
1065 Ridgewood Avenue, Holly Hill, Florida 32117

QUESTION DEADLINE: October 28, 2020, at 5:00pm

Bids Received After The Above Date And Time Will Not Be Accepted.BIDDER'S NAME: Universal Towing, IncBIDDER'S MAILING ADDRESS: 542 LPGA Blvd.CITY-STATE-ZIP: Holly Hill, FL 32117F.E.I.N.: 59-3687605PHONE NUMBER: 386-255-0203 FAX NUMBER: 386-255-4045

If returning as a "No Bid", please state reason (s): _____

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Proposer. In submitting a Bid to the City of Holly Hill, the Proposer offers and agrees that if the Bid is accepted, the Proposer

will convey, assign or transfer to the City of Holly Hill all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Holly Hill. At the City's discretion, such assignment shall be made and become effective at the

time the City tenders final payment to the Bidder.

X Fred Campagnuolo
AUTHORIZED SIGNATURE (MANUAL)

Fred Campagnuolo
NAME (TYPED)

VP

TITLE

11-10-20

DATE

Attachment: Universal Towing submission 2020-PD-02 (3138 : Towing Service Contract)

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ATTACHMENT

TOWING COMPANY AGREEMENT

This agreement entered into this 1st day of January 2021 by and between the City of Holly Hill, Florida, a Municipal Corporation, hereinafter referred to as "City" and Universal Towing, Inc, hereinafter referred to as "Towing Company", in consideration of the mutual covenants contained herein, and subject to the terms and conditions listed below.

WITNESSETH:

1. AGREEMENT The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP 20-PD-02), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between the CITY and CONTRACTOR. This Agreement is the final complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

2. SERVICES TO BE PERFORMED BY TOWING COMPANY: The Towing Company shall provide the following services:

- a) The Towing Company shall provide for the towing and storage when required, of motor vehicles and trailers from public or private property lying within the City of Holly Hill when so authorized by a representative of the City, at a rate not greater than the applicable maximum rates specified herein.
- b) When authorized by a representative of the City, the Towing Company shall, at a rate not greater than the applicable maximum rate specified herein, provide for the towing and storage of any motor vehicle, trailer, motorcycle, or motor scooter which is towed under the provisions of the Code of the City of Holly Hill covering the removal and/or impounding of illegally parked or disabled vehicles, applicable Florida Statutes, or which is otherwise impounded or required to be moved by or at the direction of a police officer, from the point of origin to the place of business of the Towing Company. The Towing Company shall, at a rate not greater than the applicable maximum rate specified herein, provide for the towing and storage of any vehicle or trailer from the scene of an accident to a location within the area, as designated by the owner, other than the place of business of the Towing Company.
- c) When authorized by a representative of the City, the Towing Company shall, at no charge, provide towing services for all disabled city vehicles, whether owned or leased (excluding vehicles leased by the City where the lessor is responsible for the towing service). The no charge towing service shall be for city vehicles located within a 50-mile radius of Holly Hill City Hall. For city vehicles located beyond the 50 mile radius, the loaded per mile charge for each mile beyond the 50 mile radius shall be as follows:

ATTACHMENT

Class A	\$1.50
Class B	\$2.50
Class C	\$3.50

- d) The Towing Company shall, at no cost to the City, promptly clean all debris off the public streets, ways, sidewalks, parks, avenues, and property of the City, and remove the same to a proper place away from the scene of any motor vehicle accident if the accident scene is to be, is being, or has been serviced by the Towing Company, or the agent, servants, or employees of the Towing Company.
- e) The Towing Company guarantees that wrecker service shall be rendered at any and all times, as required by this Agreement, twenty-four (24) hours a day, seven (7) days a week, including holidays, and that personnel will be subject to call at any and all times. The Towing Company further guarantees that, for at least 95% of all calls, it will be at the requested location within the City limits within twenty (20) minutes from the time the Towing Company receives a call requesting that a wrecker be dispatched. It further guarantees that in the remaining 5% of calls, a wrecker will be at the location within thirty (30) minutes. Compliance with this requirement will be calculated on a calendar month basis. Further, the City reserves the right to charge the towing company for the cost of city services incurred as a result of the delayed response.
- f) The Towing Company shall answer expeditiously all calls from the Holly Hill Police Department, or other City representative, for on-scene service at accidents and shall immediately remove all obstructions caused by accidents even if actual towing is not required (cleanups). In this event, the City shall pay the Towing Company \$25.00 for this service.
- g) Upon request, the Towing Company shall provide the Holly Hill Police Department with reasonable assistance in the examination of vehicles stored by the Towing Company. Such assistance shall include the availability and use of a wrecker at the storage site for the moving of vehicles to be examined by the Police. Any vehicles towed by the Police Department, within a 50-mile radius of Holly Hill City Hall, marked as evidence in a criminal case or marked as "pending seizure" in a civil case shall be towed at no charge. For these types of vehicles beyond the 50 mile radius, the loaded per mile charge for each mile beyond the 50 mile radius shall be as follows:

Class A	\$1.50
Class B	\$2.50
Class C	\$3.50

- h) **Definitions:** As used in this article, the following words and terms shall have the meaning respectively ascribed:

1. **Immobilization** shall mean the installation of a boot or similar device on a vehicle on private property for the purpose of making it unmovable.

ATTACHMENT

2. **Consensual towing** shall mean the property owner is consenting to the towing of the vehicle by the Towing Company.
3. **Nonconsensual towing** shall mean the removal and storage of wrecked or disabled vehicles from an accident scene or the removal and storage of a vehicle in the event the owner or operator is incapacitated, unavailable, or otherwise does not consent to the removal of the vehicle, excepting, however, all incidents of "trespass towing" as herein below defined.
4. **Property owner** shall mean that person who exercises dominion and control over a parcel of real property, including but not limited to the legal title holder, lessee, a resident manager, a property manager or other agent who has legal authority to bind the owner. A person providing a towing service may not be appointed as an agent for a property owner.
5. **Tow** shall mean to haul, carry, pull along, or otherwise transport or remove a vehicle by means of another vehicle.
6. **Trespass towing** shall mean towing or removal of a vehicle, without the consent of the vehicle's owner or operator, as such is authorized by F.S. § 715.07, when that vehicle is parked on private real property.
7. **Wrecker** shall mean any truck or other vehicle which is used to carry, tow or otherwise transport vehicles and which is equipped for that purpose with a boom, winch, car carrier, or similar equipment. "Wrecker" shall include the person or firm owning, operating, and/or controlling the wrecker vehicles.

3. PAYMENT TO THE CITY

In consideration of the Towing Company being called by the City for the term as provided in Section 3 below, the Towing Company shall pay to the City, beginning January 1, 2021 the sum of \$ 61413.00, payable in equal monthly installments of \$ 1861.00 for a period of thirty-three (33) months so long as this Agreement is in effect.

4. TERM

- a) The term of this Agreement shall be for a thirty-three (33) month period beginning January 1, 2021 and ending September 30, 2023. Extension - the City shall have the option of extending this contract, based upon satisfactory performance by the Towing Company, for two additional twelve-month periods: The first of these two additional twelve-month periods to be given consideration beginning on October 1, 2023 and ending on September 30, 2024, and the second beginning on October 1, 2024 and ending on September 30, 2025. Any adjustments in the maximum wrecker fees allowed and monthly payments to the City may also be considered at these times. The option for an extension(s) is solely for the benefit of and at the sole discretion of the City. Towing Company shall not have any right to an extension.

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- b) It is further understood by the parties to this Agreement that in the event the Towing Company is unable to respond to a call during the term of this contract, with one of its own wreckers, it is still responsible for providing a wrecker. It may utilize a wrecker from any other wrecker company in the County, in such cases; the substitute wrecker must comply with the terms agreed upon herein.

5. RATE CHARGED OWNERS

- a) In consideration for the services to be provided by the Towing Company under the terms of this Agreement, the Towing Company may charge the owner of the vehicle being towed or stored the rates listed below, provided that:

1. The City shall not be liable in the event of nonpayment by the owner of the vehicle being towed.
2. The towing/servicing of City owned/leased vehicles follows the specifications outlined previously in 1 (c).

- b) The maximum rates for towing a vehicle, for the storage of a towed vehicle or for the rendition of other services involving the use of a wrecker or other customary towing services when the point of origin of the tow or such services is within the boundaries of Holly Hill shall be as follows:

1. *Class A vehicles (gross vehicle weight rating at 9,999 pounds or less or a vehicle carrying a vessel 15 feet or less in length):*

- | | |
|--|----------|
| a. Trespass tow (flat rate): | \$125.00 |
| b. Consensual/Nonconsensual tow: | \$125.00 |
| c. Consensual/Nonconsensual tow, per mile over initial ten miles, per full extra mile: | \$3.00 |
| d. Consensual/Nonconsensual tow, time beyond initial 30 minutes at scene, 15-minute block: | \$25.00 |
| e. Trespass or consensual/nonconsensual tow daily storage per day, inside storage | \$25.00 |
| f. Immobilization: | \$75.00 |
| g. Outside storage, per day: | \$20.00 |

ATTACHMENT

2. *Class B vehicles (gross vehicle weight rating at 10,000 pounds or more, but less than 19,500 pounds or vehicle carrying a vessel more than 15 feet, but less than 22 feet in length):*

- | | |
|--|----------|
| a. Trespass tow (flat rate): | \$250.00 |
| b. Consensual/Nonconsensual tow: | \$250.00 |
| c. Consensual/Nonconsensual tow, per mile over initial ten miles, per full extra mile: | \$4.00 |
| d. Consensual/Nonconsensual tow, time beyond initial 30 minutes at scene, per 15-minute block: | \$50.00 |
| e. Trespass or consensual/nonconsensual tow daily storage per day, inside storage: | \$30.00 |
| f. Immobilization: | \$75.00 |
| g. Outside storage, per day | \$25.00 |

3. *Class C vehicles (gross vehicle weight rating at 19,500 or more pounds, but less than 25,000 pounds or vehicle carrying a vessel more than 22 feet in length):*

- | | |
|--|----------|
| a. Trespass tow (flat rate): | \$375.00 |
| b. Consensual/Nonconsensual tow: | \$375.00 |
| c. Consensual/Nonconsensual tow, per mile over initial ten miles, per full extra mile: | \$5.00 |
| d. Consensual/Nonconsensual tow, time beyond initial 30 minutes at scene, per 15-minute block: | \$75.00 |
| e. Trespass or consensual/nonconsensual tow daily storage per day, inside storage: | \$60.00 |
| f. Outside storage, per day: | \$55.00 |

4. *Class D vehicles (gross vehicle weight rating at more than 25,000 pounds):*

- | | |
|----------------------------------|----------|
| a. Trespass tow (flat rate): | \$500.00 |
| b. Consensual/Nonconsensual tow: | \$500.00 |

ATTACHMENT

- | | | |
|----|---|----------|
| c. | Consensual/Nonconsensual tow, per mile over initial ten miles, per full extra mile: | \$6.00 |
| d. | Consensual/Nonconsensual tow, time beyond initial 30 minutes at scene, per 15-minute block: | \$100.00 |
| e. | Trespass or consensual/nonconsensual tow daily storage per day, inside storage: | \$60.00 |
| f. | Outside storage, per day: | \$55.00 |
- c) An additional daily storage fee, as set forth above, may be charged for any vessel, trailer or other mobile item, whether motorized or not, which is mounted on wheels and attached to a towed vehicle.
- d) The maximum rates established in subsection 4 b) 1, 2, 3, and 4, listed above shall be a flat fee which shall be all-inclusive and, by way of illustration, no additional charges shall be made for:
1. Any fees for special equipment or services such as double hook-up, vehicle entry when locked, dropping transmission linkage, axle or drive shaft removal, dollies, trailer or flat bed, lifts, slim jims, go jacks, removing bumpers, airing up brakes, and mileage, other than those specified in the rate schedule;
 2. Time spent at the scene of the tow, other than those specified in the rate schedule;
 3. Release fees during normal business hours (Monday—Friday, 8:00 a.m.—6:00 p.m.);
 4. Access fees to allow the owner or the owner's representative to remove personal property or examine the vehicle;
 5. Yard fees, set-out fees, or gate fees for allowing the owner or any tow company designated by the owner or his insurance company to take custody of and remove the vehicle from the impound area;
 6. Fuel surcharge fees;
 7. Storage for the first twelve hours.
- e) No other fees of whatever kind may be charged for services rendered during the first 12 hours that the vehicle is in the possession of the wrecker, beginning from the time the vehicle is delivered to the storage facility, except as specifically provided herein.

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An administrative fee for compliance with statutory notice requirements may be charged after the first 48 hours so long as the wrecker service has actually complied with the requirements of F.S. § 713.78, including execution and mailing of the lien notice. The fee must be based on actual costs for such compliance. Further, a "tarpaulin fee" in the amount of \$15.00 may be assessed when the towing service reasonably finds it necessary to install and maintain tarpaulin coverage on any class A stored vehicle in order to protect the interior accessories or upholstery of such vehicle from damage by inclement weather. Tarpaulin fees for coverage of any other class vehicle must be reasonable and based on actual costs.

- f) An after-hours (Monday—Friday, 6:00 p.m.—8:00 a.m., Saturday and Sunday and national holidays) release fee not to exceed \$35.00 may be charged.
- g) The above rates shall remain consistent with Volusia County Ordinance 118-98 for the duration of this agreement to include any extensions. Additionally, if the Volusia County Ordinance is modified, the City and Towing Company agree to follow the modified County Ordinance. Item 4. e) of this Agreement varies from County Ordinance 118-98 and shall remain at 12 hours for the duration of this Agreement even if the County modifies Ordinance 118-98.
- h) The Towing Company agrees to tow abandoned or lost vehicles at no charge to the City and City shall surrender all salvage rights, if any, to the vehicle to Towing Company and shall retain no liens upon the vehicle.
- i) No other charges or fees, other than those specified and authorized in this schedule, and applicable sales tax are allowed for towing or storage services provided under this Agreement.

6. RATES CHARGED THE CITY

In consideration for the services to be provided by the Towing Company under the terms of this Agreement, the Towing Company will provide the City with wrecker services for City vehicles as outlined previously in 1(c).

7. PROHIBITED CHARGES

The services called for in Section 1 of this Agreement entitled SERVICES TO BE PERFORMED BY TOWING COMPANY shall be provided at no cost to the owner of the towed vehicle or City whenever the City determines that the vehicle was towed in error at the request of the City.

8. SALVAGE RIGHTS

In consideration for the services to be provided by the Towing Company, under the terms of this Agreement, the City hereby grants the Towing Company all salvage rights that may be permitted by law on any vehicle which may be towed pursuant to this Agreement and as specifically outlined

ATTACHMENT

in 3(b), excluding those vehicles seized and held for possible forfeiture by the City. The City does not guarantee that the City has any salvage rights nor that by this grant the City is transferring any salvage rights to the Towing Company. The City will not be charged towing charges or storage fees for temporary storage in cases of vehicles seized for forfeiture. Prior to releasing a seized vehicle to the owner, the owner must pay the Towing Company for the towing and/or storage fees and present the City with a paid receipt from Towing Company.

9. STORAGE FACILITIES

The Towing Company shall maintain a primary storage garage and/or outside storage facility complying with applicable city code ordinances, including all related building and zoning regulations. Such storage facility shall:

- a) Contain a minimum of two hundred (200) spaces, measuring 9 feet by 19 feet each, in an area, which is completely fenced.
- b) Have available a minimum of two (2) spaces inside a building for the storing of vehicles which require police processing. These spaces shall be maintained to provide protection from the weather and security from the general public for vehicles, which require police processing.
- c) Be located within seven (7) miles of Holly Hill city limits.
 1. The Towing Company shall have an employee on duty at said primary storage facility, or upon immediate call to the facility, twenty-four (24) hours a day, seven (7) days a week, including holidays.
 2. Said storage facilities shall be subject to inspection and shall be approved by the City prior to the award of any contract. Storage facilities shall be subject to periodic inspections at any time during the term of this Agreement when deemed necessary by the City to insure compliance with this contract. Notice of any discrepancies or deficiencies in contract compliance found by the City shall be submitted to the Towing Company in writing, and the Towing Company shall remedy the same within fifteen (15) days of receipt of such notice. Upon failure of the Towing Company to remedy the deficiencies in contract compliance, action may be taken by the City pursuant to Section 24 herein.
 3. Vehicles, which have been marked "HOLD" for investigative purposes by the Police Department, shall be held at the storage facility, unless indicated otherwise, for whatever period of time necessary to properly process the vehicle and finish the investigation, at no charge to the City. Personnel of the Holly Hill Police Department shall be permitted access to such vehicles at any time.

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Vehicles stored in enclosed areas shall be secured from access by unauthorized persons. The Towing Company shall take reasonable steps to protect all stored vehicles and their contents from theft and damage.

10. WRECKER EQUIPMENT AND WRECKER COMPANY PERSONNEL

- a) The Towing Company shall, during the term of this Agreement, own or lease a minimum of four (4) wreckers to provide the services called for by this Agreement. The wreckers must include: two (2) Class "A" wreckers; one (1) Class "C" wrecker; and one (1) rollback. The wreckers of the Towing Company shall meet the requirements and specifications established and set forth in the current Florida Highway Patrol Rules and Regulations for Wreckers.
- b) Said wreckers shall be of a recognized commercial make and shall have a wrecker winch (chassis) and truck towing capacity suitable for the removal and transportation of the various types of motor vehicles contemplated by this Agreement without damage to such vehicles and without undue interference with the flow of traffic.
- c) No owner, partner, employee, or agent of the Towing Company shall have been convicted, entered a plea of "no contest", entered into a "Differed Prosecution Agreement" with the State Attorney's Office, or have any pending criminal charges, of any felony or a misdemeanor directly relating to the business or operation of a Towing Company – regardless of whether civil rights have been restored.
- d) The Towing Company shall not hire or retain any wrecker driver, permanently or temporarily, who has been convicted of the offense of driving under the influence of alcohol or any controlled substance or chemical substance to the extent that normal faculties are impaired or driving with an unlawful blood alcohol level, or of any criminal traffic offense.

11. RADIO AND TELEPHONE COMMUNICATIONS

The Towing Company shall provide a two-way radio communications system between their office and all tow trucks operated by the Towing Company. The Towing Company shall maintain a direct telephone line for incoming Police calls.

12. NON-EXCLUSIVENESS OF SERVICE

The Towing Company agrees that the owner or person in possession of any vehicle which has been incapacitated shall have the opportunity of contacting a wrecker or tow company of his or her own choice if the disabled vehicle does not create a hazardous condition and a reasonable response time

ATTACHMENT

can be expected. Said person, at the accident or place of incapacity, shall be given the opportunity of having such vehicle towed to a location other than the storage facility of the Towing Company.

13. BENEFITS FROM REPAIRS PROHIBITED

The Towing Company shall not benefit directly or indirectly, without the express written consent of the owner of the vehicle, or the owner's designated representative, from any motor vehicle repair or painting with respect to vehicles towed and/or stored by the Towing Company under the terms and provisions of any agreement between the City and the Towing Company. Any such agreement between the Towing Company and the owner shall state the repairs/painting to be done as well as the price and terms of payment therefore.

14. LIABILITY OF TOWING COMPANY

The liability of the Towing Company for any towed vehicle and all property contained therein shall commence at the time a wrecker is hooked to any vehicle to be towed. The Towing Company or its employee, representative, or agent shall inventory all personal property contained in the vehicle to be towed or endorse the inventory prepared by the Police Officer in charge.

15. PERSONAL PROPERTY IN VEHICLES

To the extent provided by law, the Towing Company shall be accountable and liable for damage or loss to all personal property in the vehicles towed and for all vehicle accessories. Personal property situated in a vehicle stored by the Towing Company shall not be disposed of to defray any charges for storage or towing of the vehicle, except as provided by law. All such personal property must be returned at once, unless directed otherwise by the City, to the owner or person entitled to legal possession thereof upon proper proof of ownership or right to possession. The determination of the owner or person entitled to legal possession shall be made by the Towing Company. Should the Towing Company release any personal property, the owner or person entitled to possession thereof shall receipt the Towing Company for the same.

16. RELEASE OF THE VEHICLE

The Towing Company agrees to release any vehicle, which has not been marked "HOLD" to the proper owner, or person entitled to possession of the vehicle. The tow company will release the vehicle to the owner of the vehicle or the person that was in custody of the vehicle at the time of the tow. It will be presumed that said person was in custody of the vehicle if the person has the car key for said vehicle. Any vehicle, which has been marked "HOLD" by the Holly Hill Police Department, cannot be released without prior authority from the Police Department. The Towing Company shall require proper proof of ownership or right to possession before releasing a vehicle, and the Towing Company shall be given a receipt for the vehicle.

ATTACHMENT

17. POSTING CHARGES AND ACCEPTANCE OF CREDIT CARDS

The Towing Company shall prominently post a sign at the storage facility in such a manner that it is conspicuous to the public, which lists the charges to be imposed upon persons whose vehicles are towed pursuant to this Agreement. As to such persons, the Towing Company shall not impose any charges that exceed such posted or listed amounts. If the tow company accepts payment by credit card in any aspect of its business operations, then the tow company must accept credit cards as payment for city authorized tows and storage. The credit card payment must be accepted for every item charged for the release of the vehicle.

18. ITEMIZED STATEMENTS

Should any owner or person entitled to possession of a towed and/or stored vehicle seek to reclaim the same from the Towing Company, the Towing Company shall provide such owner or such person offering title to possession with an itemized statement of all charges relating to the towing and storage of such vehicle.

19. INDEMNIFICATION

The Towing Company shall indemnify and hold harmless the City of Holly Hill and its agents, officers and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the work provided that the claim, damage, loss and expense is caused in whole or in part by any negligent act or omission of the City, the Towing Company, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

20. INSURANCE

a) Required Insurance:

The Towing Company shall purchase and maintain, at its own expense, the following types and amounts of insurance, in form and companies satisfactory to the City:

1. Workers' Compensation Insurance:

Workers' Compensation Insurance for all employees of the Towing Company connected with the work, which is the subject of this Agreement. The insurance required by this provision shall comply fully with the Florida Workers' Compensation Law and include Employers Liability Insurance with limits of not less than \$500,000 per occurrence. No class of employee, including the Towing Company itself, if an individual, shall be excluded from the Workers' Compensation coverage.

ATTACHMENT

2. Liability Insurance:

General Liability Insurance, including coverage for operations, products - completed operations, and personal injury insuring the Towing Company and any other interests, including but not limited to any associated or subsidiary companies involved in the work.

Automobile Liability Insurance which shall insure claims for damages because of bodily injury or death of a person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Towing Company for the work which is the subject of this Agreement. The Liability Insurance shall include contractual liability insurance applicable to the Towing Company's obligations under Paragraph 18 of this Agreement.

The Liability Insurance shall name the City of Holly Hill as an additional insured. The General and Automobile Liability Insurance shall each have a limit of liability of no less than \$500,000 for injury or death and no less than \$1,000,000 for injury or death to two or more persons as a result of any one occurrence and no less than \$250,000 for property damage to one or more persons as a result of any one occurrence, or in lieu thereof, a combined single limit for bodily injury and property damage of no less than \$1,000,000. If insurance coverage is provided with a general aggregate, then the aggregate shall be in an amount of no less than \$2,000,000. The limit of liability for personal injury shall be no less than \$1,000,000 and the limit of liability for contractual liability shall be no less than \$1,000,000.

3. Garage Keepers Legal Liability Insurance:

Garage Keepers Legal Liability Insurance in an amount reasonably sufficient to protect the owners of any and all vehicles towed or stored by the Towing Company, pursuant to this Agreement, from loss or damages to such vehicle on account of such removal or storage. The insurance may be provided with a deductible in an amount deemed acceptable to the City Manager.

b) Proof of Insurance

The Towing Company shall furnish proof of insurance acceptable to the City prior to or at the time of execution of the Agreement and the Towing Company shall not commence work under this Agreement until all the insurance required under this Agreement has been obtained and filed with and approved by the City. The Towing Company shall furnish evidence of all required insurance in the form of certificates of insurance which shall clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates, and shall contain the following language as to cancellation:

ATTACHMENT

- c) In the event of cancellation of this policy by the insurer or any insured, this company shall give not less than thirty (30) days advance written notice to:

City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

- d) If requested by the City, the Towing Company will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City. The Towing Company shall file replacement certificates thirty (30) days prior to expiration or termination of the required insurance occurring prior to the expiration of this Agreement. In the even such insurance shall lapse, the City expressly reserves the right to renew the insurance at the Towing Company's expense.

21. RECORDS, BOOKS, AND PAYMENT

The City reserves the right, during normal business hours, to inspect and audit the Towing Company records pertaining to service provided under this Agreement. All records must be maintained at one central location as provided hereinafter. Additionally, the monthly sum payable to the City by the Towing Company will be submitted to the office of the City Finance Director on the first day of each month for the duration of this contract, along with information contained in subparagraph (b) below. The Towing Company shall maintain for one (1) year following the towing of any vehicle towed under authority of the Police Department the following records of such tow:

- a) Where the vehicle was towed from; the date towed; the driver who towed the vehicle; where it was towed to; a complete description of the vehicle; the name and address of the registered owner; the disposition of the vehicle; the date the vehicle was released or disposed of; and all correspondence sent or received concerning said vehicle.
- b) The Towing Company shall be required to submit a list of all vehicles towed under authority of the Police Department by the seventh (7th) day of each month for the previous month services, describing each vehicle by Make, Year, Model, VIN, Tag Number, Towing/Storage charges, invoice of the towed vehicle, method of payment by vehicle owner, vehicle owner name, address, and telephone number for auditing purposes.

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- c) The Towing Company shall be required to pay a 15% late payment penalty for any required monthly payment received after the close of business on the 15th day of each month for the duration of this contract.

22. RIGHT TO CANCEL SERVICE CALL

The City shall have the right to cancel a request for Towing Company services until the time the wrecker arrives on the scene, and there shall be no charge to the City or the vehicle operator/owner. When a wrecker is to be canceled, it must be canceled over the police radio prior to the wrecker's arrival on the scene. The term "arrives on the scene" is construed to mean that the responding wrecker has arrived within the close physical proximity of the vehicle to be towed and the wrecker has stopped in preparation to perform the towing service.

23. COMPLIANCE WITH LAWS

The Towing Company agrees to and shall comply with all applicable provision of the Florida Statutes, including Section 316.530, and all applicable City ordinances.

24. CASH BOND

Prior to the effective commencement date of this Agreement, the Towing Company shall deliver cash or check in the amount of 1/33rd of the total contract to be placed with the City upon award of the contract in the event:

- a) The Towing Company fails to provide wrecker service required by this Agreement, for the purpose of defraying costs incurred by the City in making adequate arrangements for the removal of vehicles.
 - b) The Towing Company breaches the terms of this Agreement and it is terminated by the City as provided in Section 24 entitled BREACH OF AGREEMENT, for the purpose of defraying the cost of re-bidding this Agreement.
- 25. RIGHTS AT LAW RETAINED.** The rights and remedies of the CITY, provided for under this agreement, are in addition and supplemental to any other rights and remedies provided by law.
- 26. MODIFICATIONS TO AGREEMENT.** The Agreement and any exhibits amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

27. BREACH OF AGREEMENT

- a) The City may, by written notice to the Towing Company, terminate this Agreement in whole or in part, at any time, either for the City's convenience or because of the failure of the Towing Company to fulfill its Agreement obligations. Upon receipt of such notice, Towing Company shall immediately discontinue all services affected, unless the

ATTACHMENT

notice directs otherwise, and deliver to the City all data, drawings, specifications, reports, estimates, summaries and any and all such other information and materials of whatever type or nature as may have been accumulated by the Towing Company in performing this Agreement, whether completed or in process.

- b) If the termination is for the convenience of the City, Towing Company shall be paid compensation for services performed to the date of termination.
- c) If the termination is due to the failure of Towing Company to fulfill its Agreement obligations, City may take over the work and prosecute the same to completion by other agreements or otherwise. In such case, Towing Company shall be liable to City for all reasonable additional costs occasioned to the City thereby. Towing Company shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the Towing Company; provided, however, that Towing Company shall be responsible and liable for the actions of its subcontractors, agents, employees, persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of City in 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 any fault or negligence of the Towing Company.
- d) If after notice of termination for failure to fulfill its agreement obligations it is determined that Towing Company had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of City. In such event, adjustment in the Agreement price shall be made as provided for in subsection (b) of this Section.
- e) The rights and remedies of City provided in this section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.
- f) It shall be the right of the City Manager and any officials of the City which he may designate to observe closely the wrecker service operations and if, in the opinion of the City Manager, there has been a breach of contract, the City Manager shall so notify the Towing Company, in writing, specifying the manner in which there has been a breach of contract. If, within a period of seven (7) days, the Towing Company has not eliminated the condition considered to be a breach of contract to the satisfaction of the City Manager, the City Manager may make a recommendation to the City Commission that the agreement be terminated. The termination shall be placed on the agenda of a City Commission meeting and the Towing Company shall be given notice of the agenda item. If the City Commission finds that the Towing Company breached the Agreement, the City Commission may declare the Agreement terminated immediately and the cash bond forfeited.
- g) In addition to terminating this Agreement, the City may recover from the cash bond all administrative costs as provided by Section 23 of this Agreement.
- h) The City may, if it so elects pursue any other remedies provided by law for breach

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of this Agreement or any of its terms, covenants, conditions, or stipulations. No

right or remedy herein conferred upon or reserved to the City or Towing Company is intended to be exclusive of any other right or remedy, and each and every right and remedy given hereunder, or now or hereafter existing at law or at equity or by statute.

28. MISLEADING, DISHONEST AND ILLEGAL PRACTICES

The Towing Company warrants that it has not and will not engage in any misleading, dishonest, or illegal practices with regard to the operation of its business operations, including but not limited to vehicles towed pursuant to this Agreement, or any other agreement with the City, and shall charge owners of vehicles towed pursuant to this Agreement only those amounts permitted under this Agreement for those services covered by this Agreement. In the event that an overcharge or other violation covered by this paragraph is reported to the City, the City shall promptly notify the Towing Company of the alleged violation. If a satisfactory explanation is not received by the City within twenty-four (24) hours from the Towing Company, or the violation is not otherwise remedied and assurances given that similar violations will not occur in the future, within the twenty-four (24) hour period the violation may be reported to the City Commission for cancellation of this Agreement or other appropriate action as provided by Section 24 herein.

29. Public Records Law:

IF THE TOWING CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

The Towing Contractor shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Towing Company does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Towing Contractor or keep and maintain public records required by the City to perform the service. If the Towing Contractor transfers all public records to the City upon completion of the contract, the Towing Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Towing Contractor keeps and maintains public records upon completion

ATTACHMENT

of the contract, the Towing Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

30. MISCELLANEOUS

- a) The descriptive headings appearing in this Agreement are for convenience only and are not to be construed either as a part of the terms and conditions hereof or as any interpretation thereof.
- b) The bid documents and specifications, attached hereto, are made a part of this Agreement.
- c) It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship of co- partner or joint ventures between the parties hereto or as constituting the Towing Company as agent or representative of the City for any purpose or in any manner whatsoever.
- d) The Towing Company shall not assign this Agreement and its rights hereunder, in whole or in part, except with the prior written consent of the City.
- e) This Agreement shall be governed by the laws of the State of Florida.
- f) Venue for any legal proceedings regarding this Agreement shall be in Volusia County, Florida.
- g) In the event either party is required to file suit to enforce this Agreement, the prevailing party shall be reimbursed reasonable attorneys' fees and costs.

The undersigned parties, being fully advised of the above terms and conditions, do hereby freely and voluntarily execute this Renewal.

City of Holly Hill, Florida

By: _____

Title: _____

Date: _____

Attest:

Valerie Manning, City Clerk

Wrecker Service:

By: Fuel Pumped

Title: VP

Date: 11-10-20

Attachment: Universal Towing submission 2020-PD-02 (3138 : Towing Service Contract)

**CITY OF HOLLY HILL, FLORIDA
REQUEST FOR BIDS
TOWING COMPANY AGREEMENT
BID NUMBER 2020-PD-02**

BID RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

City Clerk, City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that is in the form of this Request for Bid (BID) and to provide all services, as specified or indicated in the BID Documents, in full accordance with the terms and conditions set forth therein.

SUBMITTER accepts all of the terms and conditions of the Bid Conditions, and the Wrecker Service Agreement. SUBMITTER will sign the Contract and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the BID Documents and of the following Addenda:

Addendum Date

Addendum Number

2020-PD-02

Receipt of all of which is hereby acknowledged.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

Attachment: Universal Towing submission 2020-PD-02 (3138 : Towing Service Contract)

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Universal Towing Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: City - 21-00024415

ADDRESS: 542 LPGA Blvd.

Holly Hill, FL 32117

PHONE NO.: 386-255-0203 FAX NO.: 386-255-4045

BIDDER'S NAME: Fred Campagnuolo
(Typed or Printed in Ink)

TITLE: VP

AUTHORIZED SIGNATURE: I, Fred Campagnuolo hereby
(Original signature required in each document)

declare that I have read and fully understand the BID Documents, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

Our Thirty-three (33) month Bid is \$_____.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PLEASE ENSURE THAT YOU HAVE SIGNED THE BID RESPONSE FORM OF THIS REQUEST FOR BID. OMISSION OF A SIGNATURE ON THAT PAGE WILL RESULT IN REJECTION OF YOUR BID.

Attachment: Universal Towing submission 2020-PD-02 (3138 : Towing Service Contract)

**CITY OF HOLLY HILL, FLORIDA
REQUEST FOR BIDS
TOWING COMPANY AGREEMENT
BID NUMBER 2020-PD-02**

NON-CONFLICT OF INTEREST STATEMENT & LITIGATION STATEMENT

- ☐ To the best of our knowledge, the undersigned Towing Company has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned Towing Company, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.
- ☐ The undersigned Towing Company has had no litigation on any project in the last five (5) years.
- ☐ The undersigned Towing Company, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Universal Towing Inc
COMPANY NAME

Fred Campagnuolo
AUTHORIZED SIGNATURE

Fred Campagnuolo
NAME (PRINT OR TYPE)

VP
TITLE

11-10-20
DATE

Attachment: Universal Towing submission 2020-PD-02 (3138 : Towing Service Contract)

Summary of Litigation Case

A suit was filed claiming we released car to someone other than the owner of a vehicle. The said vehicle was towed due to Non Consensual tow so therefore explained that the owner does not have to be the one to retrieve the vehicle, it can also be who is in control of the said vehicle.

In return the case was vacated and dismissed.

Filing # [REDACTED] E-Filed 04/16/2020 01:59:30 PM

IN THE COUNTY COURT OF THE
SEVENTH JUDICIAL CIRCUIT IN AND
FOR VOLUSIA COUNTY FLORIDA

CASE NO.: 2020-30784-COCI
DIVISION: 84

PROPERTY & CASUALTY INSURANCE
COMPANY OF HARTFORD
(a/s/o Joy Kluckhohn),
PLAINTIFF,

v

UNIVERSAL TOWING, INC.,
DEFENDANT.

MOTION TO VACATE DEFAULT AND FINAL JUDGMENT

COMES NOW, the Defendant, UNIVERSAL TOWING, INC., by and through its undersigned attorney and files its Motion to Vacate the Judicial Default and Final Judgment entered in this cause and in support thereof would state:

1. The Defendant is a named party to the above styled matter.
2. The instant Statement of Claim was filed with the Court on or about January 28, 2020. The Summons and Notice to Appear for Pretrial Conference and a copy of the Statement of Claim in this matter were served upon this Corporate Defendant on February 10, 2020, by serving the Corporate Registered Agent, Lawrence Spiegel, Esq., of Spiegel & Utera P.A., located at 1840 Coral Way, Miami, Florida. While the Registered Agent did in fact provide "notice" to the Corporate Defendant, it was just discovered that the Registered Agent provided this "notice" to the Defendant via email, despite being previously instructed to NOT do so, as in the past, emails between the Registered Agent and the Defendant have had a significant history of non-delivery. However, despite those previous instructions, the Registered Agent utilized email to provide "notice" to the Defendant. The email from the Registered Agent and hence that "notice" was never received by the Defendant, as was typical of past emails from the Registered Agent to the Corporate Defendant. The Defendant did not become aware of the instant case until a copy of the Final Judgment was received via US Mail the week of April 6, 2020 and this Motion has been filed upon the realization that a Default and a Final Judgment, based on that default had been entered against the Defendant for its

Attachment: Universal Towing submission 2020-PD-02 (3138 : Towing Service Contract)

failure to appear at the pretrial conference on March 3, 2020, a pretrial conference the Defendant did not received notice of and therefore had no knowledge of.

3. Once the Defendant contacted the undersigned, he sent an email to the Plaintiff's attorney regarding this matter, a copy of which is attached as Defendant's Exhibit "A". As of the date of this Motion, no response has been received, no doubt due to the current crisis.

4. It is well settled that Florida public policy favors the setting aside of defaults so that controversies may be decided on the merits, Jeyanandarajan v. Freedman, 863 So.2d 433 (Fla. 4th DCA 2003). Additionally, pursuant to Fla. R. Civ. Proc. 1.540, to vacate a default, the Defendant must show three factors exist, they are: (1) Excusable Neglect. This is found where inaction results from clerical or secretarial error, reasonable misunderstanding, a system gone awry or any other of the foibles to which human nature is heir. Somero v. Hendry Gen. Hosp., 467 So2d 1103 (Fla. 4th DCA 1985). Clearly, the fiasco pertaining to sending "notice" to the Defendant by email that Defendant never received would satisfy this factor. Another factor is (2) A Meritorious Defense. In assessing a Defendant's meritorious defense, "the likelihood of success is not the measure. The Defendant's allegations are meritorious if they contain even a hint of suggestion, which, if proven at trial, would constitute a complete defense. Sobkowski v. Wyeth, 2004 U.S Dist. LEXIS 28726, 2004 WL 3569703 at 3. Generally, a meritorious defense requires more than a general denial of the facts of the complaint. The final factor is (3) Due Diligence In the instant matter the undersigned first became aware that a Final Judgment was on or about April 6, 2020 and the instant Motion was drafted after there was no response to an email sent to the Plaintiff by the undersigned and filed within days and was only held up due to the current crisis that has everyone staying indoors and the Courts essentially closed for all types of cases other than "mission critical" matters

5. The Defendant in the instant case has a meritorious defense to the allegations of the Plaintiff, in that it has a general denial of the allegations contained in the Statement of Claim. No "answer" or other type of responsive pleading is necessary in Small Claims matters, therefore, the fact that the Defendant offers its general denial would serve to satisfy that particular factor.

6. Again, it is well settled that Courts desire cases be determined on their merits and not on technicalities and as such, Courts greatly prefer vacating defaults, especially in matters where the default will result in horrific or substantial loss to the Respondent/Defendant and that is exactly what would occur here, if the default and subsequent Final Judgment based upon that Default is not vacated.

7. There would be no prejudice to the Petitioner if the default is vacated as the case is still pending and the matter can and should be decided on its merits.

WHEREFORE, this Defendant respectfully requests the Default and Final Judgment in this matter be vacated as a result of excusable neglect and that the matter be reset for another pretrial conference and possible mediation.

I HEREBY CERTIFY that a copy of the foregoing has been furnished by efileing through the Florida Courts Portal this 16th day of April, 2020, to Kristen E. Taylor, Esq., (Kristen.taylor@thehartford.com) the Law Offices of Jason L. Weissman, 4000 Hollywood Boulevard, Ste. 501-S, Hollywood, FL 33021



Bruce Johns
737 South Ridgewood Avenue, Ste. 120
Daytona Beach, FL 32114
(386) 256-2586
(386) 256-2588 (FAX)
E-Mail: Daytonabdj@aol.com
Fla Bar No.: 742813
Attorney for UNIVERSAL TOWING, INC

Attachment: Universal Towing submission 2020-PD-02 (3138 : Towing Service Contract)

**CITY OF HOLLY HILL, FLORIDA
REQUEST FOR BIDS
TOWING COMPANY AGREEMENT
BID NUMBER 2020-PD-02**

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 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' 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 violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid 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 bid, the employee will abide 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) calendar days after such conviction.
- 5) Impose sanctions 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.

Universal Towing Inc
 Company Name
 Fred Campagnuolo
 Authorized Signature
 Fred Campagnuolo
 Print Name
 VP
 Title

Attachment: Universal Towing submission 2020-PD-02 (3138 : Towing Service Contract)



BUSINESS TAX RECEIPT

City of Holly Hill

1065 Ridgewood Ave

Holly Hill, FL 32117

386-248-9442 www.hollyhillfl.org

EXPIRATION DATE: September 30, 2021

ISSUED TO: UNIVERSAL TOWING INC
542 LPG A BOULEVARD

HOLLY HILL FL 32117-2627

LICENSE YEAR: 10/20-09/21

LICENSE NUMBER: 21-00024415

FEE: \$294.60

DATE: July 29, 2020

COMMENTS: 10 WRECKERS

BUSINESS LOCATION: 542 LPG A BLVD

BUSINESS OWNER: CAMPAGNUOLO, FRED

VALID PROVIDING ALL STATE CERTIFICATION/REGISTRATION REQUIREMENTS ARE MET.

BUSINESS CLASSIFICATION

CODE	DESCRIPTION	AMOUNT PAID
14870	AUTO: WRECKER/TOWING - FIRST VEHICLE	66.15
00100	FIRE INSPECTION	30.00000 X 1.00 = 30.00
14875	AUTO:WRECKER EA ADDL VEH	22.05000 X 9.00 = 198.45
	F L O R I D A	

- THIS DOCUMENT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS, PENALTY FOR FAILURE TO DO SO.
- TAX RECEIPT DOES NOT GUARANTEE JOB AND/OR WORK PERFORMANCE.
- BUSINESS MUST COMPLY WITH CITY ORDINANCES.

Attachment: Universal Towing submission 2020-PD-02 (3138 : Towing Service Contract)



BUSINESS TAX RECEIPT

City of Holly Hill

1065 Ridgewood Ave

Holly Hill, FL 32117

386-248-9442 www.hollyhillfl.org

EXPIRATION DATE: September 30, 2021

ISSUED TO: UNIVERSAL TOWING INC
542 LPGA BOULEVARD

HOLLY HILL FL 32117-2627

LICENSE YEAR: 10/20-09/21
LICENSE NUMBER: 21-00024513

DATE: July 29, 2020

FEE: \$220.50

COMMENTS:

BUSINESS LOCATION: 542 LPGA BLVD

BUSINESS OWNER: CAMPAGNUOLO, FRED

VALID PROVIDING ALL STATE CERTIFICATION/REGISTRATION REQUIREMENTS ARE MET.

BUSINESS CLASSIFICATION

CODE	DESCRIPTION	AMOUNT PAID
14823	AUTO: DISMANTLE AND SALVAGE YARD	220.50

- THIS DOCUMENT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS, PENALTY FOR FAILURE TO DO SO.
- TAX RECEIPT DOES NOT GUARANTEE JOB AND/OR WORK PERFORMANCE.
- BUSINESS MUST COMPLY WITH CITY ORDINANCES.

Attachment: Universal Towing submission 2020-PD-02 (3138 : Towing Service Contract)

2020/ 2021

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



Account # 200102050019 Expires: September 30, 2021
Business Location: 542 LPGA BLVD

Business Name: UNIVERSAL TOWING INC
Owner Name: UNIVERSAL TOWING INC
Mailing Address: 542 LPGA BLVD
HOLLY HILL, FL 32117

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Business Service		471	7	\$54.00
Hazardous Waste Fee		820		\$39.00

- 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**

Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - (386) 736-5938

DATE PAID: 08/14/2020
RECEIPT #: WWW-19-0041829
TOTAL TAX: 93.00
PENALTY: 0.00
TOTAL PAID: 93.00



Business Name: UNIVERSAL TOWING INC
Owner Name: UNIVERSAL TOWING INC
Mailing Address: 542 LPGA BLVD
HOLLY HILL, FL 32117

Account # 200102050019 Expires: September 30, 2021
Business Location: 542 LPGA BLVD

2020/2021

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



Account # 200805070002 Expires: September 30, 2021
Business Location: 830 COMMONWEALTH BLVD UNIT C

Business Name: UNIVERSAL TOWING, INC.
Owner Name: FRED CAMPAGNUOLO
Mailing Address: 542 LPGA BLVD
HOLLY HILL, FL 32117

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Business Service		471	2	\$22.00
Hazardous Waste Fee		820		\$39.00

- 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**

Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - (386) 736-5938

DATE PAID: 08/14/2020
RECEIPT #: WWW-19-0041829
TOTAL TAX: 61.00
PENALTY: 0.00
TOTAL PAID: 61.00



Business Name: UNIVERSAL TOWING, INC.
Owner Name: FRED CAMPAGNUOLO
Mailing Address: 542 LPGA BLVD
HOLLY HILL, FL 32117



Account # 200805070002 Expires: September 30, 2021
Business Location: 830 COMMONWEALTH BLVD UNIT C

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS

Universal Towing Inc.
542 LPGA Blvd
Holly Hill, FL 32117
Ofc- (386)255-0203
Email: universaltowingdaytona@gmail.com



Whom it may concern:

We at Universal Towing Inc are independent of The City of Holly Hill or any agencies of the City.

We have successfully been in business in the City of Holly Hill for over 21 years and are a member of the Holly Hill Chamber of Commerce.

We look forward to many more years of service and serving the community of Holly Hill.

Sincerely,

Fred Campagnuolo - VP

Universal Towing Inc.

542 LPGA Blvd

Holly Hill, FL 32117

Ofc- (386)255-0203

Email: universaltowingdaytona@gmail.com



To whom it may concern:

Universal Towing Inc. has successfully been in the towing & recovery business for over 20 years. We have a fleet of over 25 trucks to accommodate our customer's needs. We currently have over 20 employees and we pride ourselves on providing our community, customer's and the Law Enforcement Agencies we serve fast, professional and courteous service. Our office and storage facility are located in the wonderful city of Holly Hill at 542 LPGA Blvd, Holly Hill, FL 32117.

We look forward to many more years of service to our community, and look forward to serving the City of Holly Hill in a greater capacity.

Thank you for the opportunity and consideration for this RFP and your time and service to the community and residents of Holly Hill.

Sincerely,

Fred Campagnuolo – VP

Universal Towing Inc.

542 LPGA Blvd

Holly Hill, FL 32117

Ofc- (386)255-0203

Email: universaltowingdaytona@gmail.com



To whom it may concern:

Universal Towing Inc and all it's assigned staff are licensed to tow with and in the State of Florida. We tow for Florida Highway Patrol and many other state entities and are fully licensed and insured.

Sincerely,

Fred Campagnuolo - VP

Attachment: Universal Towing submission 2020-PD-02 (3138 : Towing Service Contract)

Universal Towing Inc.

542 LPGA Blvd

Holly Hill, FL 32117

Ofc- (386)255-0203

Email: universaltowingdaytona@gmail.com



To whom it may concern:

Universal Towing Inc, owners, officers, and employees of the company have no professional, financial or any other contractual or personal relationships that would pose a conflict of interest with the City of Holly Hill or the contract sought after.

Sincerely,

Fred Campagnuolo – VP



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/14/2020

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		CONTACT NAME: Tracy Miller	
Brown & Brown of Florida, Inc.		PHONE (A/C, No, Ext): (386) 252-9601	FAX (A/C, No): (386) 239-5729
220 South Ridgewood Avenue		E-MAIL ADDRESS: tmiller@bbdaytona.com	
Daytona Beach FL 32114		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Amguard Insurance Company	
		INSURER B: FHM Insurance	
		INSURER C: Evanston Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2020-21 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 ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			K2GP110610	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			K2GP110610	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
C	UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			MPXS3001254	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
3	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC30601216092020A	07/01/2020	07/01/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
4	Garage Keepers On hook/ Cargo			K2GP110610	07/01/2020	07/01/2021	Garage Keepers 100,000/250,000 On Hook/ Cargo 100,000/250,000

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

OR INFORMATION

CERTIFICATE HOLDER

UNIVERSAL TOWING INC
542 LPG A BLVD

HOLLY HILL

FL 32117

CANCELLATION

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

Mark Christopher

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Brown & Brown of Florida, Inc.		NAMED INSURED UNIVERSAL TOWING, INC.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

***ON HOOK/CARGO LIMITS:**

1. 1987 KENWORTH TRUCK VIN 1XKAD29X9HJ344215 \$250,000
2. 2007 FORD TRUCK VIN 1FDXF46P97EB23622 \$100,000
3. 2014 KENWORTH TRUCK VIN 2NKHMM5H5EM394086 \$100,000
4. 2007 HINO TRUCK VIN 5PVNV8JV072S50322 \$100,000
5. 2014 FREIGHTLINER TRUCK VIN 1FVACWDT7EHFL2509 \$100,000
6. 2007 PETERBILT TRUCK VIN 1XPFD80X07D679387 \$250,000
7. 2015 FORD TRUCK VIN 1FDUF4GTXFEC05291 \$100,000
8. 2013 INTERNATIONAL TRUCK VIN 1HTGRSJT8DJ163118 \$100,000
9. 2009 FREIGHTLINER/CASCADIA TRUCK-TRACTOR VIN 1FUJGLDR09LAK1058 \$250,000
0. 2017 FORD TRUCK VIN 1FD0X5HT3HC23229 \$100,000
1. 2014 FREIGHTLINER TRUCK VIN 1FVACWDT3EHFL2510 \$100,000
2. 2016 HINO TRUCK VIN 5PVNJ8JN9G4S52280 \$100,000
3. 2006 FORD TRUCK VIN 1FADF57PX6ED52223 \$100,000
4. 2012 HINO TRUCK VIN 5PVNE8JN1C4S50134 \$100,000
5. 2015 HINO TRUCK VIN 5PVNJ8JP6F4S51362 \$100,000
6. 2006 FREIGHTLINER TRUCK VIN 1FUJA6CV06PW66568 \$100,000

Attachment: Universal Towing submission 2020-PD-02 (3138 : Towing Service Contract)



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 08/14/2020

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 Brown & Brown of Florida, Inc. 220 South Ridgewood Avenue Daytona Beach FL 32114	CONTACT NAME: Tracy Miller PHONE (A/C, No, Ext): (386) 252-9601 FAX (A/C, No): (386) 239-5729 E-MAIL: tmiller@bbdaytona.com ADDRESS:																					
INSURED UNIVERSAL TOWING, INC. 542 LPG BLVD HOLLY HILL FL 32117	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Amguard Insurance Company</td> <td>03588</td> </tr> <tr> <td>INSURER B:</td> <td>FHM Insurance</td> <td>10699</td> </tr> <tr> <td>INSURER C:</td> <td>Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Amguard Insurance Company	03588	INSURER B:	FHM Insurance	10699	INSURER C:	Evanston Insurance Company	35378	INSURER D:			INSURER E:			INSURER F:		
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COVERAGES
CERTIFICATE NUMBER: 2020-21

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.

INSURER	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			K2GP110610	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			K2GP110610	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
	UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$			MPXS3001254	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC30601216092020A	07/01/2020	07/01/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Garage Keepers On hook/ Cargo			K2GP110610	07/01/2020	07/01/2021	Garage Keepers 100,000/250,000 On Hook/ Cargo 100,000/250,000

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 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



AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENT Brown & Brown of Florida, Inc.		NAMED INSURED UNIVERSAL TOWING, INC.
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

ON HOOK/CARGO LIMITS:

- 1. 1987 KENWORTH TRUCK VIN 1XKAD29X9HJ344215 \$250,000
- 2. 2007 FORD TRUCK VIN 1FDXF46P97EB23622 \$100,000
- 3. 2014 KENWORTH TRUCK VIN 2NKHMM5H5EM394086 \$100,000
- 4. 2007 HINO TRUCK VIN 5PVNV8JV072S50322 \$100,000
- 5. 2014 FREIGHTLINER TRUCK VIN 1FVACWDT7EHFL2509 \$100,000
- 6. 2007 PETERBILT TRUCK VIN 1XPFD80X07D679387 \$250,000
- 7. 2015 FORD TRUCK VIN 1FDUF4GTXFEC05291 \$100,000
- 8. 2013 INTERNATIONAL TRUCK VIN 1HTGRSJT8DJ163118 \$100,000
- 9. 2009 FREIGHTLINER/CASCADIA TRUCK-TRACTOR VIN 1FUJGLDR09LAK1058 \$250,000
- 10. 2017 FORD TRUCK VIN 1FD0X5HT3HC23229 \$100,000
- 11. 2014 FREIGHTLINER TRUCK VIN 1FVACWDT3EHFL2510 \$100,000
- 12. 2016 HINO TRUCK VIN 5PVNJ8JN9G4S52280 \$100,000
- 13. 2006 FORD TRUCK 1FDAF57PX6ED52223 \$100,000
- 14. 2012 HINO TRUCK VIN 5PVNE8JN1C4S50134 \$100,000
- 15. 2015 HINO TRUCK VIN 5PVNJ8JP6F4S51362 \$100,000
- 16. 2006 FREIGHTLINER TRUCK VIN 1FUJA6CV06PW66568 \$100,000

Attachment: Universal Towing submission 2020-PD-02 (3138 : Towing Service Contract)

**ADDENDUM NUMBER 1
RFP 2020-PD-02
TOWING SERVICES
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 2020-PD-02** for the above request for **TOWING SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

Q1. What are the numbers from the previous towing contract?

A1. Previous contract information is shown on the original request for proposals on page 9, Section II-Nature of Services Required, item B. Scope of work to be performed. The total annual wrecker fees paid to the City for the same period was \$16,864.92.

Q2. 1) I guess what I would like to know is how is the contract going to be awarded to the towing vendor is it the most qualified or to who pays the city the most ? **The bid will be evaluated based on the published Bid Evaluation Section V (pages 11 through 13) of the Request for proposal.**

2) I would like to know how the city is intending to issue this contract is to a single vendor and what is the criteria that the city will be using to choose a successful vendor ? **As stated in the previous answer The bid will be evaluated based on the published Bid Evaluation Section V (pages 11 through 13) of the Request for proposal.**

3) I guess the next question I would have for the city would be how does the city of Holly Hill intend to comply with HB133 with this wrecker service agreement ? **The City has reviewed HB133 and determined it has no impact on the Request for Proposal.**


Signature acknowledges receipt and understanding of this addendum.

Fred Campagnuolo / VP
Name/Title

11-10-20
Date

FRYER'S TOWING SERVICE

A Landau Enterprise Inc. Company

722 North Segrave St. ~ Daytona Beach, Florida 32114
 Phone 386-255-0481 ~ Fax 386-255-7135 ~ Email info@fryerstowing.com
 Insured and Accountable Certified Operators at your Service
Serving Volusia County Since "1927"

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- 2) Title Page
- 3) Cover Page Bid Letter
- 4) Technical Bid General Requirements
- 5) Business Tax Receipt
 Volusia County
 Daytona Beach
- 6) Conflict of Interest
- 7) Non Conflict Statement
- 8) Experience
- 9) Litigation Page
- 10) Bidder Response Form
- 11) Addendum Page
- 12) Drug Free Work Place
- 13) Insurance Forms
 Liability
 Workers Compensation and Employee Liability
- 14) Proposer Acknowledgement Form
- 15) Bid Response Form

Attachment: Fryer's submission HHPD Bid # 2020-PD-02 (3138 : Towing Service Contract)

FRYER'S TOWING SERVICE

A Landau Enterprise Inc. Company

722 North Segrave St. ~ Daytona Beach, Florida 32114
Phone 386-255-0481 ~ Fax 386-255-7135 ~ Email info@fryerstowing.com
Insured and Accountable Certified Operators at your Service
Serving Volusia County Since "1927"

Title Page

Bid Title: Towing Company Agreement

Bid Number: 2020-PD-02

Bid Due Date: November 11, 2020 at 2:00 pm

Bid Opening Location: City of Holly Hill, Commission Chambers
1065 Ridgewood Avenue, Holly Hill, Florida 32117

Towing Company: Landau Enterprises Inc. dba Fryer's Towing Service

Contact: Darcie Podgorski
722 N Segrave St
Daytona Beach, FL 32114
386-255-0481 x 111
darcie@fryerstowing.com

Attachment: Fryer's submission HHPD Bid # 2020-PD-02 (3138 : Towing Service Contract)

FRYER'S TOWING SERVICE

5.5.d

A Landau Enterprises Inc. Company

722 North Segrave St. ~ Daytona Beach, Florida 32114
Phone 386-255-0481 ~ Fax 386-255-7135 ~ Email contracts@fryerstowing.com
Insured and Accountable Certified Operators at your Service
Serving Volusia County Since "1927"

City of Holly Hill
Office of the City Clerk
10655 Ridgewood Ave.
Holly Hill, Florida 32117-2898

November 11, 2020

Attn: Valarie Mannining (City Clerk)

Dear Mrs. Manning;

Fryer's Towing Service is a name known in the towing industry, as a pioneer of the industry being one of the oldest registered towing companies in the country. Fryer's has had the privilege of providing service in Volusia County and the Daytona Beach area for some (93) ninety three years

Fryer's Towing Service is located within the city limits of Daytona Beach Florida at 722 North Segrave Street. This State of the art storage facility is situated on approximately 1.25 acres completely landscaped and fenced. The storage facility is lighted and monitored by video surveillance for the added protection of stored vehicles. The parking area is a concrete surface for the protection of the environment, from leaking oil and fluids from stored vehicles. Our storage facility meets the requirements set forth by the Homeland Security Act. The storage yard is capable of storing in excess of (250) two hundred fifty vehicles in its outside compound. Its inside facility is located in a fifty by one hundred foot block building capable of storing in excess of (14) fourteen automobiles, or Motor homes, Semi Tractors, Trailers and Boats up to 48 feet long. The inside facility is equipped with some of the most modern automotive equipment, which is available for the use in the criminal investigation of towed or seized vehicles. The storage bays have their own alarm system and video camera for the added protection and the safe keeping of vehicles being held for the purpose of evidence, or security reasons.

The above mentioned storage facility, building offices and rest rooms meet all State and Federal Handicapped accessibility mandates, for the use by the physically challenged.

Fryer's Towing Service is a family run business that operates as a registered Florida corporation under the name of Landau Enterprises Inc.

Fryer's Towing Service has a staff of (12) twelve highly trained employee's. Fryer's drivers are certified through PWOFF wrecker certification for the class of trucks they operate. Our driver receives thorough ongoing training to familiarize them with the newest, safest and most efficient techniques the industry has to offer.

Fryer's Towing Service is also proud to have **one of the first Level 3 certified recovery operators in the state of Florida**, and one of the first thirteen in the nation. The rigid standards and testing is governed by the Towing and Recovery Association of America and the Department of Transportation / Federal Highway Administration.

Fryer's Employees are subjected to stringent criminal background checks, for the high security purpose of our Governmental accounts. These background checks meet the requirements set forth in the Jennifer Lunsford act of Sept. 2005.

Fryer's Towing Service maintains a fleet of 15 pieces of equipment, with a vast array of recovery vehicles second to none. All recovery vehicles meet and exceed the specifications set forth by the state of Florida, and the Department of Transportation Motor carrier compliance division.

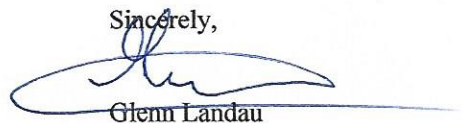
Fryer's Towing Service employee Glenn Landau is a 2019 Hall of Fame Inductee into the Towing and Recovery Hall of Fame in Chattanooga Tennessee

Fryer's Towing Service is a Drug free company monitored by First Advantage Corporation.

Fryer's Towing Service monitors its trucks with Real-Time GPS tracking for true accountability of arrival times, labor and mileage charges.

Fryer's Towing Service maintains one million dollars in Liability Insurance and Florida Workers Compensation Insurance in the name of Fryer's Towing Service as the named insured.

Sincerely,



Glenn Landau

Attachment: Fryer's submission HHPD Bid # 2020-PD-02 (3138 : Towing Service Contract)

FRYER'S TOWING SERVICE

A Landau Enterprise Inc. Company

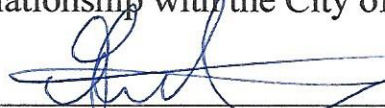
722 North Segrave St. ~ Daytona Beach, Florida 32114
 Phone 386-255-0481 ~ Fax 386-255-7135 ~ Email info@fryerstowing.com
 Insured and Accountable Certified Operators at your Service
Serving Volusia County Since "1927"

Technical Bid General Requirements

1. Independence

Fryer's Towing Service is a subsidiary of Landau Enterprise's Inc. a Florida type C Corporation with no affiliation or relationship with the City of Holly Hill or any of its employee's

X


 Glenn D Landau

2. See Attached Volusia County and City of Daytona Business Tax receipt's

3. Conflict of Interest: See Attached form "Conflict of Interest"

4. Towing Company Qualifications and Experience:

- a. Fryer's Towing Service mid size towing company operating out of 722 N Segrave St. Daytona Beach Florida
 Experience: See Attached form "Experience"
- b. This is not a consortium or joint adventure Fryer's Towing Service will be the sole provider
- c. Litigation: See Attached for "Litigation"

Attachment: Fryer's submission HHPD Bid # 2020-PD-02 (3138 : Towing Service Contract)

2020/2021

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

Account # 198501270085 Expires: September 30, 2021
Business Location: 722 N SEGRAVE ST



Business Name: FRYERS TOWING SERVICE
Owner Name: LANDAU ENTERPRISES INC
Mailing Address: 722 N SEGRAVE ST
DAYTONA BEACH, FL 32114

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Business Service		471	5	\$22.00
Hazardous Waste Fee		820		\$39.00

- 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**

Attachment: Fryer's submission HHPD Bid # 2020-PD-02 (3138 : Towing Service Contract)



THE CITY OF DAYTONA BEACH

LOCAL BUSINESS TAX RECEIPT # BT-57930

THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

5.5.d

DEVELOPMENT SERVICES DEPARTMENT
PERMIT & LICENSING DIVISION
Phone: 386-671-8140

BUSINESS NAME: FRYER'S TOWING
LOCATION: 722 N SEGRAVE ST
BUSINESS TYPE: VEHICLE WRECKER

BT-57930	BUS. LIC. NO.
57930	ACCOUNT NO.
09/30/2020	VALID FROM
09/30/2021	VALID TO
09/01/2020	DATE PAID
75.00	ANNUAL FEES

<u>Fee Code</u>	<u>Description</u>
2010	VEHICLE WRECKER

MAIL TO:

FRYER'S TOWING
722 N SEGRAVE ST
DAYTONA BEACH FL 32114

2021

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION
THE CITY DOES NOT CERTIFY OR IMPLY COMPETENCE OF BUSINESS.

LOCAL BUSINESS
TAX RECEIPT

Attachment: Fryer's submission HHPD Bid # 2020-PD-02 (3138 : Towing Service Contract)

FRYER'S TOWING SERVICE

A Landau Enterprise Company

722 North Segrave St. ~ Daytona Beach, Florida 32114
Phone 386-255-0481 ~ Fax 386-255-7135 ~ Email glenn@fryerstowing.com
Insured and Accountable Certified Operators at your Service
Serving Volusia County Since "1927"
Federal ID # 59-2806863

Conflict of Interest

The book-keeping firm for Landau Enterprises Inc. and its employee's is the wife of the police chief Steve Aldrich of Holly Hill police department **"NOT A CONFLICT"** see attached e-mail from Holly Hill City manager Joe Forte also see e-mail response from Attorney General Pam Bondie in city files at the request of Steve Aldrich back in 2015 at the request of City Manager

Chief Aldrich **"NOT A CONFLICT"** No officer or employee of Landau Enterprises has spoken to him since February 2015 by direction of its legal team

**CITY OF HOLLY HILL, FLORIDA
REQUEST FOR BIDS
TOWING COMPANY AGREEMENT
BID NUMBER 2020-PD-02**

NON-CONFLICT OF INTEREST STATEMENT & LITIGATION STATEMENT

- ☐ To the best of our knowledge, the undersigned Towing Company has no potential conflicts of interest due to any other clients or contracts for this project.
- ☒ The undersigned Towing Company, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.
- ☐ The undersigned Towing Company has had no litigation on any project in the last five (5) years.
- ☒ The undersigned Towing Company, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Landau Enterprises Inc. dba Fryer's Towing Ser
COMPANY NAME


AUTHORIZED SIGNATURE

Glenn Landau
NAME (PRINT OR TYPE)

Secretary of Treasury
TITLE

11-11-2020
DATE

Attachment: Fryer's submission HHPD Bid # 2020-PD-02 (3138 : Towing Service Contract)

FRYER'S TOWING SERVICE

A Landau Enterprise Company

722 North Segrave St. ~ Daytona Beach, Florida 32114
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 Insured and Accountable Certified Operators at your Service
Serving Volusia County Since "1927"
 Federal ID # 59-2806863

Non-Conflict of Interest Statement & Litigation Statement

The book-keeping firm for Landau Enterprises Inc. and its employee's is the wife of the police chief Steve Aldrich of Holly Hill, FL "**NOT A CONFLICT**" see attached e-mail from Holly Hill City manager Joe Forte also see e-mail response from Attorney General Pam Bondie in city files at the request of Steve Aldrich back in 2015 at the request of City Manager

Chief Aldrich "**NOT A CONFLICT**" No officer or employee of Landau Enterprises has spoken to him since February 2015

Pending or Previous Litigation over last 5 yrs

2019-31736 CICI	Court: Volusia County Tesla Inc. FL v Landau Enterprises Inc dba fryer's Towing Service Defendant Status Pending/Open
2019-30290 CICI	Court: Volusia County Glenn Landau et al v City of Daytona Beach et al Party Plaintiff Status Administrative Closed Removed to US District Court 3-14-2019
6-19-CV-495-ORL-41-LRH	Court: United States District Court Middle District of Florida Orlando Division Landau Glenn v The City of Daytona Beach, et al Party Plaintiff Status Pending/Open
2015-300732 CFDB	Court: Volusia County State of Florida v Glenn Landau Defendant Status Closed with JOA (Judgment of Acquittal)

FRYER'S TOWING SERVICE

A Landau Enterprise Inc. Company

722 North Segrave St. ~ Daytona Beach, Florida 32114
Phone 386-255-0481 ~ Fax 386-255-7135 ~ Email info@fryerstowing.com
Insured and Accountable Certified Operators at your Service
Serving Volusia County Since "1927"

Previous and Experience

- | | |
|---------------------------------|-------------------------------------|
| 1) City of South Daytona | July 1, 2013 – June 30, 2020 |
| 2) City of Holly Hill | February 1, 2013 – January 31, 2016 |
| 3) City of Daytona Beach Shores | April 1, 2020 – Current |
| 4) City of Port Orange | May 10, 2019 – Current |
| 5) County of Volusia | December 8, 2018 – Current |
| 6) Florida Highway Patrol | May 1, 1987 - Current |

FRYER'S TOWING SERVICE

A Landau Enterprise Company

722 North Segrave St. ~ Daytona Beach, Florida 32114
Phone 386-255-0481 ~ Fax 386-255-7135 ~ Email glenn@fryerstowing.com
Insured and Accountable Certified Operators at your Service
Serving Volusia County Since "1927"
Federal ID # 59-2806863

Litigation Page

Pending or Previous Litigation over last 3 yrs

2019-31736 CICI	Court: Volusia County Tesla Inc. FL v Landau Enterprises Inc dba fryer's Towing Service Defendant Status Pending/Open
2019-30290 CICI	Court: Volusia County Glenn Landau et al v City of Daytona Beach et al Party Plaintiff Status Administrative Closed Removed to US District Court 3-14-2019
6-19-CV-495-ORL-41-LRH	Court: United States District Court Middle District of Florida Orlando Division Landau Glenn v The City of Daytona Beach, et al Party Plaintiff Status Pending/Open

**CITY OF HOLLY HILL, FLORIDA
REQUEST FOR BIDS
TOWING COMPANY AGREEMENT
BID NUMBER 2020-PD-02**

BID RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

City Clerk, City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that is in the form of this Request for Bid (BID) and to provide all services, as specified or indicated in the BID Documents, in full accordance with the terms and conditions set forth therein.

SUBMITTER accepts all of the terms and conditions of the Bid Conditions, and the Wrecker Service Agreement. SUBMITTER will sign the Contract and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the BID Documents and of the following Addenda:

Addendum Date

10-29-2020

Addendum Number

1

Receipt of all of which is hereby acknowledged.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

Attachment: Fryer's submission HHPD Bid # 2020-PD-02 (3138 : Towing Service Contract)

**ADDENDUM NUMBER 1
RFP 2020-PD-02
TOWING SERVICES
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 2020-PD-02** for the above request for **TOWING SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

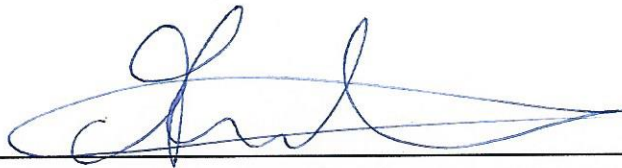
Q1. What are the numbers from the previous towing contract?

A1. Previous contract information is shown on the original request for proposals on page 9, Section II-Nature of Services Required, item B. Scope of work to be performed. The total annual wrecker fees paid to the City for the same period was \$16,864.92.

Q2. 1) I guess what I would like to know is how is the contract going to be awarded to the towing vendor is it the most qualified or to who pays the city the most? The bid will be evaluated based on the published Bid Evaluation Section V (pages 11 through 13) of the Request for proposal.

2) I would like to know how the city is intending to issue this contract is to a single vendor and what is the criteria that the city will be using to choose a successful vendor? As stated in the previous answer The bid will be evaluated based on the published Bid Evaluation Section V (pages 11 through 13) of the Request for proposal.

3) I guess the next question I would have for the city would be how does the city of Holly Hill intend to comply with HB133 with this wrecker service agreement? The City has reviewed HB133 and determined it has no impact on the Request for Proposal.



Signature acknowledges receipt and understanding of this addendum.

Secretary of Treasury

Name/Title

11-11-2020

Date

**CITY OF HOLLY HILL, FLORIDA
REQUEST FOR BIDS
TOWING COMPANY AGREEMENT
BID NUMBER 2020-PD-02**

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 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' 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 violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid 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 bid, the employee will abide 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) calendar days after such conviction.
- 5) Impose sanctions 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.

Landau Enterprises Inc. dba Fryer's Towing S
Company Name
[Signature]
Authorized Signature
Glenn Landau
Print Name
Secretary of Treasury
Title

Attachment: Fryer's submission HHPD Bid # 2020-PD-02 (3138 : Towing Service Contract)



CERTIFICATE OF LIABILITY INSURANCE

DATE 5.5.d
3/31/2020

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 Chase Insurance Agency, Inc 333 N W 70 Ave; #108 Plantation FL 33317		CONTACT NAME: Jean Towles PHONE (A/C, No, Ext): 954-792-4300 E-MAIL ADDRESS: jean@chaseinsurance.net FAX (A/C, No): 954-791-9344		
INSURED Landau Enterprises, Inc. DBA Fryer's Towing Service 722 N Segrave Street Daytona Beach FL 32114-2020		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : First Nat'l Insurance Co		24724
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 488919264

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 TERM 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 ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			25 CC 404571 20	3/31/2020	3/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			25 CC 404571 20	3/31/2020	3/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Personal Injury Prot \$ 10,000
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	On-Hook & Cargo Garagekeepers Legal Liability			25 CC 404571 20	3/31/2020	3/31/2021	1,000 Deductible 100,000 1,000 Deductible 120,000

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 Ave
Holly Hill FL 32117

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

AUTHORIZED REPRESENTATIVE

Rich Chessa

© 1988-2014 ACORD CORPORATION. All rights reserved.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 00 01 A

INFORMATION PAGE

Insurer: Florida Citrus, Business & Industries Fund
Carrier Code: 31259

Renewal of
Policy No: 10648824-2018

1. INSURED: **LANDAU ENTERPRISES, INC.**
FRYER'S TOWING SERVICE

Policy No.: **10648824-2019**

Mailing Address:

722 N. SEAGRAVE AVE.
DAYTONA BEACH, FL 32114

☐ Individual ☐ Partnership
☒ Corporation ☐ _____

Insured's I.D. No(s)
FEIN: 592806863
NCCI Risk ID: 095216404

2. POLICY PERIOD: The policy period is from: **01/29/2020** to **01/29/2021**

12:01 A.M. Standard Time,
at the insured's mailing address

3. COVERAGE:

A. Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here: **FLORIDA**

B. Employer's Liability Insurance: Part Two of the policy applies to the work in each state listed in Item 3.A.
The limits of our liability under Part Two are:

Bodily Injury by Accident	\$500,000	Each Accident
Bodily Injury by Disease	\$500,000	Policy Limit
Bodily Injury by Disease	\$500,000	Each Employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: **None**.

D. This policy includes these endorsements and schedules:

09-A-Notice, WC 00 00 00 C, WC 00 03 08, WC 00 03 10, WC 00 04 04, WC 00 04 06 A, WC 00 04 14 A,
WC 00 04 19, WC 09 03 03, WC 09 04 02 A, WC 09 04 03 B, WC 09 04 07, WC 09 06 06, WC 09 06 07 A,
WC 99 06 04

Attachment: Fryer's submission HHPD Bid # 2020-PD-02 (3138 : Towing Service Contract)

PROPOSER ACKNOWLEDGEMENT FORM***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID***

BID TITLE: Towing Company Agreement

BID NUMBER: 2020-PD-02

BID DUE DATE & TIME: November 11, 2020 at 2:00pm

BID OPENING LOCATION: City of Holly Hill, Commission Chambers
1065 Ridgewood Avenue, Holly Hill, Florida 32117

QUESTION DEADLINE: October 28, 2020, at 5:00pm

Bids Received After The Above Date And Time Will Not Be Accepted.

BIDDER'S NAME: Landan Enterprises Inc. dba Fryers Towing Se

BIDDER'S MAILING ADDRESS: 722 N. Seagrave St
Daytona Beach, FL 32114

CITY-STATE-ZIP: Daytona Beach FL 32114

F.E.I.N.: 59-2806863

PHONE NUMBER: 386-255-0481 **FAX NUMBER:** 386-238-0971

If returning as a "No Bid", please state reason (s): _____

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Proposer. In submitting a Bid to the City of Holly Hill, the Proposer offers and agrees that if the Bid is accepted, the Proposer

will convey, assign or transfer to the City of Holly Hill all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Holly Hill. At the City's discretion, such assignment shall be made and become effective at the

time the City tenders final payment to the Bidder.

X


AUTHORIZED SIGNATURE (MANUAL)

Glenn Landan
NAME (TYPED)

Secretary of Treasury
TITLE

11-11-2020
DATE

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Landon Enterprises Inc dba Fryer's Towing Service

VENDOR/CONTRACTOR LICENSE NUMBER: _____

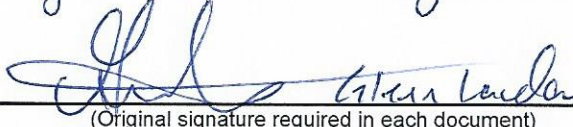
ADDRESS: 722 N. Seagrave st

Daytona Beach FL 32114

PHONE NO.: 386-255-0481 FAX NO.: 386-238-0971

BIDDER'S NAME: Glenn Landon
(Typed or Printed in Ink)

TITLE: Secretary of Treasury

AUTHORIZED SIGNATURE: I,  Glenn Landon hereby
(Original signature required in each document)

declare that I have read and fully understand the BID Documents, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

Our Thirty-three (33) month Bid is \$ 2,346¹²/100

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PLEASE ENSURE THAT YOU HAVE SIGNED THE BID RESPONSE FORM OF THIS REQUEST FOR BID. OMISSION OF A SIGNATURE ON THAT PAGE WILL RESULT IN REJECTION OF YOUR BID.

Attachment: Fryer's submission HHPD Bid # 2020-PD-02 (3138 : Towing Service Contract)

Title Page:

Bid Title: Towing Company Agreement
Bid Number: 2020-PD-02

Company: Arrow Service & Towing
Address: 541 Carswell Ave Holly Hill, FL 32117
Phone: (386) 255-2138
Email: Amanda@arrowflorida.com

Date of Bid: 11/11/2020

Table of Contents:

1. Title Page
2. Table of Contents
3. Proposer Acknowledgment Form
4. Detailed Bid; Technical Bid Response (Sec. IV(B.))
5. Bid Evaluation & Qualifications
6. Registration Requirements
7. Bid Response Form
8. Addendum #1
9. Response Form
10. Non-Conflict or Interest Statement
11. Drug-Free Workplace Certification
12. Towing Company Agreement

PROPOSER ACKNOWLEDGEMENT FORM***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID***

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BID NUMBER: 2020-PD-02

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BID OPENING LOCATION: City of Holly Hill, Commission Chambers
1065 Ridgewood Avenue, Holly Hill, Florida 32117

QUESTION DEADLINE: October 28, 2020, at 5:00pm

Bids Received After The Above Date And Time Will Not Be Accepted.BIDDER'S NAME: Arrow Service & TowingBIDDER'S MAILING ADDRESS: P.O. Box 250072CITY-STATE-ZIP: Holly Hill, FL 32125F.E.I.N: 59-2491843PHONE NUMBER: 386 2552138 FAX NUMBER: 386 252 84109

If returning as a "No Bid", please state reason (s): _____

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Proposer. In submitting a Bid to the City of Holly Hill, the Proposer offers and agrees that if the Bid is accepted, the Proposer

X A. Ballia
AUTHORIZED SIGNATURE (MANUAL)

will convey, assign or transfer to the City of Holly Hill all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Holly Hill. At the City's discretion, such assignment shall be made and become effective at the

Amanda Balboa
NAME (TYPED)

time the City tenders final payment to the Bidder.

Treasurer
TITLE

11/2/2020
DATE

Technical Bid Requirements

1. Independence

Arrow Service & Towing is independently owned. Please allow this statement to acknowledge Arrow Service & Towing and its officers are independent of The City of Holly Hill.

Arrow Service & Towing is currently providing towing services for The City of Holly Hill, and has been for the past five years.

2. License to practice in the State of Florida

Arrow Service & Towing, all officers, and associated staff are properly licensed to tow vehicles in the State of Florida.

3. Conflict of Interest

Arrow Service & Towing does not have any personal relationships, professional, financial or otherwise with elected officials, its employees, or agents of the city. Arrow Service & Towing has provided contractual towing services. Additionally; Amanda Balboa, who serves as Arrow Service & Towing's Treasurer is also the Vice President of the Holly Hill Chamber of Commerce. This would not be a conflict of interest as the Chamber is not an entity of the city, nor does it conflict with contractual services rendered to the city.

4. Towing Company Qualifications and Experience

Arrow Service & Towing is located at 541 Carswell Ave in Holly Hill, Fl. Arrow Service & Towing has been at this same location for the past 40 years. Arrow Service & Towing is NOT entering this contract as a joint venture or consortium. Arrow Service & Towing is independently owned & operated by the same owners since 1980.

Our major equipment includes 7 Class A Flatbeds/Roll back carriers, 1- 4x4 Wrecker, 1 Class B Wrecker, 3- Class B Flatbeds, 2 Class C Wreckers, 3 Class C Lowboys, 2- Class C Landalls.

We have worked with police agencies in Volusia County for many years including Florida Highway Patrol, The City of Ormond Beach, The City of South Daytona, The City of Daytona Beach Shores, & The City of Holly Hill. We additionally have worked for several government entities including, Internal Revenue Service, Department of Children & Families, VOTRAN, EVAC, & Volusia County School Board.

All of the key employees of Arrow Service and Towing are highly trained individuals that have become experts in the field of their work. Our team members include P.W.O.F. Certified, Wreck Master Certified, ASE Certified, Hazmat endorsements, Tanker endorsements, Triples & Doubles, TWIC Card holders, certified diver/underwater recovery specialist, and lastly HAZWOPER certified hazmat response team.

Arrow Service & Towing does not have any open, pending, or any final judgments of litigation proceedings for the previous three years, where court or administrative agency has ruled for or against Arrow Service & Towing in any matter related to Arrow Service & Towing's professional activities.

Technical Qualifications (Section B)

1. The Towing Company's past experience and performance on government engagements of comparable size and complexity.

Arrow has worked with police agencies in Volusia County for many years including Florida Highway Patrol, The County of Volusia, The City of Ormond Beach, The City of South Daytona, The City of Daytona Beach Shores, & The City of Holly Hill.

2. The Towing Company's storage facilities must be located within 7 miles of the City of Holly Hill city limits.

Arrow is located exactly 0.8 miles from City Hall.

3. The Towing Company's response time must be within 20 minutes, 95% of the time and the other 5% must be no longer than 30 minutes. Response times starts from the time the towing service receives the request to dispatch a wrecker. Response time compliance will be calculated on a calendar month basis. The city reserves the right to bill the wrecker company for the cost of city services incurred as a result of delayed response.

Arrow is aware of the time frame allowed for response times. Our history with the current contract should show the responsiveness & efficiency of our company.

4. The Towing Company's primary storage facility must be open, or an employee on immediate call 24 hours a day, seven days a week, including holidays.

Arrow is open 24/7; additionally, employees and supervisors are on call 24/7.

5. The Towing Company must comply with the Volusia County tow rate structure.

Arrow Service & Towing does currently, and understands the need to follow the county pricing structure for future use.

6. The Towing Company must supply a storage facility with a minimum of 200 spaces, with each space measuring 9' by 19' and be completely fenced. Two spaces will be provided inside an enclosed building for police processing.

Arrow has ample storage as per the contract requirements, including indoors storage.

7. The Towing Company must own or lease at least 4 wreckers, which must include 2 Class A Wreckers, 1 Class C Wrecker and 1 Roll Back Car Carrier.

Arrow has 7 Class A Flatbeds/Roll back carriers, 1- 4x4 Wrecker, 1 Class B Wrecker, 3- Class B Flatbeds, 2 Class C Wreckers, 3 Class C Lowboys, 2- Class C Landalls. All trucks are owned out right.

8. The Towing company must carry minimum insurance requirements as follows: Workers Compensation Insurance which complies with the Florida Workers Compensation Law, including Employers Liability Insurance with limits of at least \$500,000.00 per occurrence. General & Automobile Liability Insurance of at least \$500,000.00 per person, \$1,000,000.00 per occurrence and \$250,000.00 property damage insurance. In the alternative, a \$1,000,000.00 combined single limit for bodily injury and property damage and a general aggregate of at least \$2,000,000.00. Garage Keepers legal liability Insurance.

Arrow Service & Towing meets and exceeds the guidelines set forth in the insurance requirements for the City of Holly Hill. Please see the attached certificates for additional information.

9. The Towing Company must have 1/12th of the annual contract amount in cash or check to be placed with the City upon award of contract.

Arrow Service & Towing can pay the sum in full upon request.

10. No Owner, partner, employee, or agent of the Towing Company shall have been convicted, entered a plea of "no contest". Entered into a "Differed Prosecutions Agreement" with the State Attorneys Office, or have any pending criminal charges, or any felony or a misdemeanor regardless of whether civil rights have been restored.

No Owner, partner, employee, or agent of Arrow Service & Towing have been convicted, entered a plea of "no contest". Entered into a "Differed Prosecutions Agreement" with the State Attorneys Office, or have any pending criminal charges, or any felony or a misdemeanor

C. Fee Bid

Total all-inclusive maximum fee for the duration of the Towing Company Agreement. Please note that the price will be the sole factor in the selection of the contractor if all minimum requirements are met.

D. Local Vendor Preference

The City follows its local bidder preference ordinance as applicable. Please see the City code of ordinances pertaining to local bidder preference for further clarification.



BUSINESS TAX RECEIPT

5.5.e

City of Holly Hill

1065 Ridgewood Ave

Holly Hill, FL 32117

386-248-9442 www.hollyhillfl.org

EXPIRATION DATE: September 30, 2021

ISSUED TO: ARROW WRECKER SER AKA J&A ENT
POST OFFICE BOX 250072

HOLLY HILL FL 32125-0072

LICENSE YEAR: 10/20-09/21
LICENSE NUMBER: 21-00020624
FEE: \$166.56

DATE: July 20, 2020

COMMENTS: ALSO AUTO REPAIR LICENSE
BUSINESS LOCATION: 541 CARSWELL AVE
BUSINESS OWNER: BALBOA, AL

VALID PROVIDING ALL STATE CERTIFICATION/REGISTRATION REQUIREMENTS ARE MET.

BUSINESS CLASSIFICATION

CODE	DESCRIPTION	AMOUNT PAID
14870	AUTO: WRECKER/TOWING - FIRST VEHICLE	66.15
00001	SIGN - POLE #1	0.25000 X 6.10 = 1.53
00002	SIGN - POLE #2	0.25000 X 10.90 = 2.73
00100	FIRE INSPECTION	30.00000 X 1.00 = 30.00
14845	VEHICLE REPAIR	66.15000 X 1.00 = 66.15

- THIS DOCUMENT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS, PENALTY FOR FAILURE TO DO SO.
- TAX RECEIPT DOES NOT GUARANTEE JOB AND/OR WORK PERFORMANCE.
- BUSINESS MUST COMPLY WITH CITY ORDINANCES.

Attachment: Arrow Towing submission Bid #2020-PD-02 (3138 : Towing Service Contract)



BUSINESS TAX RECEIPT

City of Holly Hill

1065 Ridgewood Ave

Holly Hill, FL 32117

386-248-9442 www.hollyhillfl.org

EXPIRATION DATE: September 30, 2021

ISSUED TO: ARROW WRECKER SERVICE
POST OFFICE BOX 250072

HOLLY HILL FL 32125-0072

LICENSE YEAR: 10/20-09/21
LICENSE NUMBER: 21-00020770
FEE: \$96.15

DATE: July 20, 2020

COMMENTS:

BUSINESS LOCATION: 600 CARSWELL AVE

BUSINESS OWNER: BALBOA, AL

VALID PROVIDING ALL STATE CERTIFICATION/REGISTRATION REQUIREMENTS ARE MET.

BUSINESS CLASSIFICATION

CODE	DESCRIPTION	AMOUNT PAID
74310	STORAGE/WAREHOUSE	66.15
00100	FIRE INSPECTION	30.00000 X 1.00 = 30.00

- THIS DOCUMENT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS, PENALTY FOR FAILURE TO DO SO.
- TAX RECEIPT DOES NOT GUARANTEE JOB AND/OR WORK PERFORMANCE.
- BUSINESS MUST COMPLY WITH CITY ORDINANCES.

2020/ 2021

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



Account # 198302010037 Expires: September 30, 2021
Business Location: 541 CARSWELL AV

Business Name: ARROW WRECKER SERVICE INC
Owner Name: AL BALBOA
Mailing Address: P O BOX 250072
HOLLY HILL, FL 321250072

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Business Service		471	5	\$22.00
Hazardous Waste Fee		820		\$39.00

- 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**

Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938

DATE PAID: 07/17/2020
RECEIPT #: BT 1-19-0003642
TOTAL TAX: 61.00
PENALTY: 0.00
TOTAL PAID: 61.00



Business Name: ARROW WRECKER SERVICE INC
Owner Name: AL BALBOA
Mailing Address: P O BOX 250072
HOLLY HILL, FL 321250072



Account # 198302010037 Expires: September 30, 2021
Business Location: 541 CARSWELL AV

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS

Attachment: Arrow Towing submission Bid #2020-PD-02 (3138 : Towing Service Contract)



ARROWRE-01

5.5.e

DATE (MM/DD/YYYY)
11/5/2020

CERTIFICATE OF LIABILITY INSURANCE

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 Travis Barlow Company 1002 West Hwy 80 Pooler, GA 31322	CONTACT NAME:	PHONE (A/C, No, Ext): (912) 748-6046	FAX (A/C, No): (770) 406-2798
	E-MAIL ADDRESS: info@travisbarlow.biz		
INSURED J & A Balboa Enterprises, Inc DBA: Arrow Wrecker Service P O Box 250072 Holly Hill, FL 32125	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : AmGuard Insurance Company		42390
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			K2GP109894	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 1,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100 MED EXP (Any one person) \$ 5 PERSONAL & ADV INJURY \$ 1,000 GENERAL AGGREGATE \$ 3,000 PRODUCTS - COMP/OP AGG. \$ 3,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			K2GP109894	5/1/2020	5/1/2021	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N ☒ N / A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	On Hook & Cargo			K2GP109894	5/1/2020	5/1/2021	\$500,000/100,000/Ded
A	Garagekeepers			K2GP109894	5/1/2020	5/1/2021	(2 Locs)\$500 Ded / 600

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as additional insured

Fax 386-248-9480

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 ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

5.5.e
DATE (MM/DD/YYYY)
11/5/2020

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 or this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Assurance, a Marsh & McLennan Agency LLC company 20 N Martingale Road Suite 100 Schaumburg IL 60173	CONTACT NAME: Rachel Uhlar	
	PHONE (A/C, No. Ext): (312) 625-5933	FAX (A/C, No): (847) 440-9126
INSURED Impact Staff Leasing, LLC 1315 W. Indiantown Road, 2nd Floor Jupiter FL 33458	E-MAIL ADDRESS: ruhlar@assuranceagency.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Synergy Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 512783520 **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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER:
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER:
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER:
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC003000001120	8/15/2020	8/15/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 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)
Workers Compensation and Employers' Liability: Any Proprietor/Partner/Executive Officer/Member, as listed on the policy, is excluded.

Proof of Insurance

Coverage is extended to the co-employees of J & A Balboa Enterprises Inc dba Arrow Service Tow

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 ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Daniel G. Keras</i>

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ASHLEY SLING INC.

Quality Lifting Products- Over 50 Years of Experience

Certificate of Training

This certificate is awarded to

Mickey Balboa

Has successfully completed the following course

Qualified Rigger Preparation Training

(OSHA 1910.184, OSHA 1926.251, ASME B30.9, ASME B30.26)

Security Control No. KNX474879 - 29

October 18, 2021

*Expiration Date

Sam Socolow

Instructor



**Miller Industries Rotator
"Ring Leaders"
Training Seminar**

This Participation Certificate is awarded to

Mickey Balboa

For attendance at the Miller Rotator Training Course
Chattanooga, Tennessee - October 16th thru 18th, 2018

We acknowledge that this individual has successfully completed a course on numerous aspects of Rotator Design, Specifications and Manufacturing Processes, and demonstrates the understanding necessary to recognize quality towing and recovery equipment.

This Certificate of Achievement is presented upon completion of the course, as part of the
Miller Industries Continuing Education of Industry Professionals

c. Thomas Luciano

Thomas Luciano - HD & Recovery SME ; Training Specialist
Miller Industries Towing Equipment Inc.

John L. Hawkins

John L. Hawkins - Vice President of Large Wrecker Sales
Miller Industries Towing Equipment Inc.

ASHLEY SLING INC.

Quality Lifting Products - Over 50 Years of Experience

Certificate of Training

This certificate is awarded to

Adam Balboa

Has successfully completed the following course

Qualified Rigger Preparation Training

(OSHA 1910.184, OSHA 1926.251, ASME B30.9, ASME B30.26)

Security Control No. KNX474879 - 50

October 18, 2021

Sam Socolow

*Expiration Date

Instructor



**Miller Industries Rotator
"Ring Leaders"
Training Seminar**

This Participation Certificate is awarded to
Adam Balboa

For attendance at the Miller Rotator Training Course
Chattanooga, Tennessee - October 16th thru 18th, 2018

We acknowledge that this individual has successfully completed a course on numerous aspects of Rotator Design, Specifications and Manufacturing Processes, and demonstrates the understanding necessary to recognize quality towing and recovery equipment.

This Certificate of Achievement is presented upon completion of the course, as part of the Miller Industries Continuing Education of Industry Professionals.

Thomas Luciano

Thomas Luciano - HD & Recovery SME ; Training Specialist
Miller Industries Towing Equipment Inc.

John L. Hawkins

John L. Hawkins - Vice President of Large Wrecker Sales
Miller Industries Towing Equipment Inc.

**CITY OF HOLLY HILL, FLORIDA
REQUEST FOR BIDS
TOWING COMPANY AGREEMENT
BID NUMBER 2020-PD-02**

BID RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

City Clerk, City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that is in the form of this Request for Bid (BID) and to provide all services, as specified or indicated in the BID Documents, in full accordance with the terms and conditions set forth therein.

SUBMITTER accepts all of the terms and conditions of the Bid Conditions, and the Wrecker Service Agreement. SUBMITTER will sign the Contract and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the BID Documents and of the following Addenda:

Addendum Date

Oct, 29th 2020

Addendum Number

1

Receipt of all of which is hereby acknowledged.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

Attachment: Arrow Towing submission Bid #2020-PD-02 (3138 : Towing Service Contract)

**ADDENDUM NUMBER 1
RFP 2020-PD-02
TOWING SERVICES
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 2020-PD-02** for the above request for **TOWING SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

Q1. What are the numbers from the previous towing contract?

A1. Previous contract information is shown on the original request for proposals on page 9, Section II-Nature of Services Required, item B. Scope of work to be performed. The total annual wrecker fees paid to the City for the same period was \$16,864.92.

Q2. 1) I guess what I would like to know is how is the contract going to be awarded to the towing vendor is it the most qualified or to who pays the city the most? The bid will be evaluated based on the published Bid Evaluation Section V (pages 11 through 13) of the Request for proposal.

2) I would like to know how the city is intending to issue this contract is to a single vendor and what is the criteria that the city will be using to choose a successful vendor? As stated in the previous answer The bid will be evaluated based on the published Bid Evaluation Section V (pages 11 through 13) of the Request for proposal.

3) I guess the next question I would have for the city would be how does the city of Holly Hill intend to comply with HB133 with this wrecker service agreement? The City has reviewed HB133 and determined it has no impact on the Request for Proposal.



Signature acknowledges receipt and understanding of this addendum.

Amanda Balboa, Treasurer.
Name/Title

11/2/2020
Date

THIS RESPONSE IS SUBMITTED BY:COMPANY NAME: Arrow Service & Towing

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: 541 Carswell Ave Holly Hill, FL 32117PHONE NO.: (386) 255-2138 FAX NO.: (386) 252-8469BIDDER'S NAME: Amanda Balboa
(Typed or Printed in Ink)TITLE: TreasurerAUTHORIZED SIGNATURE: I, A. Balboa hereby
(Original signature required in each document)

declare that I have read and fully understand the BID Documents, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

Our Thirty-three (33) month Bid is \$ 59,578.⁵³.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PLEASE ENSURE THAT YOU HAVE SIGNED THE BID RESPONSE FORM OF THIS REQUEST FOR BID. OMISSION OF A SIGNATURE ON THAT PAGE WILL RESULT IN REJECTION OF YOUR BID.

Attachment: Arrow Towing submission Bid #2020-PD-02 (3138 : Towing Service Contract)

**CITY OF HOLLY HILL, FLORIDA
REQUEST FOR BIDS
TOWING COMPANY AGREEMENT
BID NUMBER 2020-PD-02**

NON-CONFLICT OF INTEREST STATEMENT & LITIGATION STATEMENT

- ☒ To the best of our knowledge, the undersigned Towing Company has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned Towing Company, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.
- ☒ The undersigned Towing Company has had no litigation on any project in the last five (5) years.
- ☐ The undersigned Towing Company, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Arrow Service & Towing
COMPANY NAME

A Balboa
AUTHORIZED SIGNATURE

Amanda Balboa
NAME (PRINT OR TYPE)

Treasurer
TITLE

11/2/2020
DATE

Attachment: Arrow Towing submission Bid #2020-PD-02 (3138 : Towing Service Contract)

**CITY OF HOLLY HILL, FLORIDA
REQUEST FOR BIDS
TOWING COMPANY AGREEMENT
BID NUMBER 2020-PD-02**

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 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' 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 violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid 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 bid, the employee will abide 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) calendar days after such conviction.
- 5) Impose sanctions 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.

Arrow Service + Towing

Company Name

A. Balboa

Authorized Signature

Amanda Balboa

Print Name

Treasurer

Title

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TOWING COMPANY AGREEMENT

This agreement entered into this 1st day of January 2021 by and between the City of Holly Hill, Florida, a Municipal Corporation, hereinafter referred to as "City" and Arrow Service + Towing, hereinafter referred to as "Towing Company", in consideration of the mutual covenants contained herein, and subject to the terms and conditions listed below.

WITNESSETH:

1. AGREEMENT The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP 20-PD-02), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between the CITY and CONTRACTOR. This Agreement is the final complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

2. SERVICES TO BE PERFORMED BY TOWING COMPANY: The Towing Company shall provide the following services:

- a) The Towing Company shall provide for the towing and storage when required, of motor vehicles and trailers from public or private property lying within the City of Holly Hill when so authorized by a representative of the City, at a rate not greater than the applicable maximum rates specified herein.
- b) When authorized by a representative of the City, the Towing Company shall, at a rate not greater than the applicable maximum rate specified herein, provide for the towing and storage of any motor vehicle, trailer, motorcycle, or motor scooter which is towed under the provisions of the Code of the City of Holly Hill covering the removal and/or impounding of illegally parked or disabled vehicles, applicable Florida Statutes, or which is otherwise impounded or required to be moved by or at the direction of a police officer, from the point of origin to the place of business of the Towing Company. The Towing Company shall, at a rate not greater than the applicable maximum rate specified herein, provide for the towing and storage of any vehicle or trailer from the scene of an accident to a location within the area, as designated by the owner, other than the place of business of the Towing Company.
- c) When authorized by a representative of the City, the Towing Company shall, at no charge, provide towing services for all disabled city vehicles, whether owned or leased (excluding vehicles leased by the City where the lessor is responsible for the towing service). The no charge towing service shall be for city vehicles located within a 50-mile radius of Holly Hill City Hall. For city vehicles located beyond the 50 mile radius, the loaded per mile charge for each mile beyond the 50 mile radius shall be as follows:

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Class A	\$1.50
Class B	\$2.50
Class C	\$3.50

- d) The Towing Company shall, at no cost to the City, promptly clean all debris off the public streets, ways, sidewalks, parks, avenues, and property of the City, and remove the same to a proper place away from the scene of any motor vehicle accident if the accident scene is to be, is being, or has been serviced by the Towing Company, or the agent, servants, or employees of the Towing Company.
- e) The Towing Company guarantees that wrecker service shall be rendered at any and all times, as required by this Agreement, twenty-four (24) hours a day, seven (7) days a week, including holidays, and that personnel will be subject to call at any and all times. The Towing Company further guarantees that, for at least 95% of all calls, it will be at the requested location within the City limits within twenty (20) minutes from the time the Towing Company receives a call requesting that a wrecker be dispatched. It further guarantees that in the remaining 5% of calls, a wrecker will be at the location within thirty (30) minutes. Compliance with this requirement will be calculated on a calendar month basis. Further, the City reserves the right to charge the towing company for the cost of city services incurred as a result of the delayed response.
- f) The Towing Company shall answer expeditiously all calls from the Holly Hill Police Department, or other City representative, for on-scene service at accidents and shall immediately remove all obstructions caused by accidents even if actual towing is not required (cleanups). In this event, the City shall pay the Towing Company \$25.00 for this service.
- g) Upon request, the Towing Company shall provide the Holly Hill Police Department with reasonable assistance in the examination of vehicles stored by the Towing Company. Such assistance shall include the availability and use of a wrecker at the storage site for the moving of vehicles to be examined by the Police. Any vehicles towed by the Police Department, within a 50-mile radius of Holly Hill City Hall, marked as evidence in a criminal case or marked as "pending seizure" in a civil case shall be towed at no charge. For these types of vehicles beyond the 50 mile radius, the loaded per mile charge for each mile beyond the 50 mile radius shall be as follows:

Class A	\$1.50
Class B	\$2.50
Class C	\$3.50

- h) Definitions: As used in this article, the following words and terms shall have the meaning respectively ascribed:

1. **Immobilization** shall mean the installation of a boot or similar device on a vehicle on private property for the purpose of making it unmovable.

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2. **Consensual towing** shall mean the property owner is consenting to the towing of the vehicle by the Towing Company.
3. **Nonconsensual towing** shall mean the removal and storage of wrecked or disabled vehicles from an accident scene or the removal and storage of a vehicle in the event the owner or operator is incapacitated, unavailable, or otherwise does not consent to the removal of the vehicle, excepting, however, all incidents of "trespass towing" as herein below defined.
4. **Property owner** shall mean that person who exercises dominion and control over a parcel of real property, including but not limited to the legal title holder, lessee, a resident manager, a property manager or other agent who has legal authority to bind the owner. A person providing a towing service may not be appointed as an agent for a property owner.
5. **Tow** shall mean to haul, carry, pull along, or otherwise transport or remove a vehicle by means of another vehicle.
6. **Trespass towing** shall mean towing or removal of a vehicle, without the consent of the vehicle's owner or operator, as such is authorized by F.S. § 715.07, when that vehicle is parked on private real property.
7. **Wrecker** shall mean any truck or other vehicle which is used to carry, tow or otherwise transport vehicles and which is equipped for that purpose with a boom, winch, car carrier, or similar equipment. "Wrecker" shall include the person or firm owning, operating, and/or controlling the wrecker vehicles.

3. PAYMENT TO THE CITY

In consideration of the Towing Company being called by the City for the term as provided in Section 3 below, the Towing Company shall pay to the City, beginning January 1, 2021 the sum of \$59,578.53, payable in equal monthly installments of \$1805.41 for a period of thirty-three (33) months so long as this Agreement is in effect.

4. TERM

- a) The term of this Agreement shall be for a thirty-three (33) month period beginning January 1, 2021 and ending September 30, 2023. Extension - the City shall have the option of extending this contract, based upon satisfactory performance by the Towing Company, for two additional twelve-month periods: The first of these two additional twelve-month periods to be given consideration beginning on October 1, 2023 and ending on September 30, 2024, and the second beginning on October 1, 2024 and ending on September 30, 2025. Any adjustments in the maximum wrecker fees allowed and monthly payments to the City may also be considered at these times. The option for an extension(s) is solely for the benefit of and at the sole discretion of the City. Towing Company shall not have any right to an extension.

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- b) It is further understood by the parties to this Agreement that in the event the Towing Company is unable to respond to a call during the term of this contract, with one of its own wreckers, it is still responsible for providing a wrecker. It may utilize a wrecker from any other wrecker company in the County, in such cases; the substitute wrecker must comply with the terms agreed upon herein.

5. RATE CHARGED OWNERS

- a) In consideration for the services to be provided by the Towing Company under the terms of this Agreement, the Towing Company may charge the owner of the vehicle being towed or stored the rates listed below, provided that:

1. The City shall not be liable in the event of nonpayment by the owner of the vehicle being towed.
2. The towing/servicing of City owned/leased vehicles follows the specifications outlined previously in 1 (c).

- b) The maximum rates for towing a vehicle, for the storage of a towed vehicle or for the rendition of other services involving the use of a wrecker or other customary towing services when the point of origin of the tow or such services is within the boundaries of Holly Hill shall be as follows:

1. *Class A vehicles (gross vehicle weight rating at 9,999 pounds or less or a vehicle carrying a vessel 15 feet or less in length):*

- | | |
|--|----------|
| a. Trespass tow (flat rate): | \$125.00 |
| b. Consensual/Nonconsensual tow: | \$125.00 |
| c. Consensual/Nonconsensual tow, per mile over initial ten miles, per full extra mile: | \$3.00 |
| d. Consensual/Nonconsensual tow, time beyond initial 30 minutes at scene, 15-minute block: | \$25.00 |
| e. Trespass or consensual/nonconsensual tow daily storage per day, inside storage | \$25.00 |
| f. Immobilization: | \$75.00 |
| g. Outside storage, per day: | \$20.00 |

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2. *Class B vehicles (gross vehicle weight rating at 10,000 pounds or more, but less than 19,500 pounds or vehicle carrying a vessel more than 15 feet, but less than 22 feet in length):*

- | | |
|--|----------|
| a. Trespass tow (flat rate): | \$250.00 |
| b. Consensual/Nonconsensual tow: | \$250.00 |
| c. Consensual/Nonconsensual tow, per mile over initial ten miles, per full extra mile: | \$4.00 |
| d. Consensual/Nonconsensual tow, time beyond initial 30 minutes at scene, per 15-minute block: | \$50.00 |
| e. Trespass or consensual/nonconsensual tow daily storage per day, inside storage: | \$30.00 |
| f. Immobilization: | \$75.00 |
| g. Outside storage, per day | \$25.00 |

3. *Class C vehicles (gross vehicle weight rating at 19,500 or more pounds, but less than 25,000 pounds or vehicle carrying a vessel more than 22 feet in length):*

- | | |
|--|----------|
| a. Trespass tow (flat rate): | \$375.00 |
| b. Consensual/Nonconsensual tow: | \$375.00 |
| c. Consensual/Nonconsensual tow, per mile over initial ten miles, per full extra mile: | \$5.00 |
| d. Consensual/Nonconsensual tow, time beyond initial 30 minutes at scene, per 15-minute block: | \$75.00 |
| e. Trespass or consensual/nonconsensual tow daily storage per day, inside storage: | \$60.00 |
| f. Outside storage, per day: | \$55.00 |

4. *Class D vehicles (gross vehicle weight rating at more than 25,000 pounds):*

- | | |
|----------------------------------|----------|
| a. Trespass tow (flat rate): | \$500.00 |
| b. Consensual/Nonconsensual tow: | \$500.00 |

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- | | | |
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| c. | Consensual/Nonconsensual tow, per mile over initial ten miles, per full extra mile: | \$6.00 |
| d. | Consensual/Nonconsensual tow, time beyond initial 30 minutes at scene, per 15-minute block: | \$100.00 |
| e. | Trespass or consensual/nonconsensual tow daily storage per day, inside storage: | \$60.00 |
| f. | Outside storage, per day: | \$55.00 |
- c) An additional daily storage fee, as set forth above, may be charged for any vessel, trailer or other mobile item, whether motorized or not, which is mounted on wheels and attached to a towed vehicle.
- d) The maximum rates established in subsection 4 b) 1, 2, 3, and 4, listed above shall be a flat fee which shall be all-inclusive and, by way of illustration, no additional charges shall be made for:
1. Any fees for special equipment or services such as double hook-up, vehicle entry when locked, dropping transmission linkage, axle or drive shaft removal, dollies, trailer or flat bed, lifts, slim jims, go jacks, removing bumpers, airing up brakes, and mileage, other than those specified in the rate schedule;
 2. Time spent at the scene of the tow, other than those specified in the rate schedule;
 3. Release fees during normal business hours (Monday—Friday, 8:00 a.m.—6:00 p.m.);
 4. Access fees to allow the owner or the owner's representative to remove personal property or examine the vehicle;
 5. Yard fees, set-out fees, or gate fees for allowing the owner or any tow company designated by the owner or his insurance company to take custody of and remove the vehicle from the impound area;
 6. Fuel surcharge fees;
 7. Storage for the first twelve hours.
- e) No other fees of whatever kind may be charged for services rendered during the first 12 hours that the vehicle is in the possession of the wrecker, beginning from the time the vehicle is delivered to the storage facility, except as specifically provided herein.

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An administrative fee for compliance with statutory notice requirements may be charged after the first 48 hours so long as the wrecker service has actually complied with the requirements of F.S. § 713.78, including execution and mailing of the lien notice. The fee must be based on actual costs for such compliance. Further, a "tarpaulin fee" in the amount of \$15.00 may be assessed when the towing service reasonably finds it necessary to install and maintain tarpaulin coverage on any class A stored vehicle in order to protect the interior accessories or upholstery of such vehicle from damage by inclement weather. Tarpaulin fees for coverage of any other class vehicle must be reasonable and based on actual costs.

- f) An after-hours (Monday—Friday, 6:00 p.m.—8:00 a.m., Saturday and Sunday and national holidays) release fee not to exceed \$35.00 may be charged.
- g) The above rates shall remain consistent with Volusia County Ordinance 118-98 for the duration of this agreement to include any extensions. Additionally, if the Volusia County Ordinance is modified, the City and Towing Company agree to follow the modified County Ordinance. Item 4. e) of this Agreement varies from County Ordinance 118-98 and shall remain at 12 hours for the duration of this Agreement even if the County modifies Ordinance 118-98.
- h) The Towing Company agrees to tow abandoned or lost vehicles at no charge to the City and City shall surrender all salvage rights, if any, to the vehicle to Towing Company and shall retain no liens upon the vehicle.
- i) No other charges or fees, other than those specified and authorized in this schedule, and applicable sales tax are allowed for towing or storage services provided under this Agreement.

6. RATES CHARGED THE CITY

In consideration for the services to be provided by the Towing Company under the terms of this Agreement, the Towing Company will provide the City with wrecker services for City vehicles as outlined previously in 1(c).

7. PROHIBITED CHARGES

The services called for in Section 1 of this Agreement entitled SERVICES TO BE PERFORMED BY TOWING COMPANY shall be provided at no cost to the owner of the towed vehicle or City whenever the City determines that the vehicle was towed in error at the request of the City.

8. SALVAGE RIGHTS

In consideration for the services to be provided by the Towing Company, under the terms of this Agreement, the City hereby grants the Towing Company all salvage rights that may be permitted by law on any vehicle which may be towed pursuant to this Agreement and as specifically outlined

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in 3(b), excluding those vehicles seized and held for possible forfeiture by the City. The City does not guarantee that the City has any salvage rights nor that by this grant the City is transferring any salvage rights to the Towing Company. The City will not be charged towing charges or storage fees for temporary storage in cases of vehicles seized for forfeiture. Prior to releasing a seized vehicle to the owner, the owner must pay the Towing Company for the towing and/or storage fees and present the City with a paid receipt from Towing Company.

9. STORAGE FACILITIES

The Towing Company shall maintain a primary storage garage and/or outside storage facility complying with applicable city code ordinances, including all related building and zoning regulations. Such storage facility shall:

- a) Contain a minimum of two hundred (200) spaces, measuring 9 feet by 19 feet each, in an area, which is completely fenced.
- b) Have available a minimum of two (2) spaces inside a building for the storing of vehicles which require police processing. These spaces shall be maintained to provide protection from the weather and security from the general public for vehicles, which require police processing.
- c) Be located within seven (7) miles of Holly Hill city limits.
 1. The Towing Company shall have an employee on duty at said primary storage facility, or upon immediate call to the facility, twenty-four (24) hours a day, seven (7) days a week, including holidays.
 2. Said storage facilities shall be subject to inspection and shall be approved by the City prior to the award of any contract. Storage facilities shall be subject to periodic inspections at any time during the term of this Agreement when deemed necessary by the City to insure compliance with this contract. Notice of any discrepancies or deficiencies in contract compliance found by the City shall be submitted to the Towing Company in writing, and the Towing Company shall remedy the same within fifteen (15) days of receipt of such notice. Upon failure of the Towing Company to remedy the deficiencies in contract compliance, action may be taken by the City pursuant to Section 24 herein.
 3. Vehicles, which have been marked "HOLD" for investigative purposes by the Police Department, shall be held at the storage facility, unless indicated otherwise, for whatever period of time necessary to properly process the vehicle and finish the investigation, at no charge to the City. Personnel of the Holly Hill Police Department shall be permitted access to such vehicles at any time.

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Vehicles stored in enclosed areas shall be secured from access by unauthorized persons. The Towing Company shall take reasonable steps to protect all stored vehicles and their contents from theft and damage.

10. WRECKER EQUIPMENT AND WRECKER COMPANY PERSONNEL

- a) The Towing Company shall, during the term of this Agreement, own or lease a minimum of four (4) wreckers to provide the services called for by this Agreement. The wreckers must include: two (2) Class "A" wreckers; one (1) Class "C" wrecker; and one (1) rollback. The wreckers of the Towing Company shall meet the requirements and specifications established and set forth in the current Florida Highway Patrol Rules and Regulations for Wreckers.
- b) Said wreckers shall be of a recognized commercial make and shall have a wrecker winch (chassis) and truck towing capacity suitable for the removal and transportation of the various types of motor vehicles contemplated by this Agreement without damage to such vehicles and without undue interference with the flow of traffic.
- c) No owner, partner, employee, or agent of the Towing Company shall have been convicted, entered a plea of "no contest", entered into a "Differed Prosecution Agreement" with the State Attorney's Office, or have any pending criminal charges, of any felony or a misdemeanor directly relating to the business or operation of a Towing Company – regardless of whether civil rights have been restored.
- d) The Towing Company shall not hire or retain any wrecker driver, permanently or temporarily, who has been convicted of the offense of driving under the influence of alcohol or any controlled substance or chemical substance to the extent that normal faculties are impaired or driving with an unlawful blood alcohol level, or of any criminal traffic offense.

11. RADIO AND TELEPHONE COMMUNICATIONS

The Towing Company shall provide a two-way radio communications system between their office and all tow trucks operated by the Towing Company. The Towing Company shall maintain a direct telephone line for incoming Police calls.

12. NON-EXCLUSIVENESS OF SERVICE

The Towing Company agrees that the owner or person in possession of any vehicle which has been incapacitated shall have the opportunity of contacting a wrecker or tow company of his or her own choice if the disabled vehicle does not create a hazardous condition and a reasonable response time

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can be expected. Said person, at the accident or place of incapacity, shall be given the opportunity of having such vehicle towed to a location other than the storage facility of the Towing Company.

13. BENEFITS FROM REPAIRS PROHIBITED

The Towing Company shall not benefit directly or indirectly, without the express written consent of the owner of the vehicle, or the owner's designated representative, from any motor vehicle repair or painting with respect to vehicles towed and/or stored by the Towing Company under the terms and provisions of any agreement between the City and the Towing Company. Any such agreement between the Towing Company and the owner shall state the repairs/painting to be done as well as the price and terms of payment therefore.

14. LIABILITY OF TOWING COMPANY

The liability of the Towing Company for any towed vehicle and all property contained therein shall commence at the time a wrecker is hooked to any vehicle to be towed. The Towing Company or its employee, representative, or agent shall inventory all personal property contained in the vehicle to be towed or endorse the inventory prepared by the Police Officer in charge.

15. PERSONAL PROPERTY IN VEHICLES

To the extent provided by law, the Towing Company shall be accountable and liable for damage or loss to all personal property in the vehicles towed and for all vehicle accessories. Personal property situated in a vehicle stored by the Towing Company shall not be disposed of to defray any charges for storage or towing of the vehicle, except as provided by law. All such personal property must be returned at once, unless directed otherwise by the City, to the owner or person entitled to legal possession thereof upon proper proof of ownership or right to possession. The determination of the owner or person entitled to legal possession shall be made by the Towing Company. Should the Towing Company release any personal property, the owner or person entitled to possession thereof shall receipt the Towing Company for the same.

16. RELEASE OF THE VEHICLE

The Towing Company agrees to release any vehicle, which has not been marked "HOLD" to the proper owner, or person entitled to possession of the vehicle. The tow company will release the vehicle to the owner of the vehicle or the person that was in custody of the vehicle at the time of the tow. It will be presumed that said person was in custody of the vehicle if the person has the car key for said vehicle. Any vehicle, which has been marked "HOLD" by the Holly Hill Police Department, cannot be released without prior authority from the Police Department. The Towing Company shall require proper proof of ownership or right to possession before releasing a vehicle, and the Towing Company shall be given a receipt for the vehicle.

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17. POSTING CHARGES AND ACCEPTANCE OF CREDIT CARDS

The Towing Company shall prominently post a sign at the storage facility in such a manner that it is conspicuous to the public, which lists the charges to be imposed upon persons whose vehicles are towed pursuant to this Agreement. As to such persons, the Towing Company shall not impose any charges that exceed such posted or listed amounts. If the tow company accepts payment by credit card in any aspect of its business operations, then the tow company must accept credit cards as payment for city authorized tows and storage. The credit card payment must be accepted for every item charged for the release of the vehicle.

18. ITEMIZED STATEMENTS

Should any owner or person entitled to possession of a towed and/or stored vehicle seek to reclaim the same from the Towing Company, the Towing Company shall provide such owner or such person offering title to possession with an itemized statement of all charges relating to the towing and storage of such vehicle.

19. INDEMNIFICATION

The Towing Company shall indemnify and hold harmless the City of Holly Hill and its agents, officers and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the work provided that the claim, damage, loss and expense is caused in whole or in part by any negligent act or omission of the City, the Towing Company, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

20. INSURANCE

a) Required Insurance:

The Towing Company shall purchase and maintain, at its own expense, the following types and amounts of insurance, in form and companies satisfactory to the City:

1. Workers' Compensation Insurance:

Workers' Compensation Insurance for all employees of the Towing Company connected with the work, which is the subject of this Agreement. The insurance required by this provision shall comply fully with the Florida Workers' Compensation Law and include Employers Liability Insurance with limits of not less than \$500,000 per occurrence. No class of employee, including the Towing Company itself, if an individual, shall be excluded from the Workers' Compensation coverage.

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2. Liability Insurance:

General Liability Insurance, including coverage for operations, products - completed operations, and personal injury insuring the Towing Company and any other interests, including but not limited to any associated or subsidiary companies involved in the work.

Automobile Liability Insurance which shall insure claims for damages because of bodily injury or death of a person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Towing Company for the work which is the subject of this Agreement. The Liability Insurance shall include contractual liability insurance applicable to the Towing Company's obligations under Paragraph 18 of this Agreement.

The Liability Insurance shall name the City of Holly Hill as an additional insured. The General and Automobile Liability Insurance shall each have a limit of liability of no less than \$500,000 for injury or death and no less than \$1,000,000 for injury or death to two or more persons as a result of any one occurrence and no less than \$250,000 for property damage to one or more persons as a result of any one occurrence, or in lieu thereof, a combined single limit for bodily injury and property damage of no less than \$1,000,000. If insurance coverage is provided with a general aggregate, then the aggregate shall be in an amount of no less than \$2,000,000. The limit of liability for personal injury shall be no less than \$1,000,000 and the limit of liability for contractual liability shall be no less than \$1,000,000.

3. Garage Keepers Legal Liability Insurance:

Garage Keepers Legal Liability Insurance in an amount reasonably sufficient to protect the owners of any and all vehicles towed or stored by the Towing Company, pursuant to this Agreement, from loss or damages to such vehicle on account of such removal or storage. The insurance may be provided with a deductible in an amount deemed acceptable to the City Manager.

b) Proof of Insurance

The Towing Company shall furnish proof of insurance acceptable to the City prior to or at the time of execution of the Agreement and the Towing Company shall not commence work under this Agreement until all the insurance required under this Agreement has been obtained and filed with and approved by the City. The Towing Company shall furnish evidence of all required insurance in the form of certificates of insurance which shall clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates, and shall contain the following language as to cancellation:

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- c) In the event of cancellation of this policy by the insurer or any insured, this company shall give not less than thirty (30) days advance written notice to:

City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

- d) If requested by the City, the Towing Company will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City. The Towing Company shall file replacement certificates thirty (30) days prior to expiration or termination of the required insurance occurring prior to the expiration of this Agreement. In the even such insurance shall lapse, the City expressly reserves the right to renew the insurance at the Towing Company's expense.

21. RECORDS, BOOKS, AND PAYMENT

The City reserves the right, during normal business hours, to inspect and audit the Towing Company records pertaining to service provided under this Agreement. All records must be maintained at one central location as provided hereinafter. Additionally, the monthly sum payable to the City by the Towing Company will be submitted to the office of the City Finance Director on the first day of each month for the duration of this contract, along with information contained in subparagraph (b) below. The Towing Company shall maintain for one (1) year following the towing of any vehicle towed under authority of the Police Department the following records of such tow:

- a) Where the vehicle was towed from; the date towed; the driver who towed the vehicle; where it was towed to; a complete description of the vehicle; the name and address of the registered owner; the disposition of the vehicle; the date the vehicle was released or disposed of; and all correspondence sent or received concerning said vehicle.
- b) The Towing Company shall be required to submit a list of all vehicles towed under authority of the Police Department by the seventh (7th) day of each month for the previous month services, describing each vehicle by Make, Year, Model, VIN, Tag Number, Towing/Storage charges, invoice of the towed vehicle, method of payment by vehicle owner, vehicle owner name, address, and telephone number for auditing purposes.

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- c) The Towing Company shall be required to pay a 15% late payment penalty for any required monthly payment received after the close of business on the 15th day of each month for the duration of this contract.

22. RIGHT TO CANCEL SERVICE CALL

The City shall have the right to cancel a request for Towing Company services until the time the wrecker arrives on the scene, and there shall be no charge to the City or the vehicle operator/owner. When a wrecker is to be canceled, it must be canceled over the police radio prior to the wrecker's arrival on the scene. The term "arrives on the scene" is construed to mean that the responding wrecker has arrived within the close physical proximity of the vehicle to be towed and the wrecker has stopped in preparation to perform the towing service.

23. COMPLIANCE WITH LAWS

The Towing Company agrees to and shall comply with all applicable provision of the Florida Statutes, including Section 316.530, and all applicable City ordinances.

24. CASH BOND

Prior to the effective commencement date of this Agreement, the Towing Company shall deliver cash or check in the amount of 1/33rd of the total contract to be placed with the City upon award of the contract in the event:

- a) The Towing Company fails to provide wrecker service required by this Agreement, for the purpose of defraying costs incurred by the City in making adequate arrangements for the removal of vehicles.
- b) The Towing Company breaches the terms of this Agreement and it is terminated by the City as provided in Section 24 entitled BREACH OF AGREEMENT, for the purpose of defraying the cost of re-bidding this Agreement.

25. RIGHTS AT LAW RETAINED. The rights and remedies of the CITY, provided for under this agreement, are in addition and supplemental to any other rights and remedies provided by law.

26. MODIFICATIONS TO AGREEMENT. The Agreement and any exhibits amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

27. BREACH OF AGREEMENT

- a) The City may, by written notice to the Towing Company, terminate this Agreement in whole or in part, at any time, either for the City's convenience or because of the failure of the Towing Company to fulfill its Agreement obligations. Upon receipt of such notice, Towing Company shall immediately discontinue all services affected, unless the

ATTACHMENT

- notice directs otherwise, and deliver to the City all data, drawings, specifications, reports, estimates, summaries and any and all such other information and materials of whatever type or nature as may have been accumulated by the Towing Company in performing this Agreement, whether completed or in process.
- b) If the termination is for the convenience of the City, Towing Company shall be paid compensation for services performed to the date of termination.
 - c) If the termination is due to the failure of Towing Company to fulfill its Agreement obligations, City may take over the work and prosecute the same to completion by other agreements or otherwise. In such case, Towing Company shall be liable to City for all reasonable additional costs occasioned to the City thereby. Towing Company shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the Towing Company; provided, however, that Towing Company shall be responsible and liable for the actions of its subcontractors, agents, employees, persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of City in 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 any fault or negligence of the Towing Company.
 - d) If after notice of termination for failure to fulfill its agreement obligations it is determined that Towing Company had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of City. In such event, adjustment in the Agreement price shall be made as provided for in subsection (b) of this Section.
 - e) The rights and remedies of City provided in this section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.
 - f) It shall be the right of the City Manager and any officials of the City which he may designate to observe closely the wrecker service operations and if, in the opinion of the City Manager, there has been a breach of contract, the City Manager shall so notify the Towing Company, in writing, specifying the manner in which there has been a breach of contract. If, within a period of seven (7) days, the Towing Company has not eliminated the condition considered to be a breach of contract to the satisfaction of the City Manager, the City Manager may make a recommendation to the City Commission that the agreement be terminated. The termination shall be placed on the agenda of a City Commission meeting and the Towing Company shall be given notice of the agenda item. If the City Commission finds that the Towing Company breached the Agreement, the City Commission may declare the Agreement terminated immediately and the cash bond forfeited.
 - g) In addition to terminating this Agreement, the City may recover from the cash bond all administrative costs as provided by Section 23 of this Agreement.
 - h) The City may, if it so elects pursue any other remedies provided by law for breach

ATTACHMENT

of this Agreement or any of its terms, covenants, conditions, or stipulations. No

right or remedy herein conferred upon or reserved to the City or Towing Company is intended to be exclusive of any other right or remedy, and each and every right and remedy given hereunder, or now or hereafter existing at law or at equity or by statute.

28. MISLEADING, DISHONEST AND ILLEGAL PRACTICES

The Towing Company warrants that it has not and will not engage in any misleading, dishonest, or illegal practices with regard to the operation of its business operations, including but not limited to vehicles towed pursuant to this Agreement, or any other agreement with the City, and shall charge owners of vehicles towed pursuant to this Agreement only those amounts permitted under this Agreement for those services covered by this Agreement. In the event that an overcharge or other violation covered by this paragraph is reported to the City, the City shall promptly notify the Towing Company of the alleged violation. If a satisfactory explanation is not received by the City within twenty-four (24) hours from the Towing Company, or the violation is not otherwise remedied and assurances given that similar violations will not occur in the future, within the twenty-four (24) hour period the violation may be reported to the City Commission for cancellation of this Agreement or other appropriate action as provided by Section 24 herein.

29. Public Records Law:

IF THE TOWING CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

The Towing Contractor shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Towing Company does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Towing Contractor or keep and maintain public records required by the City to perform the service. If the Towing Contractor transfers all public records to the City upon completion of the contract, the Towing Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Towing Contractor keeps and maintains public records upon completion

ATTACHMENT

of the contract, the Towing Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

30. MISCELLANEOUS

- a) The descriptive headings appearing in this Agreement are for convenience only and are not to be construed either as a part of the terms and conditions hereof or as any interpretation thereof.
- b) The bid documents and specifications, attached hereto, are made a part of this Agreement.
- c) It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship of co- partner or joint ventures between the parties hereto or as constituting the Towing Company as agent or representative of the City for any purpose or in any manner whatsoever.
- d) The Towing Company shall not assign this Agreement and its rights hereunder, in whole or in part, except with the prior written consent of the City.
- e) This Agreement shall be governed by the laws of the State of Florida.
- f) Venue for any legal proceedings regarding this Agreement shall be in Volusia County, Florida.
- g) In the event either party is required to file suit to enforce this Agreement, the prevailing party shall be reimbursed reasonable attorneys' fees and costs.

The undersigned parties, being fully advised of the above terms and conditions, do hereby freely and voluntarily execute this Renewal.

City of Holly Hill, Florida

By: _____

Title: _____

Date: _____

Attest:

Valerie Manning, City Clerk

Wrecker Service:

By: ABalbra

Title: Treasurer

Date: 11/2/2020

Attachment: Arrow Towing submission Bid #2020-PD-02 (3138 : Towing Service Contract)

11/30/2020 @ 3:00pm 3:30

Individual Ranking Sheet

Rank Order

1=highest rank

Arrow Wrecker	1
Fryer's Towing	Reject Bid
Universal Towing	Reject Bid
Volusia County Towing	2

DECLARATION OF CONFIDENTIALITY, NON-DISCLOSURE, AND NO CONFLICT OF INTEREST

I acknowledge the importance of confidentiality, non-disclosure and no conflict of interest in the abovementioned procurement. I affirm that I will maintain confidentiality and not divulge any information concerning this procurement to any person who has not similarly executed a declaration, including number of Proposals received, the names of proposers and all evaluation discussions, until after the award of contract.

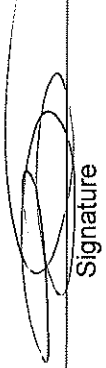
DECLARATION

- I understand that a copy of this Declaration will be placed in the Procurement file. I also certify that, to the best of my knowledge, I do not have a conflict of interest, as:
- No member of my immediate family, including my spouse/partner, has any substantial direct or indirect financial interest in the Contract or any of the proposers (listed above).
 - I have not sought employment by nor am I being considered for employment by the proposers or its affiliates or subcontractors.
 - I will not solicit or accept gifts, gratuities, favors or anything of monetary value from the proposers, its affiliates or subcontractors.

Evaluator:

Randy Ast

Printed Name



Signature

RFP 2020-PD-02- Towing Services

11/30/2020 @ 3:00pm 3:30 PM

Individual Ranking Sheet

Rank Order

Company Name 1=highest rank

Arrow Wrecker	1
Fryer's Towing	DA
Universal Towing	DA
Volusia County Towing	2

DECLARATION OF CONFIDENTIALITY, NON-DISCLOSURE, AND NO CONFLICT OF INTEREST

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DECLARATION

- I understand that a copy of this Declaration will be placed in the Procurement file. I also certify that, to the best of my knowledge, I do not have a conflict of interest, as:
- No member of my immediate family, including my spouse/partner, has any substantial direct or indirect financial interest in the Contract or any of the proposers (listed above).
 - I have not sought employment by nor am I being considered for employment by the proposers or its affiliates or subcontractors.
 - I will not solicit or accept gifts, gratuities, favors or anything of monetary value from the proposers, its affiliates or subcontractors.

Evaluator:

Steven Suengst

Printed Name



Signature

RFP 2020-PD-02- Towing Services

11/30/2020 @ 3:00pm - 3:30pm

Individual Ranking Sheet

Rank Order

Company Name

1=highest rank

Arrow Wrecker	1
Fryer's Towing	Reject
Universal Towing	Reject
Volusia County Towing	2

DECLARATION OF CONFIDENTIALITY, NON-DISCLOSURE, AND NO CONFLICT OF INTEREST

I acknowledge the importance of confidentiality, non-disclosure and no conflict of interest in the abovementioned procurement. I affirm that I will maintain confidentiality and not divulge any information concerning this procurement to any person who has not similarly executed a declaration, including number of Proposals received, the names of proposers and all evaluation discussions, until after the award of contract.

DECLARATION

- I understand that a copy of this Declaration will be placed in the Procurement file. I also certify that, to the best of my knowledge, I do not have a conflict of interest, as:
- No member of my immediate family, including my spouse/partner, has any substantial direct or indirect financial interest in the Contract or any of the proposers (listed above).
 - I have not sought employment by nor am I being considered for employment by the proposers or its affiliates or subcontractors.
 - I will not solicit or accept gifts, gratuities, favors or anything of monetary value from the proposers, its affiliates or subcontractors.

Evaluator:

Chris Yates

Printed Name

Signature

Signature

TOWING COMPANY AGREEMENT

This agreement entered into this 1st day of January 2021 by and between the City of Holly Hill, Florida, a Municipal Corporation, hereinafter referred to as "City" and Arrow Service + Towing, hereinafter referred to as "Towing Company", in consideration of the mutual covenants contained herein, and subject to the terms and conditions listed below.

WITNESSETH:

1. AGREEMENT The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP 20-PD-02), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between the CITY and CONTRACTOR. This Agreement is the final complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

2. SERVICES TO BE PERFORMED BY TOWING COMPANY: The Towing Company shall provide the following services:

- a) The Towing Company shall provide for the towing and storage when required, of motor vehicles and trailers from public or private property lying within the City of Holly Hill when so authorized by a representative of the City, at a rate not greater than the applicable maximum rates specified herein.
- b) When authorized by a representative of the City, the Towing Company shall, at a rate not greater than the applicable maximum rate specified herein, provide for the towing and storage of any motor vehicle, trailer, motorcycle, or motor scooter which is towed under the provisions of the Code of the City of Holly Hill covering the removal and/or impounding of illegally parked or disabled vehicles, applicable Florida Statutes, or which is otherwise impounded or required to be moved by or at the direction of a police officer, from the point of origin to the place of business of the Towing Company. The Towing Company shall, at a rate not greater than the applicable maximum rate specified herein, provide for the towing and storage of any vehicle or trailer from the scene of an accident to a location within the area, as designated by the owner, other than the place of business of the Towing Company.
- c) When authorized by a representative of the City, the Towing Company shall, at no charge, provide towing services for all disabled city vehicles, whether owned or leased (excluding vehicles leased by the City where the lessor is responsible for the towing service). The no charge towing service shall be for city vehicles located within a 50-mile radius of Holly Hill City Hall. For city vehicles located beyond the 50 mile radius, the loaded per mile charge for each mile beyond the 50 mile radius shall be as follows:

Class A	\$1.50
Class B	\$2.50
Class C	\$3.50

- d) The Towing Company shall, at no cost to the City, promptly clean all debris off the public streets, ways, sidewalks, parks, avenues, and property of the City, and remove the same to a proper place away from the scene of any motor vehicle accident if the accident scene is to be, is being, or has been serviced by the Towing Company, or the agent, servants, or employees of the Towing Company.
- e) The Towing Company guarantees that wrecker service shall be rendered at any and all times, as required by this Agreement, twenty-four (24) hours a day, seven (7) days a week, including holidays, and that personnel will be subject to call at any and all times. The Towing Company further guarantees that, for at least 95% of all calls, it will be at the requested location within the City limits within twenty (20) minutes from the time the Towing Company receives a call requesting that a wrecker be dispatched. It further guarantees that in the remaining 5% of calls, a wrecker will be at the location within thirty (30) minutes. Compliance with this requirement will be calculated on a calendar month basis. Further, the City reserves the right to charge the towing company for the cost of city services incurred as a result of the delayed response.
- f) The Towing Company shall answer expeditiously all calls from the Holly Hill Police Department, or other City representative, for on-scene service at accidents and shall immediately remove all obstructions caused by accidents even if actual towing is not required (cleanups). In this event, the City shall pay the Towing Company \$25.00 for this service.
- g) Upon request, the Towing Company shall provide the Holly Hill Police Department with reasonable assistance in the examination of vehicles stored by the Towing Company. Such assistance shall include the availability and use of a wrecker at the storage site for the moving of vehicles to be examined by the Police. Any vehicles towed by the Police Department, within a 50-mile radius of Holly Hill City Hall, marked as evidence in a criminal case or marked as "pending seizure" in a civil case shall be towed at no charge. For these types of vehicles beyond the 50 mile radius, the loaded per mile charge for each mile beyond the 50 mile radius shall be as follows:

Class A	\$1.50
Class B	\$2.50
Class C	\$3.50

h) Definitions: As used in this article, the following words and terms shall have the meaning respectively ascribed:

1. **Immobilization** shall mean the installation of a boot or similar device on a vehicle on private property for the purpose of making it unmovable.

2. **Consensual towing** shall mean the property owner is consenting to the towing of the vehicle by the Towing Company.
3. **Nonconsensual towing** shall mean the removal and storage of wrecked or disabled vehicles from an accident scene or the removal and storage of a vehicle in the event the owner or operator is incapacitated, unavailable, or otherwise does not consent to the removal of the vehicle, excepting, however, all incidents of "trespass towing" as herein below defined.
4. **Property owner** shall mean that person who exercises dominion and control over a parcel of real property, including but not limited to the legal title holder, lessee, a resident manager, a property manager or other agent who has legal authority to bind the owner. A person providing a towing service may not be appointed as an agent for a property owner.
5. **Tow** shall mean to haul, carry, pull along, or otherwise transport or remove a vehicle by means of another vehicle.
6. **Trespass towing** shall mean towing or removal of a vehicle, without the consent of the vehicle's owner or operator, as such is authorized by F.S. § 715.07, when that vehicle is parked on private real property.
7. **Wrecker** shall mean any truck or other vehicle which is used to carry, tow or otherwise transport vehicles and which is equipped for that purpose with a boom, winch, car carrier, or similar equipment. "Wrecker" shall include the person or firm owning, operating, and/or controlling the wrecker vehicles.

3. PAYMENT TO THE CITY

In consideration of the Towing Company being called by the City for the term as provided in Section 3 below, the Towing Company shall pay to the City, beginning January 1, 2021 the sum of \$59,578.53, payable in equal monthly installments of \$1805.41 for a period of thirty-three (33) months so long as this Agreement is in effect.

4. TERM

- a) The term of this Agreement shall be for a thirty-three (33) month period beginning January 1, 2021 and ending September 30, 2023. Extension - the City shall have the option of extending this contract, based upon satisfactory performance by the Towing Company, for two additional twelve-month periods: The first of these two additional twelve-month periods to be given consideration beginning on October 1, 2023 and ending on September 30, 2024, and the second beginning on October 1, 2024 and ending on September 30, 2025. Any adjustments in the maximum wrecker fees allowed and monthly payments to the City may also be considered at these times. The option for an extension(s) is solely for the benefit of and at the sole discretion of the City. Towing Company shall not have any right to an extension.

- b) It is further understood by the parties to this Agreement that in the event the Towing Company is unable to respond to a call during the term of this contract, with one of its own wreckers, it is still responsible for providing a wrecker. It may utilize a wrecker from any other wrecker company in the County, in such cases; the substitute wrecker must comply with the terms agreed upon herein.

5. RATE CHARGED OWNERS

- a) In consideration for the services to be provided by the Towing Company under the terms of this Agreement, the Towing Company may charge the owner of the vehicle being towed or stored the rates listed below, provided that:

1. The City shall not be liable in the event of nonpayment by the owner of the vehicle being towed.
2. The towing/servicing of City owned/leased vehicles follows the specifications outlined previously in 1 (c).

- b) The maximum rates for towing a vehicle, for the storage of a towed vehicle or for the rendition of other services involving the use of a wrecker or other customary towing services when the point of origin of the tow or such services is within the boundaries of Holly Hill shall be as follows:

1. *Class A vehicles (gross vehicle weight rating at 9,999 pounds or less or a vehicle carrying a vessel 15 feet or less in length):*

a. Trespass tow (flat rate):	\$125.00
b. Consensual/Nonconsensual tow:	\$125.00
c. Consensual/Nonconsensual tow, per mile over initial ten miles, per full extra mile:	\$3.00
d. Consensual/Nonconsensual tow, time beyond initial 30 minutes at scene, 15-minute block:	\$25.00
e. Trespass or consensual/nonconsensual tow daily storage per day, inside storage	\$25.00
f. Immobilization:	\$75.00
g. Outside storage, per day:	\$20.00

2. *Class B vehicles (gross vehicle weight rating at 10,000 pounds or more, but less than 19,500 pounds or vehicle carrying a vessel more than 15 feet, but less than 22 feet in length):*

- | | |
|--|----------|
| a. Trespass tow (flat rate): | \$250.00 |
| b. Consensual/Nonconsensual tow: | \$250.00 |
| c. Consensual/Nonconsensual tow, per mile over initial ten miles, per full extra mile: | \$4.00 |
| d. Consensual/Nonconsensual tow, time beyond initial 30 minutes at scene, per 15-minute block: | \$50.00 |
| e. Trespass or consensual/nonconsensual tow daily storage per day, inside storage: | \$30.00 |
| f. Immobilization: | \$75.00 |
| g. Outside storage, per day | \$25.00 |

3. *Class C vehicles (gross vehicle weight rating at 19,500 or more pounds, but less than 25,000 pounds or vehicle carrying a vessel more than 22 feet in length):*

- | | |
|--|----------|
| a. Trespass tow (flat rate): | \$375.00 |
| b. Consensual/Nonconsensual tow: | \$375.00 |
| c. Consensual/Nonconsensual tow, per mile over initial ten miles, per full extra mile: | \$5.00 |
| d. Consensual/Nonconsensual tow, time beyond initial 30 minutes at scene, per 15-minute block: | \$75.00 |
| e. Trespass or consensual/nonconsensual tow daily storage per day, inside storage: | \$60.00 |
| f. Outside storage, per day: | \$55.00 |

4. *Class D vehicles (gross vehicle weight rating at more than 25,000 pounds):*

- | | |
|----------------------------------|----------|
| a. Trespass tow (flat rate): | \$500.00 |
| b. Consensual/Nonconsensual tow: | \$500.00 |

- | | | |
|----|---|----------|
| c. | Consensual/Nonconsensual tow, per mile over initial ten miles, per full extra mile: | \$6.00 |
| d. | Consensual/Nonconsensual tow, time beyond initial 30 minutes at scene, per 15-minute block: | \$100.00 |
| e. | Trespass or consensual/nonconsensual tow daily storage per day, inside storage: | \$60.00 |
| f. | Outside storage, per day: | \$55.00 |
- c) An additional daily storage fee, as set forth above, may be charged for any vessel, trailer or other mobile item, whether motorized or not, which is mounted on wheels and attached to a towed vehicle.
- d) The maximum rates established in subsection 4 b) 1, 2, 3, and 4, listed above shall be a flat fee which shall be all-inclusive and, by way of illustration, no additional charges shall be made for:
1. Any fees for special equipment or services such as double hook-up, vehicle entry when locked, dropping transmission linkage, axle or drive shaft removal, dollies, trailer or flat bed, lifts, slim jims, go jacks, removing bumpers, airing up brakes, and mileage, other than those specified in the rate schedule;
 2. Time spent at the scene of the tow, other than those specified in the rate schedule;
 3. Release fees during normal business hours (Monday—Friday, 8:00 a.m.—6:00 p.m.);
 4. Access fees to allow the owner or the owner's representative to remove personal property or examine the vehicle;
 5. Yard fees, set-out fees, or gate fees for allowing the owner or any tow company designated by the owner or his insurance company to take custody of and remove the vehicle from the impound area;
 6. Fuel surcharge fees;
 7. Storage for the first twelve hours.
- e) No other fees of whatever kind may be charged for services rendered during the first 12 hours that the vehicle is in the possession of the wrecker, beginning from the time the vehicle is delivered to the storage facility, except as specifically provided herein.

An administrative fee for compliance with statutory notice requirements may be charged after the first 48 hours so long as the wrecker service has actually complied with the requirements of F.S. § 713.78, including execution and mailing of the lien notice. The fee must be based on actual costs for such compliance. Further, a "tarpaulin fee" in the amount of \$15.00 may be assessed when the towing service reasonably finds it necessary to install and maintain tarpaulin coverage on any class A stored vehicle in order to protect the interior accessories or upholstery of such vehicle from damage by inclement weather. Tarpaulin fees for coverage of any other class vehicle must be reasonable and based on actual costs.

- f) An after-hours (Monday—Friday, 6:00 p.m.—8:00 a.m., Saturday and Sunday and national holidays) release fee not to exceed \$35.00 may be charged.
- g) The above rates shall remain consistent with Volusia County Ordinance 118-98 for the duration of this agreement to include any extensions. Additionally, if the Volusia County Ordinance is modified, the City and Towing Company agree to follow the modified County Ordinance. Item 4. e) of this Agreement varies from County Ordinance 118-98 and shall remain at 12 hours for the duration of this Agreement even if the County modifies Ordinance 118-98.
- h) The Towing Company agrees to tow abandoned or lost vehicles at no charge to the City and City shall surrender all salvage rights, if any, to the vehicle to Towing Company and shall retain no liens upon the vehicle.
- i) No other charges or fees, other than those specified and authorized in this schedule, and applicable sales tax are allowed for towing or storage services provided under this Agreement.

6 RATES CHARGED THE CITY

In consideration for the services to be provided by the Towing Company under the terms of this Agreement, the Towing Company will provide the City with wrecker services for City vehicles as outlined previously in 1(c).

7. PROHIBITED CHARGES

The services called for in Section 1 of this Agreement entitled SERVICES TO BE PERFORMED BY TOWING COMPANY shall be provided at no cost to the owner of the towed vehicle or City whenever the City determines that the vehicle was towed in error at the request of the City.

8 SALVAGE RIGHTS

In consideration for the services to be provided by the Towing Company, under the terms of this Agreement, the City hereby grants the Towing Company all salvage rights that may be permitted by law on any vehicle which may be towed pursuant to this Agreement and as specifically outlined

in 3(b), excluding those vehicles seized and held for possible forfeiture by the City. The City does not guarantee that the City has any salvage rights nor that by this grant the City is transferring any salvage rights to the Towing Company. The City will not be charged towing charges or storage fees for temporary storage in cases of vehicles seized for forfeiture. Prior to releasing a seized vehicle to the owner, the owner must pay the Towing Company for the towing and/or storage fees and present the City with a paid receipt from Towing Company.

9. STORAGE FACILITIES

The Towing Company shall maintain a primary storage garage and/or outside storage facility complying with applicable city code ordinances, including all related building and zoning regulations. Such storage facility shall:

- a) Contain a minimum of two hundred (200) spaces, measuring 9 feet by 19 feet each, in an area, which is completely fenced.
- b) Have available a minimum of two (2) spaces inside a building for the storing of vehicles which require police processing. These spaces shall be maintained to provide protection from the weather and security from the general public for vehicles, which require police processing.
- c) Be located within seven (7) miles of Holly Hill city limits.
 1. The Towing Company shall have an employee on duty at said primary storage facility, or upon immediate call to the facility, twenty-four (24) hours a day, seven (7) days a week, including holidays.
 2. Said storage facilities shall be subject to inspection and shall be approved by the City prior to the award of any contract. Storage facilities shall be subject to periodic inspections at any time during the term of this Agreement when deemed necessary by the City to insure compliance with this contract. Notice of any discrepancies or deficiencies in contract compliance found by the City shall be submitted to the Towing Company in writing, and the Towing Company shall remedy the same within fifteen (15) days of receipt of such notice. Upon failure of the Towing Company to remedy the deficiencies in contract compliance, action may be taken by the City pursuant to Section 24 herein.
 3. Vehicles, which have been marked "HOLD" for investigative purposes by the Police Department, shall be held at the storage facility, unless indicated otherwise, for whatever period of time necessary to properly process the vehicle and finish the investigation, at no charge to the City. Personnel of the Holly Hill Police Department shall be permitted access to such vehicles at any time.

Vehicles stored in enclosed areas shall be secured from access by unauthorized persons. The Towing Company shall take reasonable steps to protect all stored vehicles and their contents from theft and damage.

10. WRECKER EQUIPMENT AND WRECKER COMPANY PERSONNEL

- a) The Towing Company shall, during the term of this Agreement, own or lease a minimum of four (4) wreckers to provide the services called for by this Agreement. The wreckers must include: two (2) Class "A" wreckers; one (1) Class "C" wrecker; and one (1) rollback. The wreckers of the Towing Company shall meet the requirements and specifications established and set forth in the current Florida Highway Patrol Rules and Regulations for Wreckers.
- b) Said wreckers shall be of a recognized commercial make and shall have a wrecker winch (chassis) and truck towing capacity suitable for the removal and transportation of the various types of motor vehicles contemplated by this Agreement without damage to such vehicles and without undue interference with the flow of traffic.
- c) No owner, partner, employee, or agent of the Towing Company shall have been convicted, entered a plea of "no contest", entered into a "Differed Prosecution Agreement" with the State Attorney's Office, or have any pending criminal charges, of any felony or a misdemeanor directly relating to the business or operation of a Towing Company – regardless of whether civil rights have been restored.
- d) The Towing Company shall not hire or retain any wrecker driver, permanently or temporarily, who has been convicted of the offense of driving under the influence of alcohol or any controlled substance or chemical substance to the extent that normal faculties are impaired or driving with an unlawful blood alcohol level, or of any criminal traffic offense.

11. RADIO AND TELEPHONE COMMUNICATIONS

The Towing Company shall provide a two-way radio communications system between their office and all tow trucks operated by the Towing Company. The Towing Company shall maintain a direct telephone line for incoming Police calls.

12. NON-EXCLUSIVENESS OF SERVICE

The Towing Company agrees that the owner or person in possession of any vehicle which has been incapacitated shall have the opportunity of contacting a wrecker or tow company of his or her own choice if the disabled vehicle does not create a hazardous condition and a reasonable response time

can be expected. Said person, at the accident or place of incapacity, shall be given the opportunity of having such vehicle towed to a location other than the storage facility of the Towing Company.

13. BENEFITS FROM REPAIRS PROHIBITED

The Towing Company shall not benefit directly or indirectly, without the express written consent of the owner of the vehicle, or the owner's designated representative, from any motor vehicle repair or painting with respect to vehicles towed and/or stored by the Towing Company under the terms and provisions of any agreement between the City and the Towing Company. Any such agreement between the Towing Company and the owner shall state the repairs/painting to be done as well as the price and terms of payment therefore.

14. LIABILITY OF TOWING COMPANY

The liability of the Towing Company for any towed vehicle and all property contained therein shall commence at the time a wrecker is hooked to any vehicle to be towed. The Towing Company or its employee, representative, or agent shall inventory all personal property contained in the vehicle to be towed or endorse the inventory prepared by the Police Officer in charge.

15. PERSONAL PROPERTY IN VEHICLES

To the extent provided by law, the Towing Company shall be accountable and liable for damage or loss to all personal property in the vehicles towed and for all vehicle accessories. Personal property situated in a vehicle stored by the Towing Company shall not be disposed of to defray any charges for storage or towing of the vehicle, except as provided by law. All such personal property must be returned at once, unless directed otherwise by the City, to the owner or person entitled to legal possession thereof upon proper proof of ownership or right to possession. The determination of the owner or person entitled to legal possession shall be made by the Towing Company. Should the Towing Company release any personal property, the owner or person entitled to possession thereof shall receipt the Towing Company for the same.

16. RELEASE OF THE VEHICLE

The Towing Company agrees to release any vehicle, which has not been marked "HOLD" to the proper owner, or person entitled to possession of the vehicle. The tow company will release the vehicle to the owner of the vehicle or the person that was in custody of the vehicle at the time of the tow. It will be presumed that said person was in custody of the vehicle if the person has the car key for said vehicle. Any vehicle, which has been marked "HOLD" by the Holly Hill Police Department, cannot be released without prior authority from the Police Department. The Towing Company shall require proper proof of ownership or right to possession before releasing a vehicle, and the Towing Company shall be given a receipt for the vehicle.

17. POSTING CHARGES AND ACCEPTANCE OF CREDIT CARDS

The Towing Company shall prominently post a sign at the storage facility in such a manner that it is conspicuous to the public, which lists the charges to be imposed upon persons whose vehicles are towed pursuant to this Agreement. As to such persons, the Towing Company shall not impose any charges that exceed such posted or listed amounts. If the tow company accepts payment by credit card in any aspect of its business operations, then the tow company must accept credit cards as payment for city authorized tows and storage. The credit card payment must be accepted for every item charged for the release of the vehicle.

18. ITEMIZED STATEMENTS

Should any owner or person entitled to possession of a towed and/or stored vehicle seek to reclaim the same from the Towing Company, the Towing Company shall provide such owner or such person offering title to possession with an itemized statement of all charges relating to the towing and storage of such vehicle.

19. INDEMNIFICATION

The Towing Company shall indemnify and hold harmless the City of Holly Hill and its agents, officers and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the work provided that the claim, damage, loss and expense is caused in whole or in part by any negligent act or omission of the City, the Towing Company, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

20. INSURANCE

a) Required Insurance:

The Towing Company shall purchase and maintain, at its own expense, the following types and amounts of insurance, in form and companies satisfactory to the City:

1. Workers' Compensation Insurance:

Workers' Compensation Insurance for all employees of the Towing Company connected with the work, which is the subject of this Agreement. The insurance required by this provision shall comply fully with the Florida Workers' Compensation Law and include Employers Liability Insurance with limits of not less than \$500,000 per occurrence. No class of employee, including the Towing Company itself, if an individual, shall be excluded from the Workers' Compensation coverage.

2. Liability Insurance:

General Liability Insurance, including coverage for operations, products - completed operations, and personal injury insuring the Towing Company and any other interests, including but not limited to any associated or subsidiary companies involved in the work.

Automobile Liability Insurance which shall insure claims for damages because of bodily injury or death of a person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Towing Company for the work which is the subject of this Agreement. The Liability Insurance shall include contractual liability insurance applicable to the Towing Company's obligations under Paragraph 18 of this Agreement.

The Liability Insurance shall name the City of Holly Hill as an additional insured. The General and Automobile Liability Insurance shall each have a limit of liability of no less than \$500,000 for injury or death and no less than \$1,000,000 for injury or death to two or more persons as a result of any one occurrence and no less than \$250,000 for property damage to one or more persons as a result of any one occurrence, or in lieu thereof, a combined single limit for bodily injury and property damage of no less than \$1,000,000. If insurance coverage is provided with a general aggregate, then the aggregate shall be in an amount of no less than \$2,000,000. The limit of liability for personal injury shall be no less than \$1,000,000 and the limit of liability for contractual liability shall be no less than \$1,000,000.

3. Garage Keepers Legal Liability Insurance:

Garage Keepers Legal Liability Insurance in an amount reasonably sufficient to protect the owners of any and all vehicles towed or stored by the Towing Company, pursuant to this Agreement, from loss or damages to such vehicle on account of such removal or storage. The insurance may be provided with a deductible in an amount deemed acceptable to the City Manager.

b) Proof of Insurance

The Towing Company shall furnish proof of insurance acceptable to the City prior to or at the time of execution of the Agreement and the Towing Company shall not commence work under this Agreement until all the insurance required under this Agreement has been obtained and filed with and approved by the City. The Towing Company shall furnish evidence of all required insurance in the form of certificates of insurance which shall clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates, and shall contain the following language as to cancellation:

- c) In the event of cancellation of this policy by the insurer or any insured, this company shall give not less than thirty (30) days advance written notice to:

City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

- d) If requested by the City, the Towing Company will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City. The Towing Company shall file replacement certificates thirty (30) days prior to expiration or termination of the required insurance occurring prior to the expiration of this Agreement. In the even such insurance shall lapse, the City expressly reserves the right to renew the insurance at the Towing Company's expense.

21. RECORDS, BOOKS, AND PAYMENT

The City reserves the right, during normal business hours, to inspect and audit the Towing Company records pertaining to service provided under this Agreement. All records must be maintained at one central location as provided hereinafter. Additionally, the monthly sum payable to the City by the Towing Company will be submitted to the office of the City Finance Director on the first day of each month for the duration of this contract, along with information contained in subparagraph (b) below. The Towing Company shall maintain for one (1) year following the towing of any vehicle towed under authority of the Police Department the following records of such tow:

- a) Where the vehicle was towed from; the date towed; the driver who towed the vehicle; where it was towed to; a complete description of the vehicle; the name and address of the registered owner; the disposition of the vehicle; the date the vehicle was released or disposed of; and all correspondence sent or received concerning said vehicle.
- b) The Towing Company shall be required to submit a list of all vehicles towed under authority of the Police Department by the seventh (7th) day of each month for the previous month services, describing each vehicle by Make, Year, Model, VIN, Tag Number, Towing/Storage charges, invoice of the towed vehicle, method of payment by vehicle owner, vehicle owner name, address, and telephone number for auditing purposes.

- c) The Towing Company shall be required to pay a 15% late payment penalty for any required monthly payment received after the close of business on the 15th day of each month for the duration of this contract.

22. RIGHT TO CANCEL SERVICE CALL

The City shall have the right to cancel a request for Towing Company services until the time the wrecker arrives on the scene, and there shall be no charge to the City or the vehicle operator/owner. When a wrecker is to be canceled, it must be canceled over the police radio prior to the wrecker's arrival on the scene. The term "arrives on the scene" is construed to mean that the responding wrecker has arrived within the close physical proximity of the vehicle to be towed and the wrecker has stopped in preparation to perform the towing service.

23. COMPLIANCE WITH LAWS

The Towing Company agrees to and shall comply with all applicable provision of the Florida Statutes, including Section 316.530, and all applicable City ordinances.

24. CASH BOND

Prior to the effective commencement date of this Agreement, the Towing Company shall deliver cash or check in the amount of 1/33rd of the total contract to be placed with the City upon award of the contract in the event:

- a) The Towing Company fails to provide wrecker service required by this Agreement, for the purpose of defraying costs incurred by the City in making adequate arrangements for the removal of vehicles.
- b) The Towing Company breaches the terms of this Agreement and it is terminated by the City as provided in Section 24 entitled BREACH OF AGREEMENT, for the purpose of defraying the cost of re-bidding this Agreement.

25. RIGHTS AT LAW RETAINED. The rights and remedies of the CITY, provided for under this agreement, are in addition and supplemental to any other rights and remedies provided by law.

26. MODIFICATIONS TO AGREEMENT. The Agreement and any exhibits amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

27. BREACH OF AGREEMENT

- a) The City may, by written notice to the Towing Company, terminate this Agreement in whole or in part, at any time, either for the City's convenience or because of the failure of the Towing Company to fulfill its Agreement obligations. Upon receipt of such notice, Towing Company shall immediately discontinue all services affected, unless the

- notice directs otherwise, and deliver to the City all data, drawings, specifications, reports, estimates, summaries and any and all such other information and materials of whatever type or nature as may have been accumulated by the Towing Company in performing this Agreement, whether completed or in process.
- b) If the termination is for the convenience of the City, Towing Company shall be paid compensation for services performed to the date of termination.
 - c) If the termination is due to the failure of Towing Company to fulfill its Agreement obligations, City may take over the work and prosecute the same to completion by other agreements or otherwise. In such case, Towing Company shall be liable to City for all reasonable additional costs occasioned to the City thereby. Towing Company shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the Towing Company; provided, however, that Towing Company shall be responsible and liable for the actions of its subcontractors, agents, employees, persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of City in 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 any fault or negligence of the Towing Company.
 - d) If after notice of termination for failure to fulfill its agreement obligations it is determined that Towing Company had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of City. In such event, adjustment in the Agreement price shall be made as provided for in subsection (b) of this Section.
 - e) The rights and remedies of City provided in this section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.
 - f) It shall be the right of the City Manager and any officials of the City which he may designate to observe closely the wrecker service operations and if, in the opinion of the City Manager, there has been a breach of contract, the City Manager shall so notify the Towing Company, in writing, specifying the manner in which there has been a breach of contract. If, within a period of seven (7) days, the Towing Company has not eliminated the condition considered to be a breach of contract to the satisfaction of the City Manager, the City Manager may make a recommendation to the City Commission that the agreement be terminated. The termination shall be placed on the agenda of a City Commission meeting and the Towing Company shall be given notice of the agenda item. If the City Commission finds that the Towing Company breached the Agreement, the City Commission may declare the Agreement terminated immediately and the cash bond forfeited.
 - g) In addition to terminating this Agreement, the City may recover from the cash bond all administrative costs as provided by Section 23 of this Agreement.
 - h) The City may, if it so elects pursue any other remedies provided by law for breach

of this Agreement or any of its terms, covenants, conditions, or stipulations. No

right or remedy herein conferred upon or reserved to the City or Towing Company is intended to be exclusive of any other right or remedy, and each and every right and remedy given hereunder, or now or hereafter existing at law or at equity or by statute.

28. MISLEADING, DISHONEST AND ILLEGAL PRACTICES

The Towing Company warrants that it has not and will not engage in any misleading, dishonest, or illegal practices with regard to the operation of its business operations, including but not limited to vehicles towed pursuant to this Agreement, or any other agreement with the City, and shall charge owners of vehicles towed pursuant to this Agreement only those amounts permitted under this Agreement for those services covered by this Agreement. In the event that an overcharge or other violation covered by this paragraph is reported to the City, the City shall promptly notify the Towing Company of the alleged violation. If a satisfactory explanation is not received by the City within twenty-four (24) hours from the Towing Company, or the violation is not otherwise remedied and assurances given that similar violations will not occur in the future, within the twenty-four (24) hour period the violation may be reported to the City Commission for cancellation of this Agreement or other appropriate action as provided by Section 24 herein.

29. Public Records Law:

IF THE TOWING CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

The Towing Contractor shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Towing Company does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Towing Contractor or keep and maintain public records required by the City to perform the service. If the Towing Contractor transfers all public records to the City upon completion of the contract, the Towing Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Towing Contractor keeps and maintains public records upon completion

of the contract, the Towing Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

30. MISCELLANEOUS

- a) The descriptive headings appearing in this Agreement are for convenience only and are not to be construed either as a part of the terms and conditions hereof or as any interpretation thereof.
- b) The bid documents and specifications, attached hereto, are made a part of this Agreement.
- c) It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship of co- partner or joint ventures between the parties hereto or as constituting the Towing Company as agent or representative of the City for any purpose or in any manner whatsoever.
- d) The Towing Company shall not assign this Agreement and its rights hereunder, in whole or in part, except with the prior written consent of the City.
- e) This Agreement shall be governed by the laws of the State of Florida.
- f) Venue for any legal proceedings regarding this Agreement shall be in Volusia County, Florida.
- g) In the event either party is required to file suit to enforce this Agreement, the prevailing party shall be reimbursed reasonable attorneys' fees and costs.

The undersigned parties, being fully advised of the above terms and conditions, do hereby freely and voluntarily execute this Renewal.

City of Holly Hill, Florida

By: _____

Title: _____

Date: _____

Attest:

Valerie Manning, City Clerk

Wrecker Service:

By: ABalbra

Title: Treasurer

Date: 11/2/2020

Attachment: Arrow Towing contract Bid #2020-PD-02 (3138 : Towing Service Contract)



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

5.6

**City Commission
Agenda Item**

MEETING DATE: December 8, 2020
FROM: Stella Gurnee
SUBJECT: Employee Benefit Programs Agent of Record Request for
Qualifications (RFQ) 2021-HR-01 Award Recommendation
NUMBER: (ID # 3137)
APPLICANT:
PLANNER:

DISCUSSION:

The city's current contract with Brown & Brown for agent of record services is set to expire at the end of December. City staff issued an RFQ for agent of record services for a new contract for these services and had two respondents. Brown & Brown, and Acentria Public Risk. The evaluation committee reviewed and unanimously made the following rankings:

- 1) Brown & Brown
- 2) Acentria Public Risk

After review the Review Committee feels that based on the criteria established in the RFQ that Brown & Brown submittal more closely meets the needs of the City of Holly Hill. This recommendation is based primarily on a higher level of municipal experience, demonstrated financial capability and a larger number of rankings as a preferred vendor status among insurance providers (both medical and ancillary programs).

The local Vendor Preference as adopted in the Purchasing Policy Resolution 2018-30, Section K 2.44 states:

"A local vendor would be interpreted as a bidder, which as of the date of the bid opening, has a valid Business Tax Receipt (BTR) issued by the City of Holly Hill to do business in the City of Holly Hill which authorizes the vendor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Holly Hill from which the vendor operates or performs business. A Post Office Box cannot be used to establish physical address."

Therefore, neither vendor is eligible for Local Vendor Preference.

FISCAL

ANALYSIS:

The proposed amount of \$35,000 from Brown and Brown is the current budgeted annual amount. While Acentria's proposed annual fee was \$28,500, the overall ranking considering all

evaluation criteria showed Brown and Brown as the highest ranked Firm.

STAFF

RECOMMENDATION:

Award the agent of record services contract to Brown and Brown.

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.

MOTION:

Authorize the City Manager to execute the agreement for agent of record services with Brown & Brown Insurance.

- Brown & Brown Agent of Record Services for Employee Benefit Programs RFQ 2021-HR-01 (PDF)
- Acentria Public Risk - RFQ 2021-HR-01 - Holly Hill (PDF)
- RFQ 2021-HR-01 Addendum No 2 (PDF)
- RFQ 2021-HR-01 Addendum No. 1(PDF)
- Employee Benefit Services - RFQ 2021-HR-01 (PDF)
- RFQ 2021-HR-01 Selection Review Committee Ranking (PDF)

Copy



REQUEST FOR QUALIFICATIONS
RFQ 2021-HR-01
City of Holly Hill

PROJECT NAME:

Agent of Record Services for
Employee Benefit Programs

BID BOND REQUIRED: NO
PERFORMANCE BOND REQUIRED: NO

The City of Holly Hill requests qualifications for Agent of Record Services for Employee Benefits Programs effective January 1, 2021. All responses should include one (1) original, which shall be clearly marked as the original, three (3) copies and electronic fully complete copy in pdf format on a thumb drive.

Refer all technical questions regarding this bid to:

Diane Cole
Human Resources Manager
1065 Ridgewood Avenue
Holly Hill, FL 32117

RFQ CLOSING DATE: November, 17 2020

RFQ CLOSING TIME: 2:00 PM

All submittals must be received prior to the date and the time shown above.

REQUEST FOR QUALIFICATIONS

The following must be completed, signed, and returned as part of your submittal. Submittals will not be accepted without this form, signed by an authorized agent of the bidder, and delivered by bid closing date and time.

COMPANY NAME: Brown & Brown of FL
 MAILING ADDRESS: 220 S. Ridgewood Ave.,
 CITY, STATE, ZIP: Daytona Beach, FL 32114
 FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 59-0691921
 TELEPHONE NUMBER: 864-918-1353 FACSIMILE NUMBER: 386-323-5188
 EMAIL: jscott@bbdaytona.com

PRIMARY CONTACT INFO FOR CONTRACT MANAGEMENT: Employee Benefits Program

NAME: Jessica Scott
 MAILING ADDRESS: 220 S. Ridgewood Ave.
 CITY, STATE, ZIP: Daytona Beach, FL 32114
 TELEPHONE NUMBER: 864-918-1353 FACSIMILE NUMBER: 386-323-5188
 EMAIL: jscott@bbdaytona.com

I CERTIFY THAT THIS SUBMITTAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A SUBMITTAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS REQUEST FOR QUALIFICATIONS AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS REQUEST FOR QUALIFICATIONS FOR THE BIDDER.

AUTHORIZED SIGNATURE: [Signature]
 TYPED OR PRINTED NAME: Steve Farmer
 TITLE: EVP
 DATE: 11/13/2020

INTRODUCTION: The City of Holly Hill is seeking submittals from established qualified Insurance Agents of Record to service the City's Employee Benefits Programs. The Agent of Record selected will be responsible for performing all services as outlined in the scope of services in response to this RFQ. This RFQ is for Agent of Record services only. It is not a request for quotes.

Section A: Information to Proposers

A.01 Opening date time and location

Submittals must be received by the City of Holly Hill no later than **2 PM** on **November 17, 2020** in order to be considered. The names of the firms submitting submittals will be read aloud at this time. All interested parties are invited to attend this opening.

A.02 Submittal information

Copies of the submittal documents may be requested directly from the City Clerk's office at the City of Holly Hill. If you have any questions regarding this submittal, please contact Diane Cole at the City of Holly Hill.

Address: 1065 Ridgewood Avenue
Holly Hill, FL 32117

Phone number: (386) 248-9440

E-mail: dcole@hollyhillfl.org

Fax number: (386) 248-9498

A.03 Submittal form delivery requirements

Any submittal received after the stated time and date will not be considered. It shall be the sole responsibility of the proposer to have their submittal delivered to the City of Holly Hill for receipt on or before the stated time and date. The City of Holly Hill is not responsible for the submittals sent via US Mail. Submittals delayed by mail will not be considered nor opened.

A.04 Clarification & Addend

Each proposer shall examine all requests for submittal documents and shall judge all matter relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the request for qualifications shall be made, in writing, through the Human Resources Department. Requests for information will be accepted up to five (5) business days prior to the RFP opening date. The City shall not be responsible for oral interpretations given by any City employee, representative or others. The issuance of written addendum is the only official method whereby interpretation, clarification or additional information can be given. The City will make every reasonable attempt to notify all bidders of any

issued addenda however, it shall be the sole responsibility of each proposer, prior to submitting their submittal, to contact the City of Holly Hill to determine if addenda were issued and to make such addenda a part of the submittal.

A.05 Sealed and Marked

One original signed submittal, signed in blue ink, along with one (1) signed original, three (3) copies and 1 electronic copy on thumb drive of the submittal shall be submitted in (1) sealed package. The package must be clearly marked on the outside "REQUEST FOR QUALIFICATIONS" RFQ 2021-HR-01 Agent of Record for Employee Benefit Programs: Addressed to the City of Holly Hill.

A.06 Legal Name

Submittals shall clearly indicate the legal name, address and telephone number of the proposer (company, firm and partnership, individual.) Submittals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the proposer to the submitted submittal.

A.07 Submittal Expenses

All expenses for the preparation and submission of submittals to the City of Holly Hill are to be borne by the proposer.

A.08 Examination of Offer

The examination and evaluation of the submittals may require a minimum period of ten days from the date of opening of the submittals.

A.10 Reserved Rights

The City reserves the right to accept or reject any and or all submittals, to waive the irregularities and technicalities as long as such waiver would not adversely affect competitive bidding by placing a bidder in a position of advantage over other bidders or by otherwise undermining the intent of competitive bidding or to request resubmission. The City shall select the submittal that is in the best interest of the city as determined in the City's sole discretion and its decisions shall be final. The City reserves the right to make such investigations as it deems necessary in order to determine the ability of any proposer to perform the services requested. Any additional information the City deems necessary to make this determination shall be provided by the proposer.

A.11 Applicable Laws

Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida, Ordinances and regulations of the City of Holly Hill will apply to any resulting agreement.

A. 12 Form Agreement

Attached hereto marked as Exhibit "B" is a form agreement that the selected Agent of Record will be expected to execute. By submitting a submittal all bidders agree to the terms and conditions of the said form agreement.

A.13 Collusion

By offering a submission to this Request for Qualifications, the proposer certifies the proposer has not divulged to, discussed or compared his submittal with other proposers and has not colluded with any other proposer or parties to this submittal whatsoever.

A.14 Submittal Forms

Submittals must be submitted on the forms provided and in the format specified in this Request for Qualifications.

A.15 Public Entity Crimes

In accordance with Section 287.133, Florida Statutes, 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 submittal to a public entity to perform work as a contractor, supplier, subcontractor, or Agent of Record 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, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

A.16 Assignment

Agent of Record, his/her assigns or representative, shall not enter into any agreements with third parties to delegate any or all of the responsibilities or rights herein set forth without prior written approval of the City.

A.17 Prime Firm Responsibilities

The selected Agent of Record will be required to assume responsibility for all services offered in their submittal.

AGENT OF RECORD SERVICES FOR EMPLOYEE BENEFIT PROGRAMS

Section I. PROJECT DESCRIPTION

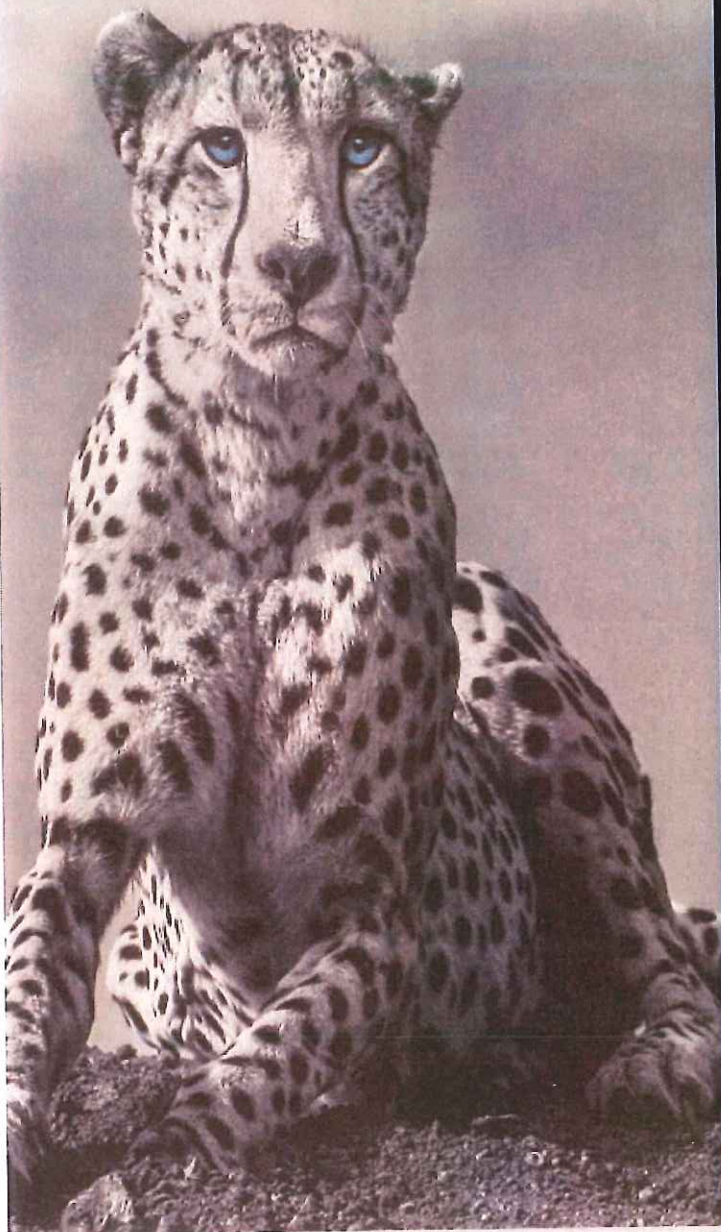
The City of Holly Hill is requesting submittals from qualified firms to provide Agent of Record Services for the Employee Benefit Programs. The benefit programs include Medical, Dental, Vision, Life, and Voluntary Benefit Services.

Section II. SCOPE OF SERVICES

The City of Holly Hill is seeking a qualified Agent of Record for the purpose of reviewing and evaluating ongoing employee benefit programs to assure such programs are complying with all Federal, State, and Local rules. The Agent of Record will be expected to assess cost effectiveness of such programs, offer alternatives for evaluation, and recommend changes that are in the best interest of the City of Holly Hill. Employee benefit programs include Medical, Dental, Vision, Life, and Voluntary Benefit Services. The Agent of Record will advise on current trends or innovative programs that may be of interest to or benefit the City of Holly Hill employee benefit programs. The City of Holly Hill reserves the right to add, modify, or delete coverages as determined to be in the best interest of the city. All coverages are to be proposed to the City net of commission. Included within the scope of services the Agent of Record will facilitate claim review and coverage issues as requested.

The agent of Record's firm must provide an employee self-service online portal for employees to enroll and manage benefit plans. System must provide Human Resource benefit management and reporting. System must provide Affordable Care Act (ACA) tracking, reporting, and production of Employer IRS forms 1095-C. The Request for Qualifications submission must include a summary overview of the employee self-service online portal. Please also provide the City of Holly Hill with any additional Services that your agency will provide as the Agent of Record for the Employee Benefits Program. Please do not exceed one page.

B & B Brown & Brown
INSURANCE[®]
EMPLOYEE BENEFITS



Brown & Brown

Broker Request for
Qualifications

Submitted To,
Diane Cole
Human Resource Manager
1065 Ridgewood Avenue Holly Hill,
FL 32117



Submitted By,

Jessica Scott
Senior Vice President
Brown & Brown of Florida Inc.
Est. 1939 Daytona Beach, Florida

Proposal Issued:
11.17.2020

RESPONSE AGENDA



Introductory Letter



Section I: Project Description



Section II: Scope of Services



Section III: 1-11 Questions



Section IV: Experience and Expertise



Section V: Additional Information



November 17, 2020
 Diane Cole, Human Resource Manager
 City of Holly Hill
 1065 Ridgewood Avenue
 Holly Hill, FL 32117

RE: Agent of Record Services for Employee Benefit Programs

Dear Ms. Cole and Evaluation Committee:

Thank you for the opportunity to continue our partnership with The City of Holly Hill. The Daytona Beach Headquarters of Brown & Brown, Inc. is the current insurance consultant for the City and we are honored to submit this response to the City's Request for Qualifications- RFQ 2021-HR-01-City of Holly Hill.

We have proudly served The City of Holly Hill and its employee benefits program for 15 years. Over that time, we have developed a deep understanding of the dynamics which shape the City's programmatic objectives - and we have used that knowledge to make significant enhancements to the benefits program while keeping costs below industry and market trends.

The Power of our Partnership

The Brown & Brown Team and The City of Holly Hill's Human Resources Team, in tandem with the guidance of The City's Manager and Board, have cultivated a true partnership which has allowed The City to elevate its employee benefits offerings far beyond the previous capabilities. We have enhanced the overall plan offerings, which currently include low cost urgent care clinic and primary care visits, which were negotiated to become free services in 2021. We have implemented a free Online Enrollment System (PlanSource) and COBRA services. We have offered implementation guidance, provided and reviewed public entity benchmarking data, assisted with the benefit fair, created and distributed employee benefits booklets, conducted wellness meetings with our carrier partners, and provided crucial employee communication materials.

Here are a few year-over-year highlights which further demonstrate the success of the partnership:

- **2017** – Negotiated with FHCP to keep medical rates flat and extend medical renewal from October plan year to a calendar plan year so the HSA plan deductible reset would align with the plan year.
- **2018** – Negotiated with FHCP a flat medical increase, keeping same plan designs.



- **2019** – Negotiated an overall 5% medical increase with FHCP from a double-digit initial increase, keeping plan designs the same.
- **2020** – Negotiated with FHCP to keep medical rates flat with no plan design changes. Negotiated a -20% savings on the life insurance plan by changing carriers.
- **2021** – Negotiated with FHCP to keep medical rates flat for another year with no plan design changes. The City made the decision to drop one of the medical plans, leaving 2 to be offered. Negotiated free urgent care clinic and primary care visit copays for employees on all plans. Worked with FHCP and The City Manager to create a free medication list for employees.

Brown & Brown also delivers on our complete commitment to the City staff to provide daily support in the administration of the Employee Benefits program. Examples are listed below:

- **Open Enrollment** – Brown & Brown coordinates and conducts all employee open enrollment sessions, along with preparation of custom communications to effectively educate employees of their benefit plan offerings.
- **Benefit/Wellness Fair Participation** - Employee incentivized Benefit/Wellness Fair, which offers wellness opportunities for employees to earn PTO. Brown & Brown provides gift cards to be raffled to employees for participation. We review the data collected at the Benefit Fair along with FHCP and the City to continue to find opportunities and initiatives to encourage improved employee health.
- **Free Online Enrollment / Admin System** - PlanSource Online Enrollment and Administration System. This program has helped simplify the open enrollment and eligibility process for The City's Human Resources Team. The system shows exactly what their benefit elections are and the associated costs and provides ACA reporting and direct carrier data feeds.
- **ACA Compliance** – Brown & Brown staff continuously reviews all health plans and policies to ensure compliance with the previously and currently implemented guidelines and changes pursuant to Health Care Reform Acts of 2010 (ACA/PPACA) as planning for the regulations set to be effective in the upcoming years. We continue to offer webinars, seminars and updates on the latest changes.
- **Service & Dedication** - Our dedicated service team is available to The City HR Team and all City employees during all business hours and consistently advocates for the City employees regarding complex claim issues and appeals, assisting them through resolution.



The person authorized to bind Brown & Brown in agreements and contracts is Mr. Steve Farmer. Contact information for Mr. Farmer is as follows:

Steve Farmer, Executive Vice President
220 South Ridgewood Ave
Daytona Beach, FL 32114
Email: SFarmer@bbdaytona.com
Office: (386) 239-7233

Enclosed are all required documents and information. Every effort was made to concisely provide all requested information, all required completed forms, and succinctly illustrate our understanding of the required scope of services. In addition to the previous, we have listed other services provided by or recommended by Brown & Brown.

Please consider this signed document as evidence that this proposal is in all respects fair and in good faith, without collusion or fraud.

We are available at the request of The City to participate in any oral interviews. Please feel free to contact me should you need further clarification of our proposal.

Kind regards,

A handwritten signature in blue ink, appearing to be "SFR", written over a horizontal line.

Steve Farmer
Executive Vice President

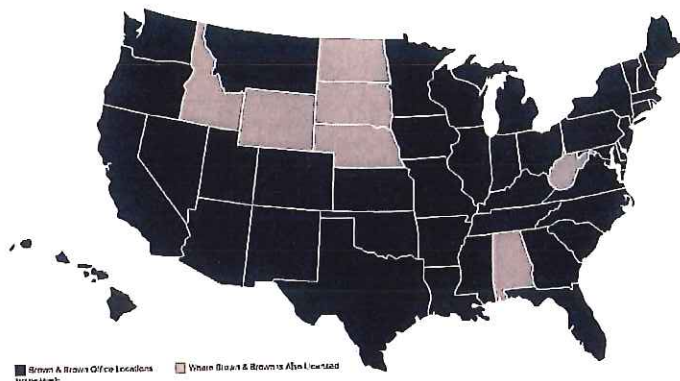


Section I: Project Description



Organizational History

Founded by the Brown family in Daytona Beach, Florida in 1939, Brown & Brown has grown into one of the largest insurance intermediaries in the world over the past 80 years. With over 10,000 employees and over 190 offices in 40 states, Bermuda and London, Brown & Brown and its subsidiaries offer a broad range of insurance and reinsurance products and services to business, public entity, individual, trade and professional association clients nationwide. Brown & Brown is a publicly traded company on the New York Stock Exchange under the stock symbol (BRO).



From the beginning, Brown & Brown has always focused on building meaningful relationships with our clients and with our communities, based on trust and service. Our core philosophy is: *Always do what's best for our clients*. It is our goal to exceed clients' expectations while maintaining the highest of professional and ethical standards.

Brown & Brown is "Built to Last" and its decentralized structure allows its offices to be proactive and to quickly react to changes according to local environments without waiting for bureaucratic approval. An important by-product of Brown & Brown's decentralized structure is that it serves to improve the quality of customer service. Each office is able to tailor its operations to fit the needs of its clients. However, we have national alignment as well. We have senior leadership dedicated solely to employee benefits, as well as a National Benefits Committee to share ideas and shape our employee benefits priorities and policies. The senior leaders and Benefits Committee sit on advisory boards of the insurance carriers and routinely meet with the insurance carriers' senior leadership teams, perform RFPs for all benefits related products and services, and are held responsible for the successful implementation of new initiatives and products.

One of our core philosophies, as communicated by Mr. J. Hyatt Brown, Chairman of Brown & Brown illustrates our culture and corporate commitment:

"The best way is almost always the most difficult way. Long term success involves conflict with those who are not disciplined or committed. Our model is designed to allow those uncommitted undisciplined people to find other companies whose focus is not forever."

CULTURE: "The People Recruiting & Enhancing Business"

Ask anyone at Brown & Brown the secret to the Company's eight decades of success, and they will give one answer: CULTURE. It is a corporate philosophy that combines bravado with old-fashioned business sense. Strive to do better than others and *hire only those who can surpass you*. Be bold but be sure you are willing to deal with the consequences. If something seems easy, it is probably wrong. **Our culture was built on two key segments centered on integrity and prideful relationships.**

Our drive to be the best has made Brown & Brown one of the largest and most respected independent insurance intermediaries in the nation, with over 80 years of continuous service. We believe that maintaining client loyalty requires *hiring people of the highest quality*. This commitment remains strong as we continually increase our budget to bring in new quality people and *invest heavily in each teammate's training*. This training begins at hire and continues throughout teammates careers, many of which last over 30 years with the company. Each person is encouraged to further their education and all job-related designations are paid for by Brown & Brown. We understand that by investing in our most valuable asset, our people, we are *consistently ahead of our competition*.

Brown & Brown's **Employee Benefits Division** has developed into one of the nation's largest with premiums in excess of \$6 billion annually. This also includes aggregate stop loss premium in excess of \$430 million. This premium affords us a distinct advantage when it comes time to negotiate the City of Holly Hill's renewal. Brown & Brown's established relationships with carriers, and our reputation, provide us with a proven ability to bring forth the most competitive rates and programs the market has to offer. We have a National Employee Benefits Leadership team comprised of Regional Presidents, a Medical Director, a Mental Health Director, Technology Team, and a Population Health Management team. We also have several consortiums specific to self-funded plans for prescription drug placement and stop loss insurance that leverage our national premium volume for enhanced terms and conditions as well as pricing. Brown & Brown's success is due largely to our ability to adapt to the demands of the marketplace and to the needs of our clients.

OUR PLEDGE

Honesty and integrity are cornerstones of the Brown & Brown (B&B®) culture. The Company's reputation depends on the conduct of its representatives. All persons who are associated with the Company are expected to conduct themselves professionally and ethically in the course of their duties, and to comply with all laws applicable to the Company's operations. At Brown & Brown we know that the price of integrity is eternal vigilance.



Number of Years in Business:

Brown & Brown has grown into one of the largest insurance intermediaries in the world over the past 80 years.

Address:

The Daytona Beach office of 345 employees is located at 220 S. Ridgewood Ave., Daytona Beach, FL 32114.

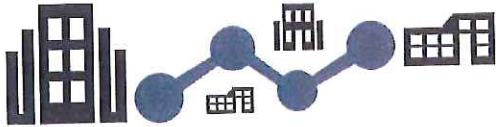
Name Changes, Changes in Ownership, Reorganizations:

Over the last 5 years we have grown from 7,807 employees to 10,083 employees nationally and internationally. We have achieved this through organic growth and acquisitions. Brown and Brown has not undergone name changes, changes in ownership or reorganizations.



Section II: Scope Services

Scope of Services Overview



Introduction

Our team is unique for the fact that we have separate marketing, account management, risk management, population health and implementation teams. This allows each team to become subject matter experts in their respective fields and allows Brown & Brown to provide the best possible solutions in all areas. We also have a National Employee Benefits team that provides additional resources such as our Medical Director, Mental Health/Behavioral Director, Technology Director, and our Population Health Management Team. These resources combined allows us to provide our clients with cutting edge solutions in all areas of their health and welfare plans.

Self-Service Online Portal

All of our preferred vendors have employee mobile apps available for member convenience and the ability to text message updates and reminders. Our clients are able to view the systems in their entirety and run any type of report needed for informational and administrative purposes. The Benefits app can allow your employees easy access to the health and welfare plans information, ID cards, and fund balances in HSA and FSA accounts. The Benefits Hub website is a discount service platform that contains discounts for many different services such as weight loss programs, gyms, grocery delivery, pet insurance, etc. We are happy to provide a demonstration of these services.

Human Resources Benefit Management

Regarding Benefits Technology, we understand the landscape is constantly evolving which is why we have an entire Brown & Brown team dedicated to employee benefit technology and platforms. We recently completed an RFP of over 60 HRIS and Benefit Administration technology platforms and have selected four as our preferred vendors. We build and maintain these preferred vendors systems in house so there can be more flexibility with adjustments that need to be made, assured of the accuracy of the systems and an expedited EDI file feed process can occur.

Open Enrollment

Once the carriers, funding mechanism, and plan designs have been selected, Brown & Brown will manage the implementation from beginning to end. This includes:

- Completion and collection of Employer Applications
- Benefits at a Glance Booklet
- Order enrollment materials from insurance carriers
- Set-up and implement *PlanSource Online Enrollment Platform* (if elected)
 - HR benefit management and reporting
 - ACA tracking, reporting, production of Employer IRS forms 1095-C.
- Work with the City's HR staff to coordinate open enrollment meetings
- Conduct employee education / open enrollment meetings to ensure that employees *understand their options* and the *value of their benefits*

Compliance with Federal Laws

Employee Benefits compliance has become one of the most complex challenges facing employers and is where Brown & Brown can add tremendous value. Since the implementation of the Affordable Care Act, employers are turning to us more than ever to keep them informed and to assist them in complying with all DOL requirements

Brown & Brown has recognized this challenge facing our employer clients, and in turn, has devoted substantial resources into developing solutions for addressing the ACA requirements. We have hired Miller Johnson, a highly regarded ERISA/Employee Benefits Compliance firm, to be on retainer specifically to provide guidance as it is released and to answer questions that arise.

Brown & Brown will strive to keep Holly Hill's leadership and employees informed. We distribute several employee communications during open enrollment and throughout the year regarding wellness, compliance, benefit offerings and various newsletters that will be reviewed and approved by the City of Holly Hill prior to printing and distributing to employees.

Legislative Updates will be provided to keep both employers and employees up-to-date of ACA / Healthcare Reform updates, for example, employees receiving the form 1094-C and/or the form 1095-B.



Section III

Section III.

Where applicable please check the correct response:

Q1. Is the Agent of Record properly licensed by the State of Florida; currently in good standing with the State of Florida Department of Insurance and all other applicable regulatory entities to conduct business in the state and provide the required services requested.

A1: ☒ Yes ☐ No

Q2. Does the Agent of Record have a minimum of five (5) years' experience in providing governmental insurance services?

A2 ☒ Yes ☐ No

Q3. Has the Agent of Record had municipal clients within the last ten (10) years?

A3 ☒ Yes ☐ No

If yes, please provide a list five (5) clients below.

1. City of Ormond Beach-Claire Whitley, Assistant City Manager 386-676-3202
2. City of Edgewater- Julie Christine, Human Resources Director (386) 424-2400, Ext #1701
3. Clerk of Court- Robin Beaulieu, Human Resources Director 386-822-5753, extension 16514
4. City of Port Orange- Heather Carrizales, Human Resources Director Phone: (386) 506-5561
5. Town of Ponce Inlet - Kim Cherbano, Human Resources Director (386)236-2152 Office

Q4. Can the Agent of Record produce reference contacts from municipal clients serviced within the past ten (10) years?

A4 ☒ Yes ☐ No

If yes, please list entity name(s), contact name(s) and contact phone number(s) below. **NOTE:** Contacts listed will be validated.

1. City of Ormond Beach-Claire Whitley, Assistant City Manager 386-676-3202
2. City of Edgewater- Julie Christine, Human Resources Director (386) 424-2400, Ext #1701
3. Clerk of Court- Robin Beaulieu, Human Resources Director 386-822-5753, extension 16514
4. City of Port Orange- Heather Carrizales, Human Resources Director Phone: (386) 506-5561
5. Town of Ponce Inlet - Kim Cherbano, Human Resources Director (386)236-2152 Office

Section III. (Continued)

Q5. As an Agent of Record, do you have benefit seminar planning experience?

A5 ☒ Yes ☐ No

Q6. As an Agent of Record, do you understand the Scope of Services?

A6 ☒ Yes ☐ No

Q7. As an Agent of Record have you had government experience with the following types of insurance and service?

A1. Agent of Record:

Medical:	☒ Yes	☐ No
Vision:	☒ Yes	☐ No
Dental:	☒ Yes	☐ No
Long Term Disability:	☒ Yes	☐ No
Life:	☒ Yes	☐ No
Flexible Spending Plan:	☒ Yes	☐ No
Claims Services:	☒ Yes	☐ No
Voluntary Benefits Services:	☒ Yes	☐ No

Q8. Have Agent of Record or any member of your agency ever been indicted, convicted, plead guilty or plead no contest to the commission of a felony?

A2. ☐ Yes ☒ No

Q9. As an Agent of Record, does your agency hold a minimum of five million dollars in professional errors and omissions liability insurance?

A9: ☒ Yes ☐ No
If not, what is the limit? _____

Q10. Have Agent of Record or any member of your agency been involved in any claim or litigation with any Federal, State or Local Government or Private Entity?

A10. ☒ Yes ☐ No

As a publicly traded company, information regarding pending litigation is available in our public filings with the Securities and Exchange Commission.

Section III. (Continued)

Q11. As an Agent of Record, do you have preferred status with the insurance carriers? If so, please list which carriers and at what level:

The table below shows the carriers that Brown & Brown has access to and preferred status

Carrier Name	Aligned with since	Agency Status
Aetna, Inc.	1939	Preferred Broker
Advantica	2011	Highest Level
American Heritage Life	1956	Highest Level
Ameritas	1939	Highest Level
Assurant	1939	Highest Level
Avestis	1978	Highest Level
Avmed	2007	Highest Level
BlueCross and BlueShield	1944	Blue Diamond
Boston Mutual	1939	Highest Level
Capital Health Plan	1982	Highest Level
CBCA	1978	Highest Level
Cigna	1939	Preferred Broker
CNA Insurance Companies	1939	Highest Level
Cole Managed Vision	1988	Highest Level
CompBenefits Corporation	2000	Highest Level
Coresource	1991	Highest Level
Delta Dental	1966	Highest Level
Employers Reinsurance	1982	Highest Level
EyeMed Vision Care	1988	Highest Level
Fiserv	1985	Highest Level
Florida HealthCare	1974	Highest Level
Genworth Financial	1939	Highest Level
Great-West Healthcare	1939	Highest Level
Guardian, The	1939	Highest Level
Hartford	1939	Highest Level
Health First Health	1997	Highest Level
Horizon / Advent Health	1998	Highest Level
Humana, Inc.	1963	Highest Level
Jefferson-Pilot/ Lincoln Financial	1939	Highest Level
Kaiser	1996	Highest Level
MetLife	1939	Highest Level
Mutual of Omaha Insurance	1941	Highest Level
Pacific Life & Annuity	1957	Highest Level
Principal Life Insurance	1941	Highest Level
Prudential Insurance Company	1939	Highest Level
Re Moulton	2003	Highest Level
Reliance Standard	1939	Highest Level
SafeGuard Health	1974	Highest Level
Shenandoah Life	1939	Highest Level
Standard Insurance	1939	Highest Level
Sun Life of Canada	1939	Highest Level
United Benefits (TPA)	2002	Highest Level
United Concordia	1992	Highest Level
United HealthCare (UHC)	1980	Platinum
UNUM Provident /NHP	1999	Highest Level
Wellpoint	2004	Highest Level

Meritain	1939	Preferred Broker
UMR	1980	Platinum
Benecon	2010	Proprietary to B&B

Brown & Brown will leverage our substantial book of business with the insurance carriers to ensure the City receives the most competitive rates available in the market. Brown & Brown, Inc., has more business with the insurance carriers than any of our competitors which affords us a distinct advantage when it is time to negotiate.

Q11. Who will be the City's principal contact(s) for this project? Provide name, title, and a brief description of the individual(s) experience in brokering benefit coverage.

Please refer to the next page for a list of the principal contacts for this project along with a brief description.



Jessica Scott, Senior Vice President, City of Holly Hill's Primary Contact

Jessica will be responsible for leading the team in all aspects of the health & welfare engagement. She will provide strategic advice and support on all facets of the employee benefit plans, from plan design strategy, funding alternatives, implementation, administration, board and committee presentations, resolving escalated service/claim issues and compliance.

Jessica has been working with both local and statewide non-profit clients for the duration of her career. Jessica also serves on the following local non-profit boards: PACE Center for Girls, YMCA, Checkered Flag Committee and former Board Chair of Domestic Abuse Council and United Way of Volusia and Flagler. Jessica grew up in Ormond Beach and went to college at Furman University in Greenville, SC, where she obtained her Bachelor of Arts degree in Psychology. Jessica holds her insurance license for Life, Variable Annuities & Health.

Clare Sapp, Senior Account Manager

Clare Sapp will oversee the team servicing for the City of Holly and will be available for any service issues and concerns. She has over 24 years of insurance industry experience and holds a Florida Life & Health (2-15) License.

Areas of specialization include:

- Training of service team
- Maintaining strong relationships with service leaders at each carrier to resolve issues on behalf of our clients
- Assist employees during annual enrollment with benefit questions
- Providing guidance on employee benefit legislation, regulation, and procedures to ensure compliance
- Prepare communication for Annual Enrollment
- Assist client with eligibility issues
- Assist with implementation/ ongoing utilization of Benefit Administration system
- Assist with compliance items- COBRA, LOA, Retiree Billing
- Solving claims issues

Joe Martino, Marketing Analyst

Joe is responsible for the strategy and implementation of our best-in-class annual marketing process. The goal is always to deliver our clients a desirable benefits program at the best pricing. Joe maintains exceptional carrier relationships and uses aggressive negotiation to meet client's budgetary needs. Joe manages a block of business in excess of 60 large group accounts, with focus on public entity, schools/universities, & private entities w/ over 200 eligible.

Tiffany Hill, Certified Wellness Program Coordinator & Implementation Leader

Tiffany Hill is the primary leader of the implementation team. She is responsible for maintaining implementation calendar throughout the year, which includes all open enrollment meetings for entire Brown & Brown Daytona employee benefits book of business. Tiffany maintains relationships with the producer, marketer, and account manager as main point of contact for setting up both in person and virtual open enrollment meetings. Tiffany is responsible for sending out follow up client satisfaction surveys as well as communication results to internal team. She works directly with benefits leader to constantly seek out new and efficient solutions to provide client with ongoing education on their health and wellness plans.

Steve Hall, Implementation Specialists

Steve Hall will be the City of Holly Hill's dedicated implementation specialist. Steve's responsibilities will focus in and around the time of open enrollment but will also engage new employees per the direction of the City of Holly Hill's on a monthly or quarterly basis. Steve has an excellent understanding of all lines of coverage that we offer and has worked with all carriers through new business and renewals. Steve has over 10 years of customer service experience and is well versed in handling an array of questions, comments, and concerns from employees and will host as many meetings as the City of Holly Hill's requires during open enrollment. Steve holds a Florida Life & Health (2-15) License.

Brandon Savage, Director of Risk Management

Brandon Savage is responsible has over 12 years of insurance industry experience primarily and has excelled in a variety of diverse roles during this time, including Account Executive and Director of Account Management, predominantly for self-funded clients with 300+ lives. He is an alumnus of the State University of New York and holds a Florida Life & Health License. Brandon has been with Brown & Brown just under 5 years and leads the Analytics team, with responsibility for 3 teammates.

On a high level, Brandon's team is responsible for analyzing claims data, making recommendations for changes in plan design where needed, benchmarking plan designs, identifying cost drivers, as well as serving as the primary liaison with our actuaries. Specifically, his team provides quarterly claims analysis, total costs projections, benchmarking reports, contribution modeling, alternate stop loss deductible recommendations, and develop customized ad-hoc reports to address other areas of interest/concern.

Section IV

Proposals will be evaluated by a Selection Committee and ranked on the criteria listed below and submitted the City Commission for final approval. The criteria are itemized with their respective weights for a maximum total of **one hundred (100) points** per Evaluation/Selection. The most qualified agency will be selected to provide the services to the City of Holly Hill based upon, but not limited to, the following evaluation criteria: ; Past and present performance with other municipalities; Litigation History. Submittal evaluation shall be based on the following:

Experience and Expertise (30 points)

- i. The licensed to practice in the State of Florida.
- ii. The firm has no conflict of interest with regard to any other work performed by the firm for the City of Holly Hill.
- iii. The firm has a history of performing quality services as demonstrated by recent external references.
- iv. Completion and clarity of information in the submittal for this proposal.
- v. Quality of service: The firm's past experience and performance on government engagements of comparable size and complexity.
- vi. The quality and experience of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.
- vii. The financial capability

Scope of Services offered (35 points)

- i. Proposed services provided in response
- ii. Preferred Status with Insurance Carriers
- iii. Employee self-service online portal
- iv. Additional benefit services



Section IV

Experience and Expertise

Employee Benefits Expertise

Brown & Brown's Employee Benefits practice makes your people our business. Backed by our national strength, our local service teams leverage our knowledge and experience to optimize the value created by your employee benefits program. Whether improving employee attraction and retention, getting the most out of your vendor partners, optimizing medical costs, or helping you assess the most suitable technology to meet your needs, our thoughtful and customer-specific solutions help give you peace-of-mind.

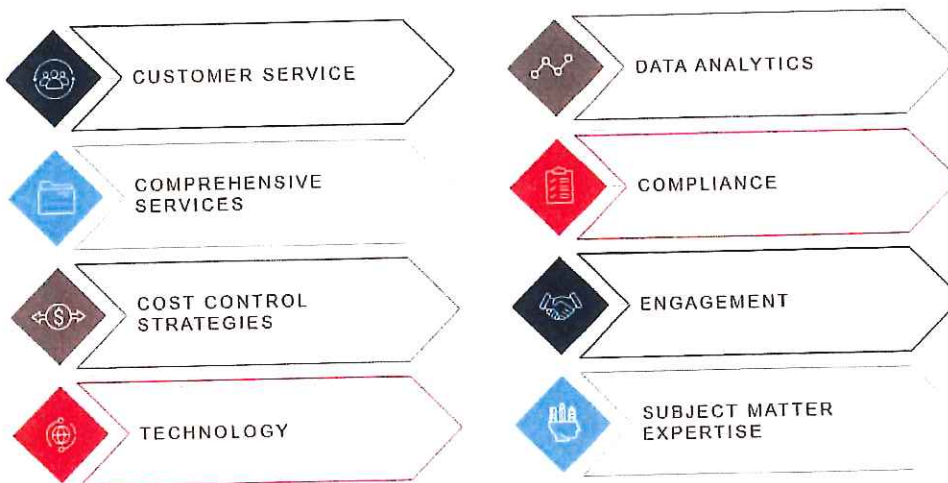
Taking Care of Your Employees' Well-Being Investing in health and performance programs is becoming increasingly important to attract and retain top talent. Engaging employees to increase ownership in their own health and financial well-being empowers them to become a smarter consumer and a more active participant in creating positive results. With studies showing that employees who are actively involved in their healthcare experience have better outcomes, the return on investment for organizations is high. At Brown & Brown, we make your people our business.

Brown & Brown Daytona's employee benefits staff of 50 teammates has over 500 years of collective benefits experience and each member is licensed by the State of Florida Insurance Department. Members of our team have rich backgrounds in a range of insurance professions including underwriting, risk management, claims processing, third party claims administration, medical billing, wellness plans, provider contracting, marketing, employee benefits technology as well as account management and health and welfare plan implementation.

Brown & Brown will utilize a team approach lead by Jessica Scott, Senior Vice President, serving as the primary contact for the City of Holly Hill.

KEY DIFFERENTIATORS

Any broker can say they are "different", but can they prove it?



Professional Designations

We are committed to remaining at the forefront of all industry trends by participating in professional memberships, continuing education, and through earning designations, as a result, most teammates hold professional insurance/risk designations, including:

CEBS – Certified Employee Benefits Specialist

GBA – Group Benefits Associate

GBDS – Group Benefits Disability Specialist

GWPC -Certified Wellness Program Coordinator

VBS – Voluntary Benefits Specialist

Professional Organization Memberships

Florida League of Cities

Florida City and County Management Association

Florida Association of Special Districts

Florida Public Human Resources Association

National Association of Health Underwriters

National Organization of Life & Health Agents

Florida Association of Counties
Florida Educational Risk Management Association

Public Risk Management Association



I. The licensed to practice in the state of Florida

FLORIDA DEPARTMENT of FINANCIAL SERVICES

BROWN & BROWN OF FLORIDA, INC.

655 NORTH FRANKLIN STREET
SUITE 1900
TAMPA FL 33602

Agency License Number L007011

Location Number: 125245

Issued On 07/25/2006

Pursuant To Section 626.0428, Florida Statutes, This Agency Location Shall Be In The Active Full-Time Charge Of A Licensed And Appointed Agent Holding The Required Agent Licenses To Transact The Lines Of Insurance Being Handled At This Location

Pursuant To Subsection 626.172(4), Florida Statutes, Each Agency Location Must Display The License Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency Location.

Jeff Atwater
Chief Financial Officer
State of Florida



State of Florida Department of State

I certify from the records of this office that BROWN & BROWN OF FLORIDA, INC. is a corporation organized under the laws of the State of Florida, filed on April 3, 1947.

The document number of this corporation is 150616.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on March 18, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Ninth day of January, 2020*



Samuel R. Bruce
Secretary of State

Tracking Number: 6419870476CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



FLORIDA DEPARTMENT OF FINANCIAL SERVICES

STEPHEN PHILLIP FARMER

License Number : A081083

Resident Insurance License
#0220 - GENERAL LINES (PROP & CAS)

Issue Date
06/07/1995

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "License Search" on the FL Dept. of Financial Services website at <http://www.myfloridaleads.com/agent/>.

[Signature]
Jodi Aronson
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

DUSTIN SMURDON

License Number : W288069

Resident Insurance License
#0215 - LIFE INCL VAR ANNUITY & HEALTH
#0220 - GENERAL LINES (PROP & CAS)

Issue Date
06/29/2018
10/22/2016

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "License Search" on the FL Dept. of Financial Services website at <http://www.myfloridaleads.com/agent/>.

[Signature]
Jodi Aronson
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

JESSICA SCOTT

License Number : P076149

Resident Insurance License
#0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date
12/14/2006

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "License Search" on the FL Dept. of Financial Services website at <http://www.myfloridaleads.com/agent/>.

[Signature]
Jodi Aronson
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

CLARE MARY SAPP

License Number : D027256

Resident Insurance License
#0214 - LIFE INCL VARIABLE ANNUITY
#0210 - HEALTH
#0216 - LIFE & HEALTH
#0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date
01/08/2000
01/08/2000
01/08/2000
01/08/2000

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "License Search" on the FL Dept. of Financial Services website at <http://www.myfloridaleads.com/agent/>.

[Signature]
Jodi Aronson
Chief Financial Officer
State of Florida



FLORIDA DEPARTMENT OF FINANCIAL SERVICES

BRANDON SAVAGE
License Number : P187689

Resident Insurance License

#0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date

01/04/2003

Please Note: A license may only be used to conduct business with an insured person or group. If you are acting as a broker, then you must also obtain an appropriate insurance license. The license holder is responsible for ensuring that the insured person or group is properly informed of the terms and conditions of the insurance policy. The license holder is also responsible for ensuring that the insured person or group is properly informed of the terms and conditions of the insurance policy. The license holder is also responsible for ensuring that the insured person or group is properly informed of the terms and conditions of the insurance policy.

Brandon Savage
J. Brandon Savage
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

TIFFANY HILL
License Number : W239583

Resident Insurance License

#0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date

01/20/2015

Please Note: A license may only be used to conduct business with an insured person or group. If you are acting as a broker, then you must also obtain an appropriate insurance license. The license holder is responsible for ensuring that the insured person or group is properly informed of the terms and conditions of the insurance policy. The license holder is also responsible for ensuring that the insured person or group is properly informed of the terms and conditions of the insurance policy. The license holder is also responsible for ensuring that the insured person or group is properly informed of the terms and conditions of the insurance policy.

Tiffany Hill
Tiffany Hill
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

STEPHEN JOHN HALL
License Number : A108842

Resident Insurance License

#0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date

10/25/2014

Please Note: A license may only be used to conduct business with an insured person or group. If you are acting as a broker, then you must also obtain an appropriate insurance license. The license holder is responsible for ensuring that the insured person or group is properly informed of the terms and conditions of the insurance policy. The license holder is also responsible for ensuring that the insured person or group is properly informed of the terms and conditions of the insurance policy. The license holder is also responsible for ensuring that the insured person or group is properly informed of the terms and conditions of the insurance policy.

Stephen John Hall
Stephen John Hall
Chief Financial Officer
State of Florida



II. The firm has no conflict of interest with regard to any other work performed by the firm for the City of Holly Hill.

Confirmed.

III. The firm has a history of performing quality services as demonstrated by recent external references.

PUBLIC ENTITY SPECIALISTS

Our Daytona office is the largest B&B office in Florida and specializes in public entities. We have developed systems and products to specifically address the needs of our public sector clients. We have separate and distinct job functions which allow our team to be specialists in their field and leaders over our peers.

Our marketing department follows all procurement guidelines when bidding insurance coverage and we access the entire market, not just a select few that we prefer to do business with.

Our service department is trained in public entity compliance and acts as a “back-office HR department” to help guide our public sector groups through any and all issues that may arise. We believe in proactive service to identify problems before they occur and work with the vendors to tailor their programs to suit the needs of the City. We understand the budget process and timeline as well as the unique demands of City Council’s.

Our risk management division likely can’t be matched within the state of Florida. We tailor the quarterly reports, monthly budget reports and benchmarking to the concerns of The City of Holly Hill. We can provide ad-hoc reporting and we provide vital insight on the claims experience and utilization to ensure a long-term sustainable health and welfare plan.

We feel that this experience we have brought to the City of Holly Hill for the last 15 years is a significant contributing factor in the success of the City’s Health and Welfare Plans. The City of Holly Hill has enjoyed some of the lowest trends amongst your peers and the plans have required very few increases over the years to the City and to the employees. In fact, the last 2 years, Brown & Brown has negotiated flat renewals on the City’s behalf. We are in a unique position amongst our peers to have this local public entity experience, but also national public entity experience and additional resources that other local or regional brokers do not have the ability to provide.

Please find a local example of quality of services that Brown & Brown has provided for The City of Ormond Beach:



City of Ormond Beach



Name of Company: City of Ormond Beach
 Address: 22 South Beach Street, Ormond Beach, FL 32174
 Point of Contact: Claire Whitley
 Phone: 386-676-3202
 Email address: Claire.whitley@ormondbeach.org
 Service(s) Provided: Employee benefits brokerage and consulting services
 Dates of Service: 2009 – Present

Brown & Brown became Agent of Record in 2009. We did extensive analysis on claims and plan utilization to customize and file a new plan design with Florida Health Care Plan (FHCP), without increasing out of pocket costs to employees. This change saved the City \$400,000 in the first year.

Over the next 5 years, we were able to negotiate renewals under the City's budget without making any plan changes, even though claims experience was increasing each year.

In 2015, FHCP could no longer afford to offer aggressive renewals, to stay within the City's budget, as the City's loss ratio and high claimants continued to increase. Therefore, Brown & Brown worked with FHCP to create a new high deductible health plan as a base plan. This plan was designed by Brown & Brown and FHCP to include a lower deductible than industry standard, yet allowed employees and the City to fund a bank account to cover the deductible expenses for employees. In an effort to make this transition easier, we worked with FHCP to change the October 1st effective date to January 1st, so that the deductible would align with a calendar year.

- Making these changes gave the City a savings of over \$350,000, which allowed the City to fund enough money into employees' HSA bank accounts to cover the majority of the deductible.
- This kept the employee's total deductible responsibility at \$250, which was the same as the plan they had previously.
- When making this change to the high deductible health plan, Brown & Brown did an in depth look at claims and utilization, so we could implement ways to reduce the employees' out of pocket expenses, while still being compliant with the high deductible health plan requirements.
- We worked with FHCP to create a medication list comprising of \$4 and \$12 copays for employees, based on the medications that the majority of the City employees were taking on a regular basis.
- We reduced the FHC workforce wellness copay from \$10 to \$5, to give employees affordable access to primary and urgent care.

These changes had a significant impact on the January 2017 renewal. The loss ratio was reduced by over 40% in one year and the renewal was 60% below the City's budget, which left additional funds to be used towards benefit enhancements for City employees in 2017. These benefits now include \$0 copays for primary and urgent care visits, free medications to treat chronic conditions, and additional funding to employees' HSA bank accounts to cover the entire employee deductible. Over the last few years, Brown & Brown has been able to negotiate renewals under the City's budget each year, including a -3% for the 2020 plan year.

Please find a listing of Brown & Brown's municipal accounts:

State	Dept. of Financial Services	Florida, State of		
Counties	Baker	Flagler	Lafayette	Santa Rosa
	Brevard	Gadsden	Lee	Sarasota
	Citrus	Gilchrist	Levy	Volusia
	Clay	Gulf	Madison	Wakulla
	Columbia	Highlands	Marion	Washington
	Desoto	Jefferson	Okaloosa	
Cities, Towns, Villages	Atlantis	Doral	Lake Helen	Orange City
	Auburndale	Eagle Lake	Lake Worth	Ormond Beach
	Aventura	Edgewater	Lauderhill	Palm Bay
	Bal Harbour Village	Fellsmere	Lighthouse Point	Palm Coast
	Bay Harbor Islands	Flagler Beach	Longwood	Perry
	Bellevue	Fort Lauderdale	Madeira Beach	Pierson
	Bunnell	Fort Myers	Madison	Polk City
	Casselberry	Fort Walton Beach	Marco Island	Ponce Inlet
	Chattahoochee	Freeport	Margate	Port Orange
	Chipley	Groveland	Mayo	Punta Gorda
	Coconut Creek	Haines City	Miami	Royal Palm Beach
	Dania Beach	High Springs	Miami Gardens	St. Cloud
	Davenport	Highland Beach	Monticello	Sarasota
	Davie	Holly Hill	Mulberry	South Daytona
	Daytona Beach	Indian Shores	Naples	Tallahassee
	Daytona Beach Shores	Indian River Shores	New Smyrna Beach	Treasure Island
	Deland	Inverness	North Miami	West Palm Beach
	Deltona	Jacksonville Beach	North Port	Weston
	Destin	Jupiter	Ocala	
Special Districts, Other	Barefoot Bay Recreation District	Golden Gate FCD	Moore Haven MCD	Southeast Overtown Park
	Bayfront Bay Recreation District	Highlands County Sheriff	Naples Airport Authority	West CRA
	Big Bend Water Authority	Hillsborough Transit Authority	New River Solid Waste	Southwest Florida WMD
	Bonita Springs FCD	Immokalee FCD	North Springs Improvement District	Spring Lake Improvement Dist.
	Broward County Housing Authority	Immokalee WSD	Northern Palm Beach Co. Improvement District	St. Johns River Water Management District
	Broward MPO	Indian River Lagoon Council	Old Plantation WCD	Suwannee River WMD
	Buckhead Ridge MCD	Jacksonville Beach CRA	Palm Beach County HA	Tallahassee Community Redevelopment Agency
	Central Florida Fire	Jupiter RA	Pasco County Sheriff Dept.	TBARTA
	Charlotte County Sheriff	Key Largo Ambulance	Peace River WSA	Tampa Bay Water
	Children's Board of Hillsborough	Key Largo Fire/Rescue	Pine Tree WCD	Tampa Historic Streetcar
	Citrus County Sheriff	Lake Asbury MSBD	Pinellas Park WMD	Three Rivers Library
	Citrus MCD	Lake Region Lakes	Pinellas Suncoast Fire	Tindall Hammock Irrigation & Soil
	Clay County Utility	Lakewood	Pinellas Suncoast Transit	Titusville HA
	Collier MCD	Ranch Interdistrict Authority	Pompano Beach HA	Upper Captiva FD
	Davie CRA	Lakewood Ranch Stewardship Dist.	Port Ybor Association, Inc.	Viera Stewardship District
	East County WCD	Lake Worth Drainage District	Ranger Drainage District	Volusia County Clerk of Court
	East Lake Tarpon Fire	Lee County HA	St. Johns River WMD	Wakulla UFFA
	Emerald Coast Utilities Authority	Lehigh Acres Municipal Services Improvement	Sanibel Fire & Rescue	Washington County Sheriff
	Estero Fire Rescue	Loxahatchee Groves WCD	Sebring Airport	West Palm Beach CRA
	Fellsmere WCD	Loxahatchee River Dist.	Seminole Improvement District	Winter Haven HA
	Ft. Myers HA	Melbourne Tillman WCD	South Indian River WCD	54 Community Development Districts
	Ft. Myers Bch Fire	Miami Beach HA	South Trail Fire	
		Miami Sports & Exhibition Authority		
Schools, Universities	Bethune Cookman Univ.	Flagler County Public School	Madison School Board	Seminole School District
	Cape Coral Charter Schools Authority	Florida Atlantic Univ.	Marion School Board	Volusia County School Board
	Collier School District	Florida International Univ.	Okaloosa School District	Univ. of Central Florida
	Embry-Riddle Aeronautical Univ.	Florida Polytechnic Univ.	Orange County Schools	Univ. of Florida
		Lee School District	Pasco School District	Univ. of West Florida

IV. Completion and clarity of information in the submittal for this proposal.

We believe we have provided a valuable service to the City of Holly Hill over the last 15 years and it would be our honor to continue to do so. We understand the City's objectives and work requirements and have done our best to outline our capabilities and our plan of action to meet those objectives clearly within our response.

V. Quality of service: The firm's past experience and performance on government engagements of comparable size and complexity.



Brown and Brown, Daytona Beach

The Daytona Beach office of Brown & Brown has focused on risk management and the insurance needs of Florida's public entities since 1992. Since that time our public entity business has grown to include over 230 of Florida's public entities ranging from small special districts and towns to large school districts and counties. Brown & Brown Daytona has a particularly strong presence in the Volusia County and Central Florida area. We consult or act as a broker on 15 of the 16 municipalities in Volusia County and over 75 public entities within Central Florida.

Compliance with State Statutes and Regulations

Our cities, counties, and school district clients have come to count on Brown & Brown to keep them compliant and up to date on any new regulations or state statutes that will impact their benefits programs. Our internal counsel monitors initiatives being considered in Tallahassee and keeps the benefits team informed throughout the legislative session. A recent example of this was just this year when the Florida Legislature passed SB 426, which is now known as the **Firefighter Cancer Law**. We kept our cities informed as the bill was being considered and once it was signed into law, letting them know what exactly this new law meant. We sent out bulletins and emails as well as presented at several local luncheons to explain the new law, our recommendations for coverage, and the potential unknowns that were still to be resolved via court decisions.

The team assigned to the City of Holly Hill is made up of public sector specialists with each one being trained and highly experienced with the statutes that govern our public entity clients. An example of this is **Florida Statute 112.08** which governs the procurement of insurance for public entities. We understand the requirement for cities, counties, and school districts to allow retirees to continue health coverage on the group plan. We follow the guidelines specific to marketing our clients' insurance plans to get them a fair price. We also handle the annual actuarial filing for all of our self-insured public entity clients.

Compliance with Federal Laws

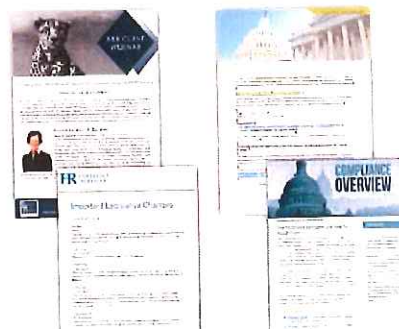
Employee Benefits compliance has become one of the most complex challenges facing employers and is where Brown & Brown can add tremendous value. Since the implementation of the Affordable Care Act, employers are turning to us more than ever to keep them informed and to assist them in complying with all DOL requirements.

Brown & Brown has recognized this challenge facing our employer clients, and in turn, has devoted substantial resources into developing solutions for addressing the ACA requirements. We have hired Miller Johnson, a highly regarded ERISA/Employee Benefits Compliance firm, to be on retainer specifically to provide guidance as it is released and to answer questions that arise.

Brown & Brown will strive to keep Holly Hill's leadership and employees informed. We distribute several employee communications during open enrollment and throughout the year regarding wellness, compliance, benefit offerings and various newsletters that will be reviewed and approved by the City of Holly Hill prior to printing and distributing to employees.

In addition to ACA Compliance, any time a client has a benefit related legal question, we email our attorneys at Miller Johnson and forward their legal opinion on the matter to the client. These responses are generally within the same day and add significant value. Should changes in regulation impact the City's employee benefits program, we will work with Miller Johnson to ensure you are educated on the matter as early as possible and a plan is established for compliance moving forward.

For some of the less complex HR / compliance questions, we have additional resources such as HR Workplace Services and Zywave, which also provide guidance for our clients. In addition to having the above resources available for specific questions and issues, we frequently advise our clients to attend the webinars that are hosted to proactively ensure compliance. We periodically send out newsletters and communications to keep our clients at the forefront of any legislative and/or industry updates.



Below are some specific examples of Brown & Brown's experience placing coverage for medium size cities: (All names and contact info can be found in the References section of our proposal.)

City of Palm Coast – 385 full time employees



The City of Palm Coast has been a Brown & Brown client since 1999 and at that time had only 35 employees. We have worked with them as they have grown to over 400 employees and changed their employee benefits package to grow along with them. Today they have a successful self-funded medical and pharmacy program with a high deductible option and an employee clinic. They have not increased their employee contribution amounts on their medical plan in four years. Their medical and pharmacy costs are currently in a negative trend. We have accomplished this while the employees remain very satisfied with their benefits package. In addition to the financial success of the City's health plan, Brown & Brown keeps the City up to date with all regulations and statutes on an ongoing basis.

City of DeLand – 350 full time employees



The City of DeLand has been a client since 2010. Over the years we have worked closely with the Insurance Committee to evaluate new plan offerings, monitor claims utilization, and solicit and evaluate competitive proposals. The results of our negotiations on behalf of the City has saved over \$1.4 million dollars in health premiums. Brown & Brown also works closely with the City's onsite clinic provider to ensure the City's insurance plan benefits from the cost containment provided by the clinic. In addition to the financial success of the city's health plan, Brown & Brown keeps the City up to date with all regulations and statutes on an ongoing basis.

City of Daytona Beach – 775 full time employees



The City of Daytona Beach has been our client since 2010. With aggressive marketing of this account we saved this client and its employees just under \$1,000,000 dollars in one year. We received multiple rate guarantees for this group as well. The following year we implemented a Health Savings Account (H.S.A.) plan and strategy that allowed for employees to have multiple options on their benefit plan. However, if the employees were to choose the H.S.A. plan, the City would contribute the difference in premium to the individual's H.S.A. account. Since implementation, we have been able to better control the loss ratio as well as mitigate cost increases. Prior to this strategy, many of the union employees wanted a separate benefits package from the other employees. During a recent renewal, we were able to negotiate a -1% decrease for the medical plan, saving the City \$91,000. In addition to the financial success of the City's health plan, Brown & Brown keeps the City up to date with all regulations and statutes on an ongoing basis.



City of St. Cloud- 450 employees



Brown & Brown was awarded the City of St. Cloud's agent of record contract in April 2011. In the last five years, we have saved the City more than \$5,000,000 in premium when compared to the fully insured program that was in place in 2011. At the inception of our agreement the City was fully insured, did not have a wellness program, and continued to struggle with double digit premium increases on their medical plan. Through a carefully constructed and innovative plan we mapped out a strategic vision to improve the cost effectiveness of the City's short and long term healthcare benefits program. The end result includes a self insured health plan building reserves and an onsite clinic which has helped the City implement a robust wellness and population health program. In addition to the financial success of the city's health plan, Brown & Brown keeps the City up to date with all regulations and statutes on an ongoing basis.

City of Daytona Beach Shores – 80 employees

Brown & Brown has served as the City's agent of record since 2009. During this time we have assisted the City in maintaining an attractive benefits package to attract and retain its employees. Some highlights include:



- HRA Fund for each enrolled employee to cover deductible expenses
- Wellness program implementation and management
- Negotiated wellness funds from medical carrier
- Annual evaluation of stop loss levels to place coverage at the appropriate level based on client risk tolerance, premium, and claims

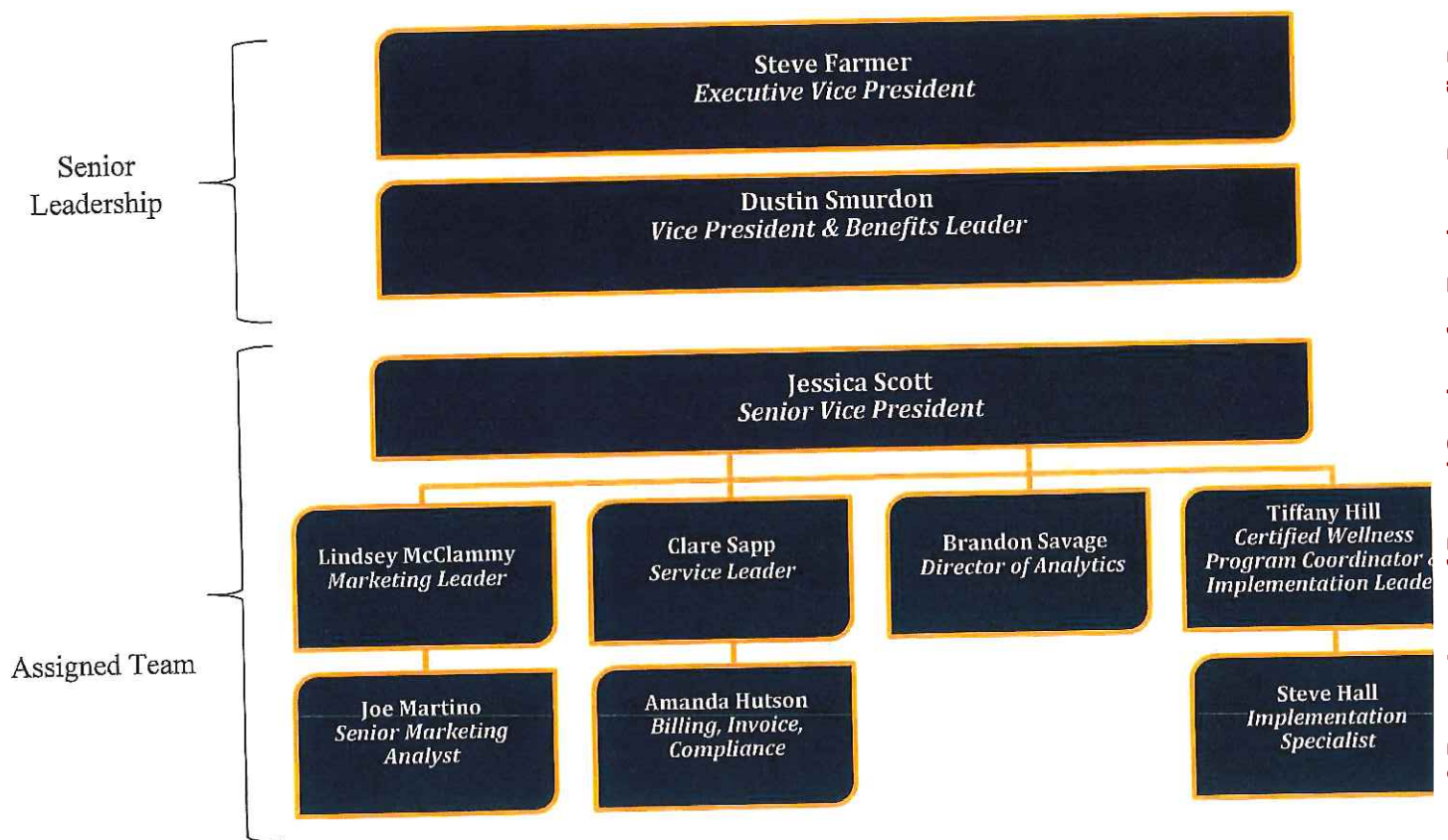
In addition to the financial success of the City's health plan, Brown & Brown keeps the City up to date with all regulations and statutes on an ongoing basis.



VI. The quality and experience of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.

Brown & Brown Daytona's employee benefits staff of 50 teammates has over 500 years of collective benefits experience. Members of our team have rich backgrounds in a range of insurance professions including underwriting, claims processing, third party claims administration, medical billing, provider contracting, marketing, as well as account management. We are committed to remaining at the forefront of all industry trends by participating in professional memberships, continuing education, and through earning designations.

Brown & Brown will utilize a team approach for this project. The team members listed below all work out of the Daytona Beach office and will work together to effectively manage the City's insurance programs. We will ensure that the best coverages are in place at the best pricing, while providing exemplary day-to-day customer service





Administration and Staff Qualifications

The administrative staff assigned to the City of Holly Hill consist of the following functional groups and teammates:

- Service/ Account Management (Clare Sapp, Amanda Huston)
- Carrier Marketing (Lindsey McClammy and Brenda Thurston)
- Wellness and Open Enrollment (Tiffany Hill, Steve Hall)
- Analytics (Brendan Savage)

Please refer to authoritative direction of control section for complete description of roles and responsibilities.

Steve Farmer, *Executive Vice President*

✉ sfarmer@bbdaytona.com | 📞 (386) 239-7233

Steve Farmer is responsible for Brown & Brown's Daytona Beach office including sales, service, and operations. Steve has over 20 years of insurance industry experience with Brown & Brown and has worked with many of Florida's public entities. Steve will serve as a resource in expediting the resolution of any critical matters with top management at the insurance companies for the City of Holly Hill's staff and employees.

Dustin Smurdon, *Vice President & Benefits Leader*

✉ dsmurdon@bbdaytona.com | 📞 (386) 239-8889

Dustin Smurdon is responsible for the overall performance of the Daytona Beach Employee Benefits Division. The team consists of about 50 teammates focusing on Service, Analytics, Marketing, Enrollment/Implementation and Wellness. Dustin has been with Brown & Brown since 2015. Prior to Brown & Brown, Dustin spent nearly 12 years with JPMorgan Chase in various operational and leadership roles. He currently serves on the Board of the United Way of Volusia and Flagler Counties as the Chair Elect. He is originally from Ohio, where he attended Ohio University and obtained his Bachelor of Business Administration degree in Finance and Marketing. Dustin holds his insurance licenses for Life, Variable Annuities & Health along with the General Lines Property & Casualty.



Jessica Scott, Senior Vice President, City of Holly Hill Primary Contact

✉ jscott@bbdaytona.com | ☎ (864) 918-1353

Ms. Jessica Scott will serve as the primary contact for the City of Holly Hill and will work together with the assigned team at Brown & Brown to ensure needs are being met on a daily basis. Jessica has over 15 years of benefits consulting experience with Brown & Brown. Jessica will be responsible for leading the team in all aspects of the health & welfare engagement. She will provide strategic advice and support on all facets of the employee benefit plans, from plan design strategy, funding alternatives, implementation, administration, board and committee presentations, resolving escalated service/claim issues and compliance.

Jessica has been working with both local and statewide non-profit clients for the duration of her career. Jessica also serves on the following local non-profit boards: PACE Center for Girls, YMCA, Checkered Flag Committee and former Board Chair of Domestic Abuse Council and United Way of Volusia and Flagler. Jessica grew up in Ormond Beach and went to college at Furman University in Greenville, SC, where she obtained her Bachelor of Arts degree in Psychology. Jessica holds her insurance license for Life, Variable Annuities & Health.

Jessica currently manages 58 clients: 18 large, 28 medium and 12 small clients.

Jessica's Areas of Expertise Include:

- Annual renewal negotiations for all clients (medical, dental, vision, life, disability, flexible spending accounts, and voluntary benefits)
- Managing RFP process
- Working closely with Insurance Committees to establish renewal calendars, and with RFP design and management, vendor selection, and negotiations
- Presentations to Boards, Committees, Unions, etc
- Monthly, Quarterly, and Annual claims reviews to include Executive Summaries and recommendations in order to accomplish budgetary goals
- Compliance oversight for all clients
- Pharmacy disruption analysis to determine the impact of changing Pharmacy Benefit Managers (PBMs)
- Claims re-pricing analysis to determine the potential savings between networks
- Wellness program design, implementation, and ongoing initiatives
- Transitioning multiple clients from fully insured to self-funded health plans
- Onsite/Near-site clinic consulting to include RFP process, vendor selection, and ongoing coordination between clinic vendor and health plan
- Disability contract analysis to identify potential areas of concern or where improvements could be made based on industry
- Healthcare concierge vendor selection and implementation
- Open enrollment planning, presentations, and assistance with enrolling in benefits

Commitment to the highest level of service to both HR and leadership teams at clients as well as their employees

Joe Martino, *Marketing Analyst*

✉ jmartino@bbdaytona.com | 📞 (386) 239-8892

Joe is responsible for the strategy and implementation of our best-in-class annual marketing process. The goal is always to deliver our clients a desirable benefits program at the best pricing. Joe maintains exceptional carrier relationships and uses aggressive negotiation to meet client's budgetary needs. Joe manages a block of business in excess of 60 large group accounts, with focus on public entity, schools/universities, & private entities w/ over 200 eligible.

Joe currently manages clients: 18 large, 28 medium, 12 small clients.

Areas of Specialty include:

- Medical, Dental, Vision, Life, Disability, Voluntary Products, Financial (HSA, HRA, FSA)
- Request for Proposal: Public Bids & Broker Controlled
- Carrier Relations: Maintaining current relationships, exploring new markets
- General Market & Network Comprehension
- Self-funded Solutions (Medical, Pharmacy, Dental, Short Term Disability)
- Plan Analysis (Design, Benchmarking, & Contribution Analysis)
- Risk Analytics (Medical, Pharmacy, Disability)

Joe has over 5 years of employee benefits at Brown & Brown and has held sales, analytics, marketing, & management positions. Joe holds a Florida Life & Health (2-15) License and a Group Benefits Disability Specialist certification. Joe earned his degree from the University of Central Florida with a BSBA in Economics.

Lindsey McClammy, *Marketing Leader*

✉ LMcClammy@bbdaytona.com | 📞 (386) 239-8892

Lindsey McClammy oversees Brown & Brown Daytona Beach's employee benefits marketing team. She has spent her 10+ years at Brown & Brown first as small business leader, then as senior marketing analyst, and developed into a leader with strong carrier relationships to get deals done for our clients. Lindsey earned her Bachelor of Arts in Communications from the University of West Florida and holds a Florida Life & Health (2-15) License.

Areas of specialization include:

- Self-Funded RFP Specifications
- Medical, Dental, Vision, Life, Disability, and Voluntary Products
- Fully Insured Plans, Partially Self-Funded Plans, and Self-Funded Plans
- Carrier Negotiations
- New carrier relationship development
- Contribution modeling and develop customized ad hoc reports with insurance carriers to facilitate the City of Holly Hill with plan decision throughout the year



Clare Sapp, Senior Account Manager

✉ csapp@bbdaytona.com | 📞 (386) 283-3751

Clare Sapp will oversee the team servicing the City of Holly and will be available for any service issues and concerns. She has over 24 years of insurance industry experience and holds a Florida Life & Health (2-15) License.

Areas of specialization include:

- Training of service team
- Maintaining strong relationships with service leaders at each carrier to resolve issues on behalf of our clients
- Assist employees during annual enrollment with benefit questions
- Providing guidance on employee benefit legislation, regulation, and procedures to ensure compliance
- Prepare communication for Annual Enrollment
- Assist client with eligibility issues
- Assist with implementation/ ongoing utilization of Benefit Administration system
- Assist with compliance items- COBRA, LOA, Retiree Billing
- Solving claims issues
- Process the annual renewal within the benefit administration system for carriers, rates and class structure
- Test, correct and retest the benefit administration system and inform PlanSource staff of necessary internal programming changes
- Assist or make appropriate liaisons regarding ACA processing and questions on employer reporting
- Lead the implementation of new carriers and plan designs for the City (e.g., US Able implementation); inform carriers of detailed requirements
- Prepare the Benefits at a Glance handbook

Brandon Savage, Director of Risk Management

✉ bthurston@bbdaytona.com | 📞 (386) 239-7230

Brandon Savage is responsible has over 12 years of insurance industry experience primarily and has excelled in a variety of diverse roles during this time, including Account Executive and Director of Account Management, predominantly for self-funded clients with 300+ lives. He is an alumnus of the State University of New York and holds a Florida Life & Health License. Brandon has been with Brown & Brown just under 5 years and leads the Analytics team, with responsibility for 3 teammates.

On a high level, Brandon's team is responsible for analyzing claims data, making recommendations for changes in plan design where needed, benchmarking plan designs, identifying cost drivers, as well as serving as the primary liaison with our actuaries. Specifically, his team provides quarterly claims analysis, total costs projections, benchmarking reports, contribution modeling, alternate stop loss deductible recommendations, and develop customized ad-hoc reports to address other areas of interest/concern.

Areas of specialization include:

- Actuarial Projections – aggregation of data, work with the Actuary, summarization of financial results
- Renewal Meeting Preparation and Presentation with HR and Health Insurance Committee to progress towards goals
- Monthly Plan Performance vs. Budget summaries, including stop loss monitoring and rebate tracking
- Ad-Hoc Reporting
- Semi-Annual / Quarterly Plan Performance Reviews
- FS 112.08 Filing – Aggregation of data, production of draft and filing by Actuary



Tiffany Hill, Certified Wellness Program Coordinator & Implementation Leader

✉ thill@bbdaytona.com | ☎ (386) 333-6064

Tiffany Hill is the primary leader of the implementation team. She is responsible for maintaining implementation calendar throughout the year, which includes all open enrollment meetings for entire Brown & Brown Daytona employee benefits book of business. Tiffany maintains relationships with the producer, marketer, and account manager as main point of contact for setting up both in person and virtual open enrollment meetings. Tiffany is responsible for sending out follow up client satisfaction surveys as well as communication results to internal team. She works directly with benefits leader to constantly seek out new and efficient solutions to provide client with ongoing education on their health and wellness plans.

As a Wellness Specialist, Tiffany is the client point of contact for any corporate wellness program initiative/effort. Tiffany is responsible for assisting clients as well as working with carrier partners to create and roll out all levels of corporate wellness programs. This includes supporting the client through organizing various onsite screenings and health fairs, creating and providing employee communications, assisting with client's online wellness platform, assisting clients with the creation of company wellness committee and lastly developing/driving yearly wellness strategies and goals. Tiffany is a certified as a wellness program coordinator through The Chapman Institute (CWPC) and holds a Florida Life & Health (2-15) License.

Steve Hall, Implementation Specialists

✉ shall@bbdaytona.com

Steve Hall will be the City of Holly Hill's dedicated implementation specialist. Steve's responsibilities will focus in and around the time of open enrollment but will also engage new employees per the direction of the City on a monthly or quarterly basis. Steve has an excellent understanding of all lines of coverage that we offer and has worked with all carriers through new business and renewals. Steve has over 10 years of customer service experience and is well versed in handling an array of questions, comments, and concerns from employees and will host as many meetings as the City of Holly Hill requires during open enrollment. Steve holds a Florida Life & Health (2-15) License.

VII. The Financial Capability

Certified Financial Statements

Brown & Brown's 10-K is our annual report required by the U.S. Securities and Exchange Commission, that gives a comprehensive summary of our financial performance. Brown & Brown's financials are audited by an independent registered public accounting firm, Deloitte & Touche LLP, per the 10-K found in the link below:

<https://investor.bbinsurance.com/node/17511/html>



Section IV

Scope of Services Offered

I. Proposed Services Provided in Response

Department Structure

Our team is unique for the fact that we have separate marketing, account management, risk management, population health and implementation teams. This allows each team to become subject matter experts in their respective fields and allows Brown & Brown to provide the best possible solutions in all areas. We also have a National Employee Benefits team that provides additional resources such as our Medical Director, Mental Health/Behavioral Director, Technology Director, and our Population Health Management Team. These resources combined allows us to provide our clients with cutting edge solutions in all areas of their health and welfare plans.

We are top tier, preferred agents with all major insurance carriers in the Central Florida Market and throughout the country. We earn this status by the amount of premium our clients have placed with the insurance carriers. Preferred status enables us to provide enhanced services to our clients including:

- Dedicated Account Managers to handle our clients' issues quickly
- Access to new products before other agents
- Access to leadership at the carriers when we need to escalate issues
- Weekly and monthly calls/meetings between our Benefits Leader and the VPs at the major medical carriers to discuss challenging renewals and issues

Brown & Brown will proactively schedule an in-person meeting at the beginning of each year, and as often as necessary throughout the year, to review the following topics:

- Confirm timeline for deliverables
- Develop a short and long-term health and welfare strategy
- Develop a benefits technology strategy
- Establish goals for the upcoming year
- Review benchmarking analysis
- Discuss updates to market climate (i.e. new vendors, products, trends)
- Discuss updates and new developments with current carriers
- Review any upcoming regulations under PPACA, HIPAA, Medicare Part D, FFCRA, CARES act or State specific legislation
- Share new service tools/resources/markets available to you

We have served as an extension of the City of Holly Hill's HR Team and work extremely hard to provide a resolution for any issues or concerns within a 24-hour period. When this time frame cannot be achieved, we will communicate the reason we are unable to resolve the issue and include an expected time frame as to when the issue will be resolved. Due to Brown & Brown's status with the insurance companies, we have a dedicated contact in each carrier's home office to assist us with resolution of any issues or concerns in a timely and efficient manner.

While we value our relationships with our carrier partners, we work for our clients first and foremost. We leverage our carrier relationships to get results for our clients in the form of lower rates, rate guarantees, and access to underwriters when needed, and to handle service issues as quickly and thoroughly as possible.



Risk Management/Data Analytics

We firmly hold the belief that clients need to leverage all data available to manage their health and welfare plans most effectively. This data needs to be presented to the City of Holly Hill in a concise and meaningful manner that can provide for actionable results. Our risk management team provides highly sophisticated data analyses such as: claim and utilization reports, COVID-19 cost projection tool, historical trends and future projections, benchmarking, a monthly budget analysis, plan design, contribution and compliance analyses. We provide quarterly claims and budgeting reporting as well as quarterly utilization analyses customized for each client. We have the ability to provide ad-hoc reporting, as needed, and will dissect the information into the specific categories that we have identified as high trend areas. We have an internal team of four analysts along with our internal and external actuaries that can analyze the data in every way necessary to ensure we have a complete understanding of what is driving the costs and find unique solutions to improve the health and welfare plans.

Marketing

We have a separate and distinct marketing department that assesses all carriers and stays well-informed on the latest products and services available. We feel we can provide the most comprehensive marketing effort in comparison to any broker in that we access the entire market and not just our preferred vendors. As the *largest insurance agency in the state*, we work closely with the insurance carrier representatives and underwriters to stay up to date with the changes in the market and developments specifically related to the healthcare industry. We regularly attend carrier seminars, host in-house meetings with insurance carrier representatives, and participate in webinars which relate to issues affecting our clients.

We are able to navigate the marketplace working with virtually all insurance carriers in the entire state, as well as nationally. As we place coverage (new and renewal) throughout the state, we use our market clout to have insurance carriers compete with one another for the business. Because of strong carrier partnerships, we *are often the first agency in the state to have access to new insurance carrier products*.

Our standard marketing process involves marketing to all carriers, TPA's and products that the client is interested in, and in doing so we are able to leverage the best price. We also request wellness and implementation funds, technology credits, along with service, network and pricing performance guarantees. We will continue to perform a full review of all the terms and conditions and make sure the City of Holly Hill is offered the most comprehensive health and welfare plans. There are times when we go through this process and do not recommend a carrier change; however, we are able to leverage the current vendor for improved pricing and services. If a carrier change is being contemplated, we will perform a comprehensive network re-pricing and provider disruption.



Account Management/ Service

Brown & Brown provides a dedicated account management team to assist the City of Holly Hill and its employees navigate through any claim or billing issues or questions, claims appeals, pharmacy denials or delays, eligibility questions, explanation of benefits and services and benefit reviews when needed. We advocate for our clients on every issue to ensure accurate and timely resolution and escalating any unresolved issues. The Brown & Brown Daytona office staffs account managers with prior experience working in provider offices, who can assist our clients with provider coding errors, explaining Explanation of Benefit Statements, auditing provider billing for accuracy, and getting refunds issued for clients. Our Account Management Leadership team has the relationship with top management at the carrier level to resolve escalated issues timely. Brown & Brown has the convenience of being in the local area and therefore, our dedicated account manager will be available to assist with any issues onsite when necessary.

Our dedicated account management team has the capabilities, education and training to assist the City in the following areas:

- Research and responses to technical questions
- Claims reconciliation
- Wellness initiatives
- Conducting and attending annual open enrollment meetings and Wellness Fairs
- Legislative Compliance & Updates including Health Care Reform (PPACA)
- Continuous plan/contract analysis
- Provide guidance and assistance with PPACA, HIPAA/HITECH, FMLA, etc. reporting and employee notification
- Billing reconciliation and audits
- Enrollment meeting support
- Act as a liaison with employees and insurers to resolve any issues, or claim settlements

Brown & Brown's Account Management team always takes the lead on the designing and printing of the Employee Benefits Handbooks. After final decisions are made, the Senior Account Manager and team will meet with the City of Holly Hill's HR department with our ideas and samples for the handbooks and incorporate any additional content that the City of Holly Hill wishes to include. Our team will present the HR Team with a final copy for approval before we begin printing. We make sure the City will have these handbooks and any additional employee communications printed and assembled prior to employee meetings.

We ensure these Employee Benefit Booklets include the necessary compliance notices, appropriate education based on the lines of coverage being implemented each year, employee cost saving strategies and communications to support wellness initiatives. We also can provide these electronically for use at on-site presentations or for online webinars.

HR Employee Benefits Management

We have served as an extension of the City of Holly Hill's HR Team and work extremely hard to provide a resolution for any issues or concerns within a 24-hour period. When this time frame cannot be achieved, we will communicate the reason we are unable to resolve the issue and include an expected time frame as to when the issue will be resolved. Due to Brown & Brown's status with the insurance companies, we have a dedicated contact in each carrier's home office to assist us with resolution of any issues or concerns in a timely and efficient manner. Employee Benefits is complex, and we strive to make the administration of these plans as easy and simple as possible.

Population Health and Implementation



Population Health Management Team

Brown & Brown has a National Population Health Management (PHM) team and we have an internal implementation department to assist in the roll out of any new product or service. Our PHM team helps with an understanding of business issues and human capital needs, then applies our Intelligent Health Plan™ framework to develop a strategy with specific goals and objectives. We can then have a clear understanding of which workforce issues are having the most impact on your organization's performance, how important it is to attract talent, benefit costs, employee morale and engagement, absence and productivity. We will then establish measurable objectives, invest in evidence-based solutions, develop and plan to engage employees and their families and monitor performance.

Employee Advocacy

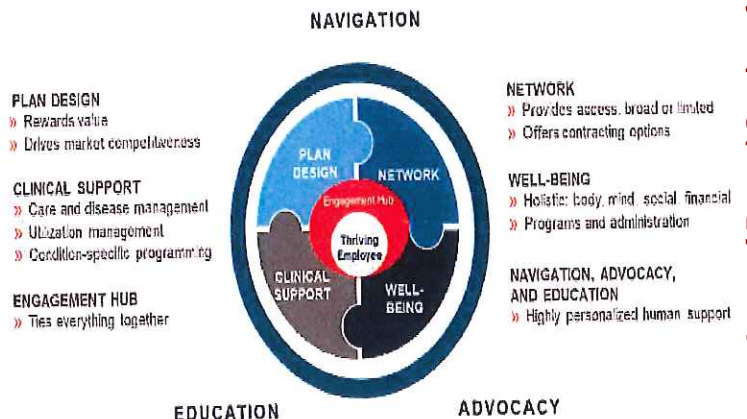
Through the marketing process we will request wellness funds from the vendors in order to fund third party vendors that the City of Holly Hill may wish to engage. One large area of focus is employee advocacy. The advocacy vendors change the focus of large case management and disease management from engaging employees in traditional, non-effective methods to intercepting the members through calls and claims questions to assist them in understanding the plan and how to better manage their current acute or chronic health condition.

Employee Education

Our in-house implementation team's sole focus is employee education. They are available at any time during the year. At the beginning of our relationship we will determine the most effective utilization of this team in coordination with the team at the City of Holly Hill and can set a schedule of employee meetings, webinars, lunch and learns or one on one consultations. Our implementation team allows our clients to focus on the broader Value on Investment (VOI) view of the impacts their population health program can have on business outcomes and can increase employee engagement, productivity, attract talent and reduce absenteeism rather than just trying to influence physical health through traditional wellness programs.

INTELLIGENT HEALTH PLAN™

The Intelligent Health Plan (IHP) is available through our Population Health practice and is Brown & Brown's framework for developing a population health strategy tailored to the unique needs of each of our customers. It combines a value-based benefit design, comprehensive and integrated member decision support tools, and best-in-class clinical programs and ties these together with an engagement hub and a sophisticated data analytics solution.



Technology and Compliance

Brown & Brown has been a leader in utilizing technology to enhance the employee benefit experience for employees and their families as well as ensure our clients stay compliant with all federal and state laws. In addition to our technology we have access to a number of compliance resources including HR Workplace that provides HR Consulting, Miller Johnson ERISA attorney's, Employment Law helpline with Ford & Harrison attorneys and Spot On Resources which is a compliance, HR and Wellness client web portal.

As a consultant for several multi-state employers, our team is thoroughly trained on new and current state regulations pertinent to the compliance of our customers. We have both internal and external legal counsel to keep us at the forefront of any changes in both state and federal legislation. Our internal legal counsel is used to advise for most matters, as they are also insurance experts. In addition to our internal team, we have contracted with a third-party legal firm, Miller Johnson and Ford Harrison, both specializing in all aspect of Health and Welfare plans:

- PPACA
- HIPAA/HITECH
- Medicare Part D
- Employment law
- FMLA, FFCRA
- CARES Act.

In addition, any time a client has a benefit related legal question, we email our attorneys, and forward their legal opinion on the matter to the client. These responses are generally within the same day and add significant value. Should changes in regulation impact the City of Holly Hill's employee benefits program, we will work with our attorneys to ensure you are educated on the matter as early as possible and will assist in establishing a plan for compliance moving forward.

Our National Employee Benefits team and attorney partners have created state-specific compliance guides, checklists, and training videos to ensure our clients' programs conform with all necessary regulations.



Stay up to date on the latest legislative reforms and hot topics.

The content news feed on your home page is you go-to for all the latest resources relates to your business.



Quickly and easily find the resources you need, when you need them.

With thousands of easily searchable materials, Spot On resources is your one stop destination on topics including, compliance, safety, risk management, and employee newsletter. Access to online OSHA log to simplify OSHA recordkeeping compliance.



Find out how your company compares to similar firms and seek advice from industry peers.

Through Spot On Resources, you can participate in risk management surveys to see how your plans stack up like companies. Also access an online forum of industry peers to discuss best practices, challenges and more.



II. Preferred Status with Insurance Carriers

Health Insurance Pool Experience

Brown & Brown is an independent agent and is not owned by or owner of any health insurance pools. We always assist our clients in evaluating their options and have found that some clients find a pool to be the right fit for their situation.

For those clients, we have exclusive access to the Florida Government Healthcare Solutions Consortium. The FGHS Consortium is an alternative funding solution for Florida's public entities seeking to experience the benefits of self-insurance while limiting the risks traditionally associated with traditional self-insurance. The consortium is administered by the Benecon Group. Benecon has been developing and administering Health Insurance Consortiums for over 23 years with a 99% client retention ratio. They have developed 15 consortiums, 6 for public entities, and 9 for private companies. The FGHS Consortium is new to Florida, but we are happy to have it as another solution available to our Brown & Brown public entity clients.

Current PRIA/FGHS Members:

- Belleview, City of
- Collier Mosquito Control District
- Fort Myers Beach, Town of
- Haines City, City of
- Palmetto, Village of
- City of Davenport
- City of Groveland
- Lafayette County BOCC
- Madison, City of
- Madison County BOCC
- Washington County BOCC / Sheriffs
- City of Dade City
- Lake Alfred

While FGHS has many advantages, Brown & Brown does not push clients toward joining the consortium. We are first and foremost independent agents that present all available carriers and funding mechanisms. This is an additional option available exclusively to our clients.

Below is a listing of the carriers we work with and have preferred status (not exhaustive):

Medical	• Aetna • AllSavers • Assurant • AyMed • Florida Blue (all affiliates)	• Capital Health Plans • Cigna • Florida Health Care Plans • Health First / Florida Hospital Care Advantage	• Humana • Neighborhood Health Partnership • United Healthcare
Alternate Funding / Other	• Benecon / Veris • ELAP Services • Innovative Health Plan	• Innovative Workplace Benefits • National General Life • Ownership Rewards	• Trustmark • Wellnet
ASO & TPA	• Aetna / Meritain • Ameriplan • Allied • America's Choice	• BCBS of SC (TPA) • Cigna • Continental Benefits • Coresource	• Maestro Health • Mayo Clinic • Nova Health • UHC / UMR
Stop Loss	• AIG • Berkshire Hathaway • Guardian Life & Health • HCC Life	• HM Insurance • TMS (Munich) Re • SunLife Financial • Swiss Re	• Symetra • Voya Financial • Zurich
Pharmacy Benefit Management	• Axia Strategies • CVS Caremark • Coretrust	• Evergreen Rx • Express Scripts, Inc. • Optum Rx	• Pillar Rx • RxBenefits • WellDyne Rx
National Preferred Ancillary & Worksite	• Advantica • Aetna* • Aflac* • AIG* • Allstate Financial* • Ameritas • Axa Financial* • Boston Mutual* • Cigna* • Colonial Life* • Delta Dental*	• EyeMed • Florida Combined Life* • Guardian Life & Health* • Hartford Life* • Humana* • Liberty Mutual* • Lincoln Financial* • Metropolitan Life* • Mutual of Omaha* • Principal Financial* • Prudential of America*	• Reliance Standard* • Standard Insurance* • SunLife Financial (Assurant)* • Superior Vision • TransAmerica* • Unum Insurance* • Vision Service Plan • Voya Financial*
FSA, HSA, HRA	• EBC Flex • Health Equity • HSA Bank	• Infinisource • Optum Bank • PNC Bank	• ProBenefits • TASC • Wage Works
Technology	• Benefits Focus • Benefits Science • Hodges and Mace	• Jellyvision • Liazon • Maestro Health	• Maxwell Health • PlanSource • Web Benefits Design
Wellness	• Abenity • Go365 (Humana Vitality) • Health Advocate	• Health Designs • Rally • Redbrick Health	• Retrofit • Selfhelpworks • Virgin Pulse
EAP	• ACI Specialty Benefits • Aetna Resources For Living	• Bensinger, DuPont, & Associates • Integrated Behavioral Health	• Ancillary Carriers marked with "*" also offer EAP services



As the 6th largest broker in the world, Brown & Brown has representatives on all of the major agent advisory panels and is at the forefront of any new trends in the benefits space. We regularly meet with leadership at the carriers and have access to new products and services before other agents. We even have some products that are **only available to Brown & Brown clients**, like the Florida Government Healthcare Solutions (FGHS) consortium. Please find some examples of alternative funding options, consortiums and captives we can offer our clients:



Reference-Based Pricing's Impact on Employee Benefits

Learn how the latest cost saving strategy can lower medical rates for employer healthcare.



IN THIS SESSION:

You will learn about an innovative healthcare strategy saving employers 18% to 22% on their healthcare spend. For years employers have dealt with double-digit rate increases, with no end in sight. In addition, the PPO "network discount" has done nothing to help employers curb these uncontrollable costs. What value is a discount off an already overinflated charge? What transparency is provided when you can't understand where the charges are coming from?

Reference-Based Pricing (RBP) addresses all of these challenges and more. Join us to discuss:

- The evolution of reference-based pricing
- Lessons learned over the past five years
- How RBP can be an effective solution to reduce medical costs and increase employee engagement
- Characteristics of the best programs to minimize employee friction and reduce costs
- Client and employee experiences with RBP

JOIN THE SEMINAR ➔ Thursday, September 13th, 2018 @ 11 am EST

VENUE

Noah's of Lake Mary
720 Currency Circle
Lake Mary, FL 32746

DURATION

11:00am - 1:00pm

RSVP

RSVP by September 6th
tlarsen@bbdaytona.com
386-239-5738

OUR SPEAKER



Next Impact is a consulting firm specializing in working with employers, and their advisors, on reference-based pricing. They work with various solution providers and employers across the country and have implemented this innovative strategy in diverse scenarios. As former benefits consultants, self-funding experts, and data geeks, Next Impact provides a wealth of knowledge and experience to help navigate this leading cost containment strategy.



Who should Attend? CFOs, Risk Managers and Senior HR Leaders

- Seating Limited - ➔ ➔ ➔ **Questions** Contact Tiffany Larsen at (386) 239-5738.



SAMPLE PERFORMANCE REPORT FROM A BROWN & BROWN CLIENT IN FGHS CONSORTIUM

City ABC FGHS CLAIM FUND PERFORMANCE REPORT				
	2014-2015	2015-2016	2016-2017	2017-2018
Claim Fund Deposits	\$896,503	\$1,099,086	\$1,291,672	\$899,785
Reinsurance Reimbursements	\$104,402	\$273,008	\$1,029,070	\$25,195
Claims Paid	\$874,756	\$1,550,892	\$2,069,006	\$796,599
Cross Share	\$12,615	\$0	\$10,776	\$851
Surplus	\$113,535	(\$178,799)	\$240,960	\$127,531
Performance Ratio	94.5% *	127.89%	88.6% **	94.3% ***
TOTAL SURPLUS	\$482,026			

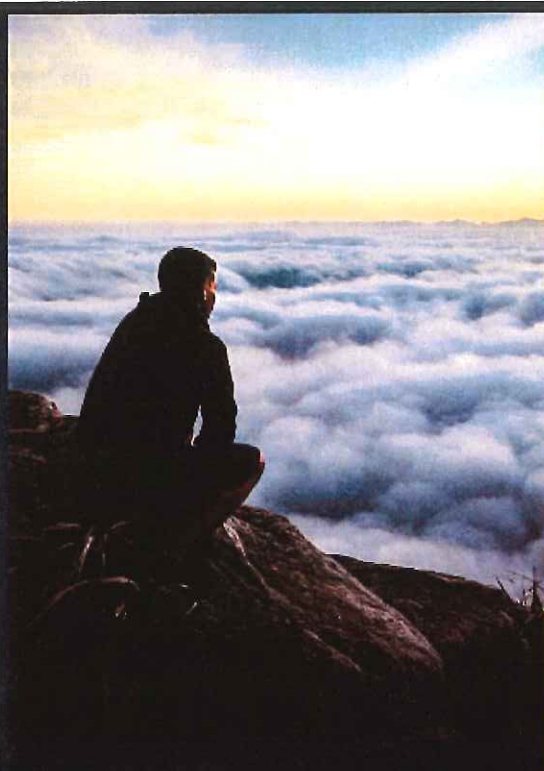
*UHC Advance Deposit of \$24,000 and Bank Service Fee of \$1,430

**Bank Service Fee of \$589

***Results as of May 31, 2018 and based on Expected Claim Fund. Final surplus will be net of UHC Advance Deposit of \$14,000

BENECON





The Difference

01 Medical Captive

Approximately 15% fixed cost • Employer retains some risk, shares some risk, and shifts catastrophic risk • Services can be best in class, flexible • Transparent control • Employer retains profits on 80-85% of claim spend

02 Self-Funded

Approximately 40% fixed cost • Employer assumes 100% of their own risk • Services can be split apart • Some control • Employer assumes 100% of claims volatility

03 Fully Insured

100% fixed cost • All services and options are controlled by insurance company • No control • Insurance company keeps all profits • No transparency

Controlling Costs with Captives

What is a Group Captive?

A health insurance pool formed by companies joining together to reduce the cost of their medical benefit spend.

Why do it?

- 98% of employers with more than 1,000 employees self-fund.
- Middle market employers (20-1,000) value the cost savings of self funding, but struggle with the volatility at meaningful retentions (greater than \$100K).
- Medical Captive's pooling mechanism with the captive dividend and loss spreading offers a unique solution to cost volatility.

How it Works

- **Risk Taking:** Each employer will self-insure at least \$10K of claims per member, per policy period.
- **Risk Sharing:** For claims between \$10K and \$500K, employers pool stop loss premiums and claims.
- **Risk Shifting:** For claims above \$500K and 125% of expected, reinsurance is purchased.

What to Look for...

- **Transparency:** Regular medical and claims data reporting and up-front fixed and variable cost information.
- **Control:** Control your employee benefit plan with choice of network, claims service, plan language and cost containment solutions.
- **Cost Savings:** Realize and retain the benefit from controlling costs through variable cost funding strategy.
- **Turnkey:** A complete benefit solution available with all necessary detail included in one proposal.



ROUNDSTONE

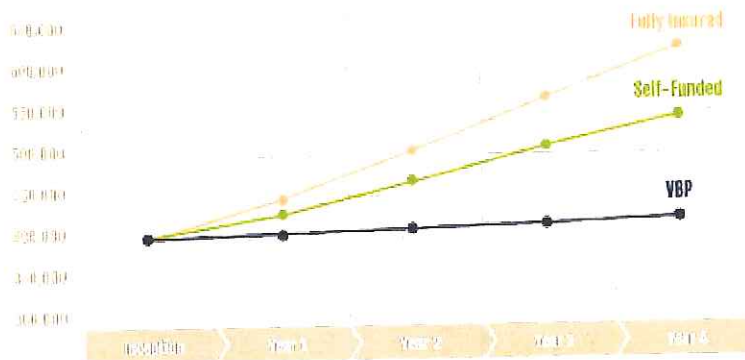
TURNING RISK INTO RESULTS

440.617.0333
RoundstoneInsurance.com

Value Based Payments

An alternative to traditional HMO or PPO plans Value based payments is gaining momentum throughout the US. It provides savings of 25%+ by paying hospitals and facilities based on a percentage of Medicare. Each year all hospitals and facilities must file their costs with the Center for Medicare and Medicaid Services, CMS, and Medicare pays them enough to make a small profit. VBP programs are self funded plans wherein the employer's Plan Document states that the plan will pay a percentage above what Medicare pays at that facility for the same service. Most commonly, this amount is between 125% and 175% of Medicare. Traditional PPO plans work differently. They negotiate a "discount" off the charged amount for each service. Which does not consider what that starting amount is and whether it is a fair price. Analysis has shown that in Florida specifically, insurance plans pay 500%+ what Medicare pays for the same service. There is some employee disruption and a change in processes to seek non-emergency care, but for those employers that want to save money, this is the most effective tool available.

How Health Plan, Inc's (HPI) VBP COMPARES



VBP Keeps Yearly Increases TO A MINIMUM

HPI's VBP facility claims rates are 140% of Medicare, compared to traditional PPO rates of 500% of Medicare, which saves you a tremendous amount of money year over year.

Example based on \$400,000 inception cost with 125% (fully insured), 85% (self-funded) and 125% (HPI's VBP) yearly increases.

For many fully insured employers, substantial savings can be realized by moving to a form of self insurance. Examples of these include standalone self funding, level funding, or joining a risk sharing captive or consortium. For most fully insured plans, the cost of administration is between 15-20%, which means if the group's claims run better than an 80% loss ratio, the carrier makes more in profits. By self insuring, the employer keeps funds that would otherwise be carrier profit on better than average claims years.

Illustrative Level-Funded Surplus Share

Surplus Share:	50%
Annual Claims Funding (Including Corridor):	\$1,130,616.00
Terminal Fund:	\$117,772.50
Corridor:	110.00%

Loss Ratio	Cumulative Claims Payment (12 Months)	Cumulative Claims Surplus	50% Surplus Share
50%	\$565,308.00	\$565,308.00	\$223,767.75
55%	\$621,838.80	\$508,777.20	\$195,502.35
60%	\$678,369.60	\$452,246.40	\$167,236.95
65%	\$734,900.40	\$395,715.60	\$138,971.55
70%	\$791,431.20	\$339,184.80	\$110,706.15
75%	\$847,962.00	\$282,654.00	\$82,440.75
80%	\$904,492.80	\$226,123.20	\$54,175.35
85%	\$961,023.60	\$169,592.40	\$25,909.95
90%	\$1,017,554.40	\$113,061.60	\$0.00
95%	\$1,074,085.20	\$56,530.80	\$0.00
100%	\$1,130,616.00	\$0.00	\$0.00

III. Employee Self Service Portal

In addition to the employee open enrollment communication capabilities of PlanSource, our team has a variety of internet-based communication tools that can be utilized by the City of Holly Hill. Over the years we have continued to enhance our product offerings directed towards employee engagement and communication. We have 2 new products that are available to the City of Holly Hill include an Employee App: MyBenefits App, and BenefitHub, an online discount and direct bill Hub containing many different services. BenefitHub was recently rolled out to all of our clients. The site can be accessed at www.hollyhillfl.benefithub.com.

Employee Benefits Technology

Regarding Benefits Technology, we understand the landscape is constantly evolving which is why we have an entire Brown & Brown team dedicated to employee benefit technology and platforms.

We recently completed an RFP of over 60 HRIS and Benefit Administration technology platforms and have selected four as our preferred vendors. This is outlined in more detail in the Online Platforms and Technology section of this RFP. We build and maintain these preferred vendors systems in house so there can be more flexibility with adjustments that need to be made, assured of the accuracy of the systems and an expedited EDI file feed process can occur.

All of our preferred vendors have employee mobile apps available for member convenience and the ability to text message updates and reminders. Our clients are able to view the systems in their entirety and run any type of report needed for informational and administrative purposes.

In addition, we have preferred pricing with these vendors to make them affordable to all of our clients. We also have enhanced technology services with our Employee Benefits App and Benefits Hub website. The Benefits app can allow your employees easy access to the health and welfare plans information, ID cards, and fund balances in HSA and FSA accounts. The Benefits Hub website is a discount service platform that contains discounts for many different services such as weight loss programs, gyms, grocery delivery, pet insurance, etc. We are happy to provide a demonstration of these services.



ATTRACT, RETAIN, AND MOTIVATE THE BEST TALENT FOR YOUR BUSINESS WITH BENEFITHUB

BenefitHub is an easy-to-use portal with a full range of benefits and rewards you can offer your employees.

Why BenefitHub?

- All your benefits, in one place
- Easy to use
- Incredible savings for your employees

20

Years In Business

5/10

Largest US Employers Use BenefitHub

10,000+

Customers Using BenefitHub

\$4,900

Average Annual Employee Savings

72%

Employee Engagement

Join dozens of Fortune 100 companies including America's two biggest employers.
Please contact us to learn more about our employee benefit solutions.



PlanSource

Online enrollment, billing, ACA compliance reporting and ongoing benefit administration.

See fee schedule, City will continue to receive Plansource services at no cost.

Brown & Brown will continue to provide the ACA reporting function for free.

PlanSource Offers the Best Experience For



A Mobile-Friendly Employee Experience



People-Friendly Experience



Tailor-Made Recommendations



Shopping Cart and Checkout



Educational Videos and Content



Sophisticated Benefits Administration and Automation



Eligibility Management



Open Enrollment and Life Events



Employee Communications



Cost Calculations



Flexible Reporting



Data Exchange with Carriers

www.plansource.com | sales@plansource.com | (877) 735-0468 | [f](#) | [in](#) | [in](#)

IV. Additional Benefit Services

In addition to the quality services highlighted in this RFP, Brown & Brown offers the below additional services:

- Free Cobra Administration
- HR Workplace Services – additional HR consulting and advise for all HR needs
- PlanSource – Online enrollment, billing, ACA compliance reporting and ongoing benefit administration
- Certified Wellness Program Coordinator
- Quarterly Claims Review (including historical claim analysis to identify trends and anomalies and make recommendations for potential actions to be taken)
- Employer and employee contribution modeling
- Ad Hoc Claims Analysis any time throughout the year
- Dedicated Senior Account Manager
- Expert Consulting and Implementation of Employee Clinics
- Customized Rx Programs
- Customized wellness programs
- Zywave
- Benchmarking Analysis
- Access to Florida Local Government Health Insurance Consortium
- Self-funded Feasibility Study
- Telemedicine Programs
- Employee Decision Making Tools
- Employee Total Compensation Statements
- Section 125 Compliance
- Plan Document/Wrap Document Preparation
- Medicare Supplemental Plan Options
- Assistance with Union Negotiations
- Free Access to ERISA Attorney
- Employee Surveys
- Dependent Eligibility Audits
- Pharmacy Benefit Manager Consulting
- Advantage Card Coalition
- Payroll vendor partnerships/discounts
- Commission Workshop Presentations
- Plan Design Analysis for medical and ancillary coverages (review of alternative options with associated cost savings projections)
- On-going contract review (to ensure conformity with City requirements)
- Attend and participate in annual open enrollment/benefits fairs
- Coordinate and participate in implementation of benefits, open enrollment and employee educational meetings
- Development of employee communications/educational materials
- Prepare and customize Benefits at a Glance Booklets
- State and Federal Legislative Compliance and updates including ACA
- Provide guidance and assistance with PPACA, HIPAA, ADA, FMLA, etc. reporting and employee notification
- Billing reconciliation and audits
- Act as a liaison with employees and insurers to resolve any issues/claim settlements
- Design and prepare annual personalized Employee Compensation Statements
- Provider Transparency Tools
- Health Advocacy Services



Below please find our Service Listing separated by category:

Account Executive/ Project Manager

- Plan design consultation, implementation and year-round management
- Presentations to boards and leaders
- Review and implementation of complete cost containment procedures
- Resolve escalated client issues with insurance carriers' leadership
- Provide federal and state compliance updates as changes occur
- Educate client on unique and creative solutions for a competitive benefits program
- Benefit program negotiations with all appropriate insurance carriers
- Develop short- and long-term strategies with client
- Identify resources, products, services in response to client challenges
- Available 24/7 for issues, questions and requests

Marketing

- Prepare Request for Proposal for benefit services
- Network disruption analysis
- Review all plan documents to ensure all changes are agreed and decided upon
- Provide vendor notifications to clients including recalls on drugs, network additions and deletions, etc.
- Maintain preferred/highest level status with all insurance carriers
- Generate our own comprehensive underwriting analysis to negotiate carrier rates
- Provide marketing analysis including all competitive quotes within a comprehensive proposal
- Develop new insurance programs via regular meetings with carriers/ TPAs
- Negotiate multi-year rate guarantees, second year rate caps, package discounts, performance guarantees, technology and wellness subsidies



V. Proof of Insurance

ACORD **CERTIFICATE OF LIABILITY INSURANCE** (01/01/2022)

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 favor of such endorsement(s).

INSURED: Ocean & Island Hotels, Inc.
200 South Michigan Avenue
Daytona Beach, FL 32114

AGENCY: Lashin Keller
Lashin Keller
(386) 251-7242
lkashin@laskin.com

COVERAGE: ☒ General Liability ☒ Products/Completed Operations ☐ Automobile Liability ☐ Workers Compensation ☐ Nuclear Energy ☐ Pollution ☐ Fidelity/Bond ☐ Directors & Officers ☐ Professional Services ☐ Cyber ☐ Other

COVERAGE: ☒ General Liability ☒ Products/Completed Operations ☐ Automobile Liability ☐ Workers Compensation ☐ Nuclear Energy ☐ Pollution ☐ Fidelity/Bond ☐ Directors & Officers ☐ Professional Services ☐ Cyber ☐ Other

COVERAGE: ☒ General Liability ☒ Products/Completed Operations ☐ Automobile Liability ☐ Workers Compensation ☐ Nuclear Energy ☐ Pollution ☐ Fidelity/Bond ☐ Directors & Officers ☐ Professional Services ☐ Cyber ☐ Other

COVERAGE: ☒ General Liability ☒ Products/Completed Operations ☐ Automobile Liability ☐ Workers Compensation ☐ Nuclear Energy ☐ Pollution ☐ Fidelity/Bond ☐ Directors & Officers ☐ Professional Services ☐ Cyber ☐ Other

CERTIFICATE HOLDER: CITY OF DAYTONA
170 S. FLORIDA AVE
DAYTONA, FL 32122

CANCELLATION: OTHER THAN ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THE WRITING NOTICE WILL BE CANCELLED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Signature: [Signature]

ACORD 25 (01/01/22) The ACORD name and logo are registered marks of ACORD.

ACORD **ADDITIONAL REMARKS SCHEDULE** (01/01/2022)

AGENCY CUSTOMER: _____
LOCAL: _____

INSURED: Ocean & Island Hotels, Inc.
AGENCY: Lashin Keller
COVERAGE: General Liability, Products/Completed Operations, Automobile Liability, Workers Compensation, Nuclear Energy, Pollution, Fidelity/Bond, Directors & Officers, Professional Services, Cyber, Other

ADDITIONAL REMARKS:

REMARKS: THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM 25. FORM NUMBER: 25 FORM TITLE: Additional Remarks Schedule. THIS FORM IS TO BE USED TO PROVIDE ADDITIONAL INFORMATION TO THE POLICYHOLDER. IT IS NOT TO BE USED TO PROVIDE ADDITIONAL COVERAGE OR TO AMEND THE POLICY. IT IS THE RESPONSIBILITY OF THE AGENT TO PROVIDE THIS FORM TO THE POLICYHOLDER. IT IS THE RESPONSIBILITY OF THE POLICYHOLDER TO REVIEW THIS FORM AND SIGN IT. IT IS THE RESPONSIBILITY OF THE AGENT TO PROVIDE THIS FORM TO THE POLICYHOLDER. IT IS THE RESPONSIBILITY OF THE POLICYHOLDER TO REVIEW THIS FORM AND SIGN IT. IT IS THE RESPONSIBILITY OF THE AGENT TO PROVIDE THIS FORM TO THE POLICYHOLDER. IT IS THE RESPONSIBILITY OF THE POLICYHOLDER TO REVIEW THIS FORM AND SIGN IT.

ACORD 25 (01/01/22) The ACORD name and logo are registered marks of ACORD.

v. Proof of Insurance

Local Vendor Preference (5 points)

The City follows its local bidder preference ordinance as applicable. Please see the City code of ordinances pertaining to local bidder preference for further clarification.

Fee Proposal (30 points)

The evaluation criteria will be reviewed by the evaluation committee. The City shall in addition to price consider other factors shown above.

Evaluation

This process will culminate with the identification of those considered to be the best qualified to partner with the City in providing the desired services and will be presented to the City commission for award of the bid. The City Commission's award is final. Accordingly, since other factors in addition to price will be considered, the City reserves the right to award the contract to other than the Vendor submitting the lowest price submittal, to accept or reject any submittal or portion thereof, and to negotiate or not negotiate with any firm.

Section V

The submittal shall be organized in binder form using index tabs to correspond to the following required information:

1. Methodology – A brief summary demonstrating an understanding of the services required and a planned approach to achieve those directives.
2. Submittal Form – Section III, Qualifications / Evaluation Criteria of this RFP **must be returned, each page initialed**, with your submittal.
3. Other Information – Include copies of all applicable licenses and Errors and Omissions certificate.



Local Vendor Preference

We should meet the requirements as a local vendor, as we are headquartered 220 south Ridgewood Ave, Daytona Beach 32114



Fee Proposal

The current fee for the City of Holly Hill is \$35,000. Should the City of Holly Hill decide to continue working with Brown & Brown for the upcoming contract period, the fee will remain \$35,000. Brown & Brown does not charge hourly rates, nor do we charge for travel or incidentals. There are no additional charges other than the \$35,000 annual fee. The services provided are outlined below.

Cobra Administration
 Non-discrimination testing
 HIPAA/HITECH training
 HR Workplace Services – additional HR consulting and advise for all HR needs
 Section 125 Compliance
 Plan Document/Wrap Document Preparation
 Medicare Supplemental Plan Options
 Assistance with Union Negotiations
 Employee Surveys
 Dependent Eligibility Audits
 PlanSource – Online enrollment, billing, ACA compliance reporting and ongoing benefit administration
 Certified Wellness Program Coordinator
 Quarterly Claims Review (including historical claim analysis to identify trends and anomalies and make recommendations for potential actions to be taken)
 Employer and employee contribution modeling
 Ad Hoc Claims Analysis any time throughout the year
 Dedicated Senior Account Manager
 Customized Rx Programs
 Customized wellness programs
 Spot on Resources
 Benchmarking Analysis

Access to Florida Local Government Health Insurance Consortium
 Employee Decision Making Tools
 Pharmacy Benefit Manager Consulting
 Payroll vendor partnerships/discounts
 Commission Workshop Presentations
 Plan Design Analysis for medical and ancillary coverages (review of alternative options with associated cost savings projections)
 On-going contract review (to ensure conformity with District requirements)
 Attendance and active participation in annual open enrollment/benefits fairs
 Coordinate and lead the implementation of benefits, open enrollment and employee educational meetings
 Development of employee communications/educational materials
 Prepare and customize Benefits at a Glance Booklets
 State and Federal Legislative Compliance and updates including ACA
 Provide guidance and assistance with PPACA, HIPAA, ADA, FMLA, etc. reporting and employee notification
 Billing reconciliation and audits
 Act as a liaison with employees and insurers to resolve any issues/claim settlements
 Design and prepare annual personalized Employee Compensation Statements
 Provider Transparency Tools



Section V



Section V

1. Methodology

We have had the pleasure of being the City of Holly Hill's consultant team for 15 years. We have a thorough understanding of the services the City needs and we feel we have exceeded those needs in the time we have spent servicing the City. We have demonstrated our ability to continue offering the City's outlined service needs within our RFP response.

2. Submittal Forms

Section III.

Where applicable please check the correct response:

Q1. Is the Agent of Record properly licensed by the State of Florida; currently in good standing with the State of Florida Department of Insurance and all other applicable regulatory entities to conduct business in the state and provide the required services requested.

A1: ☒ Yes ☐ No

Q2. Does the Agent of Record have a minimum of five (5) years' experience in providing governmental insurance services?

A2: ☒ Yes ☐ No

Q3. Has the Agent of Record had municipal clients within the last ten (10) years?

A3: ☒ Yes ☐ No

If yes, please provide a list five (5) clients below.

1. City of Ormond Beach-Claire Whitley, Assistant City Manager 386-676-3202
2. City of Edgewater- Julie Christine, Human Resources Director (386) 424-2400, Ext #1701
3. Clerk of Court- Robin Beaulieu, Human Resources Director 386-822-5753, extension 16514
4. City of Port Orange- Heather Carrizales, Human Resources Director Phone: (386) 506-5561
5. Town of Ponce Inlet - Kim Cherbano, Human Resources Director (386)236-2152 Office

Q4. Can the Agent of Record produce reference contacts from municipal clients serviced within the past ten (10) years?

A4: ☒ Yes ☐ No

If yes, please list entity name(s), contact name(s) and contact phone number(s) below. **NOTE:** Contacts listed will be validated.

1. City of Ormond Beach-Claire Whitley, Assistant City Manager 386-676-3202
2. City of Edgewater- Julie Christine, Human Resources Director (386) 424-2400, Ext #1701
3. Clerk of Court- Robin Beaulieu, Human Resources Director 386-822-5753, extension 16514
4. City of Port Orange- Heather Carrizales, Human Resources Director Phone: (386) 506-5561
5. Town of Ponce Inlet - Kim Cherbano, Human Resources Director (386)236-2152 Office



Section III. (Continued)

Q5. As an Agent of Record, do you have benefit seminar planning experience?

A5 ☒ Yes ☐ No

Q6. As an Agent of Record, do you understand the Scope of Services?

A6 ☒ Yes ☐ No

Q7. As an Agent of Record have you had government experience with the following types of insurance and service?

A1. Agent of Record:

Medical:	☒ Yes	☐ No
Vision:	☒ Yes	☐ No
Dental:	☒ Yes	☐ No
Long Term Disability:	☒ Yes	☐ No
Life:	☒ Yes	☐ No
Flexible Spending Plan:	☒ Yes	☐ No
Claims Services:	☒ Yes	☐ No
Voluntary Benefits Services:	☒ Yes	☐ No

Q8. Have Agent of Record or any member of your agency ever been indicted, convicted, plead guilty or plead no contest to the commission of a felony?

A2. ☐ Yes ☒ No

Q9. As an Agent of Record, does your agency hold a minimum of five million dollars in professional errors and omissions liability insurance?

A9: ☒ Yes ☐ No

If not, what is the limit? _____

Q10. Have Agent of Record or any member of your agency been involved in any claim or litigation with any Federal, State or Local Government or Private Entity?

A10. ☒ Yes ☐ No

As a publicly traded company, information regarding pending litigation is available in our public filings with the Securities and Exchange Commission.

Section III. (Continued)

Q11. As an Agent of Record, do you have preferred status with the insurance carriers? If so, please list which carriers and at what level:

The table below shows the carriers that Brown & Brown has access to and preferred status

Carrier Name	Aligned with since	Agency Status
Aetna, Inc.	1939	Preferred Broker
Advantica	2011	Highest Level
American Heritage Life	1956	Highest Level
Ameritas	1939	Highest Level
Assurant	1939	Highest Level
Avestis	1978	Highest Level
Avmed	2007	Highest Level
BlueCross and BlueShield	1944	Blue Diamond
Boston Mutual	1939	Highest Level
Capital Health Plan	1982	Highest Level
CBCA	1978	Highest Level
Cigna	1939	Preferred Broker
CNA Insurance Companies	1939	Highest Level
Cole Managed Vision	1988	Highest Level
CompBenefits Corporation	2000	Highest Level
Coresource	1991	Highest Level
Delta Dental	1966	Highest Level
Employers Reinsurance	1982	Highest Level
Eyemed Vision Care	1988	Highest Level
Fiserv	1985	Highest Level
Florida HealthCare	1974	Highest Level
Genworth Financial	1939	Highest Level
Great-West Healthcare	1939	Highest Level
Guardian, The	1939	Highest Level
Hartford	1939	Highest Level
Health First Health	1997	Highest Level
Horizon / Advent Health	1998	Highest Level
Humana, Inc.	1963	Highest Level
Jefferson-Pilot/ Lincoln Financial	1939	Highest Level
Kaiser	1996	Highest Level
MetLife	1939	Highest Level
Mutual of Omaha Insurance	1941	Highest Level
Pacific Life & Annuity	1937	Highest Level
Principal Life Insurance	1941	Highest Level
Prudential Insurance Company	1939	Highest Level
Re MetLife	2003	Highest Level
Reliance Standard	1939	Highest Level
SafeGuard Health	1974	Highest Level
Shenandoah Life	1939	Highest Level
Standard Insurance	1939	Highest Level
Sun Life of Canada	1939	Highest Level
United Benefit, (IPA)	2002	Highest Level
United Concordia	1992	Highest Level
United HealthCare (UHC)	1980	Platinum
UNUM Provident /NHP	1999	Highest Level
Wellpoint	2004	Highest Level
Meritain	1939	Preferred Broker
UMR	1980	Platinum
Benson	2010	Proprietary to B&B

Brown & Brown will leverage our substantial book of business with the insurance carriers to ensure the City receives the most competitive rates available in the market. Brown & Brown, Inc., has more business with the insurance carriers than any of our competitors which affords us a distinct advantage when it is time to negotiate.

Q11. Who will be the City's principal contact(s) for this project? Provide name, title, and a brief description of the individual(s) experience in brokering benefit coverage.

Please refer to the next page for a list of the principal contacts for this project along with a brief description.



Jessica Scott, Senior Vice President, City of Holly Hill's Primary Contact

Jessica will be responsible for leading the team in all aspects of the health & welfare engagement. She will provide strategic advice and support on all facets of the employee benefit plans, from plan design strategy, funding alternatives, implementation, administration, board and committee presentations, resolving escalated service/claim issues and compliance.

Jessica has been working with both local and statewide non-profit clients for the duration of her career. Jessica also serves on the following local non-profit boards: PACE Center for Girls, YMCA, Checkered Flag Committee and former Board Chair of Domestic Abuse Council and United Way of Volusia and Flagler. Jessica grew up in Ormond Beach and went to college at Furman University in Greenville, SC, where she obtained her Bachelor of Arts degree in Psychology. Jessica holds her insurance license for Life, Variable Annuities & Health.

Clare Sapp, Senior Account Manager

Clare Sapp will oversee the team servicing for the City of Holly and will be available for any service issues and concerns. She has over 24 years of insurance industry experience and holds a Florida Life & Health (2-15) License.

Areas of specialization include:

- Training of service team
- Maintaining strong relationships with service leaders at each carrier to resolve issues on behalf of our clients
- Assist employees during annual enrollment with benefit questions
- Providing guidance on employee benefit legislation, regulation, and procedures to ensure compliance
- Prepare communication for Annual Enrollment
- Assist client with eligibility issues
- Assist with implementation/ ongoing utilization of Benefit Administration system
- Assist with compliance items- COBRA, LOA, Retiree Billing
- Solving claims issues

Joe Martino, Marketing Analyst

Joe is responsible for the strategy and implementation of our best-in-class annual marketing process. The goal is always to deliver our clients a desirable benefits program at the best pricing. Joe maintains exceptional carrier relationships and uses aggressive negotiation to meet client's budgetary needs. Joe manages a block of business in excess of 60 large group accounts, with focus on public entity, schools/universities, & private entities w/ over 200 eligible.

Tiffany Hill, Certified Wellness Program Coordinator & Implementation Leader

Tiffany Hill is the primary leader of the implementation team. She is responsible for maintaining implementation calendar throughout the year, which includes all open enrollment meetings for entire Brown & Brown Daytona employee benefits book of business. Tiffany maintains relationships with the producer, marketer, and account manager as main point of contact for setting up both in person and virtual open enrollment meetings. Tiffany is responsible for sending out follow up client satisfaction surveys as well as communication results to internal team. She works directly with benefits leader to constantly seek out new and efficient solutions to provide client with ongoing education on their health and wellness plans.

Steve Hall, Implementation Specialists

Steve Hall will be the City of Holly Hill's dedicated implementation specialist. Steve's responsibilities will focus in and around the time of open enrollment but will also engage new employees per the direction of the City of Holly Hill's on a monthly or quarterly basis. Steve has an excellent understanding of all lines of coverage that we offer and has worked with all carriers through new business and renewals. Steve has over 10 years of customer service experience and is well versed in handling an array of questions, comments, and concerns from employees and will host as many meetings as the City of Holly Hill's requires during open enrollment. Steve holds a Florida Life & Health (2-15) License.

Brandon Savage, Director of Risk Management

Brandon Savage is responsible has over 12 years of insurance industry experience primarily and has excelled in a variety of diverse roles during this time, including Account Executive and Director of Account Management, predominantly for self-funded clients with 300+ lives. He is an alumnus of the State University of New York and holds a Florida Life & Health License. Brandon has been with Brown & Brown just under 5 years and leads the Analytics team, with responsibility for 3 teammates.

On a high level, Brandon's team is responsible for analyzing claims data, making recommendations for changes in plan design where needed, benchmarking plan designs, identifying cost drivers, as well as serving as the primary liaison with our actuaries. Specifically, his team provides quarterly claims analysis, total costs projections, benchmarking reports, contribution modeling, alternate stop loss deductible recommendations, and develop customized ad-hoc reports to address other areas of interest/concern.

Initials: JS



3. Copies of all applicable license and Errors and Omissions certificate.

FLORIDA DEPARTMENT of FINANCIAL SERVICES

BROWN & BROWN OF FLORIDA, INC.

655 NORTH FRANKLIN STREET
SUITE 1900
TAMPA FL 33602

Agency License Number L007011

Location Number: 125245

Issued On 07/25/2006

Pursuant To Section 626.0428, Florida Statutes, This Agency Location Shall Be In The Active Full-Time Charge Of A Licensed And Appointed Agent Holding The Required Agent Licenses To Transact The Lines Of Insurance Being Handled At This Location.

Pursuant To Subsection 626.172(4), Florida Statutes, Each Agency Location Must Display The License Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency Location.

Jeff Atwater
Chief Financial Officer
State of Florida



State of Florida

Department of State

I certify from the records of this office that BROWN & BROWN OF FLORIDA, INC. is a corporation organized under the laws of the State of Florida, filed on April 3, 1947.

The document number of this corporation is 150616.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on March 18, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Ninth day of January, 2020*



Ramón R. Ruiz
Secretary of State

Tracking Number: 6419870476CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



FLORIDA DEPARTMENT OF FINANCIAL SERVICES

STEPHEN PHILLIP FARMER

License Number : A081083

Resident Insurance License
#0220 - GENERAL LINES (PROP & CAS)

Issue Date
05/07/1996

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the FL Dept. of Financial Services website at <http://www.myfloridaleads.com/agent/>.

[Signature]
Jeff Ayres
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

DUSTIN SMURDON

License Number : W288069

Resident Insurance License
#0215 - LIFE INCL VAR ANNUITY & HEALTH
#0220 - GENERAL LINES (PROP & CAS)

Issue Date
08/26/2018
10/23/2015

Please Note: A license may only be renewed annually with an active appointment by an eligible insurer or employer. If you are acting as a broker from agent, you must register as a licensed intermediary representative and obtain your appointment renewal by the end of the year. If you are acting as a broker from agent, you must register as a licensed intermediary representative and obtain your appointment renewal by the end of the year. If you are acting as a broker from agent, you must register as a licensed intermediary representative and obtain your appointment renewal by the end of the year. To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the FL Dept. of Financial Services website at <http://www.myfloridaleads.com/agent/>.

[Signature]
Tanya Brown
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

JESSICA SCOTT

License Number : P076149

Resident Insurance License
#0214 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date
12/18/2006

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the FL Dept. of Financial Services website at <http://www.myfloridaleads.com/agent/>.

[Signature]
Jeff Ayres
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

CLARE MARY SAPP

License Number : D027256

Resident Insurance License
#0214 - LIFE INCL VARIABLE ANNUITY
#0240 - HEALTH
#0218 - LIFE & HEALTH
#0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date
01/03/2000
01/03/2000
01/03/2000
01/03/2000

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the FL Dept. of Financial Services website at <http://www.myfloridaleads.com/agent/>.

[Signature]
Jeff Ayres
Chief Financial Officer
State of Florida



ACORD **CERTIFICATE OF LIABILITY INSURANCE** (REV. 10/2018)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND DOES NOT CONSTITUTE A CONTRACT. THE POLICY OR POLICIES DESCRIBED HEREIN ARE SUBJECT TO THE TERMS, CONDITIONS, COVERAGES, EXCLUSIONS, ENDORSEMENTS AND RATES SET FORTH IN THE POLICY OR POLICIES. THIS CERTIFICATE DOES NOT ALTER OR CHANGE THE COVERAGE AFFORDED BY THE POLICIES. IF THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST BE ENDORSED TO PROVIDE FOR SUCH COVERAGE. A STATEMENT ON THIS CERTIFICATE DOES NOT CONSTITUTE A CONTRACT. A STATEMENT ON THIS CERTIFICATE DOES NOT CONSTITUTE A CONTRACT.

INSURER
Brown & Brown of Florida, Inc.
220 South Broward Avenue
Browns Beach, FL 32114

INSURED
BROWN & BROWN OF FLORIDA INC.
P.O. Box 2412
Browns Beach, FL 32116

COVERAGES

COVERAGE	TYPE OF COVERAGE	AMOUNT	START DATE	END DATE
A. AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT	\$1,000,000	01/01/2020	01/01/2021
B. AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT	\$1,000,000	01/01/2020	01/01/2021
C. AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT	\$1,000,000	01/01/2020	01/01/2021
D. AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT	\$1,000,000	01/01/2020	01/01/2021
E. AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT	\$1,000,000	01/01/2020	01/01/2021
F. AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT	\$1,000,000	01/01/2020	01/01/2021
G. AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT	\$1,000,000	01/01/2020	01/01/2021
H. AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT	\$1,000,000	01/01/2020	01/01/2021
I. AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT	\$1,000,000	01/01/2020	01/01/2021
J. AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT	\$1,000,000	01/01/2020	01/01/2021
K. AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT	\$1,000,000	01/01/2020	01/01/2021
L. AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT	\$1,000,000	01/01/2020	01/01/2021
M. AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT	\$1,000,000	01/01/2020	01/01/2021
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P. AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT	\$1,000,000	01/01/2020	01/01/2021
Q. AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT	\$1,000,000	01/01/2020	01/01/2021
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U. AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT	\$1,000,000	01/01/2020	01/01/2021
V. AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT	\$1,000,000	01/01/2020	01/01/2021
W. AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT	\$1,000,000	01/01/2020	01/01/2021
X. AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT	\$1,000,000	01/01/2020	01/01/2021
Y. AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT	\$1,000,000	01/01/2020	01/01/2021
Z. AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT	\$1,000,000	01/01/2020	01/01/2021

CERTIFICATE HOLDER
CITY OF BROWNS BEACH
220 S BROWNS BEACH AVE
BROWNS BEACH, FL 32116

CANCELLATION
POLICY OR POLICIES DESCRIBED HEREIN WILL BE CANCELLED BEFORE THE EXPIRATION DATE IF THE INSURED FAILS TO PAY THE PREMIUM AS DUE. NOTICE WILL BE GIVEN BY MAIL TO THE INSURED AT THE ADDRESS LAST KNOWN TO THE INSURER.

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ACORD **ADDITIONAL REMARKS SCHEDULE** (REV. 10/2018)

AGENCY CUSTOMER NO.: 1000

Page 1 of 1

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Q. AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT	\$1,000,000	01/01/2020	01/01/2021
R. AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT	\$1,000,000	01/01/2020	01/01/2021
S. AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT	\$1,000,000	01/01/2020	01/01/2021
T. AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT	\$1,000,000	01/01/2020	01/01/2021
U. AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT	\$1,000,000	01/01/2020	01/01/2021
V. AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT	\$1,000,000	01/01/2020	01/01/2021
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EXHIBIT "A"

INSURANCE CONSULTING SERVICES AGREEMENT

THIS AGREEMENT made and entered by and between the City of Holly Hill (City) and Brown & Brown of Florida (Agent of Record).

WITNESSETH

WHEREAS, the City desires to retain and engage an AGENT OF RECORD for the City for employee benefit programs.

WHEREAS, the parties hereto have reached an understanding with each other regarding the professional services to be performed and the compensation to be paid for such services as more specifically set forth herein.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the undersigned parties hereby agree to the following:

1) Engagement and Scope of Service. The City hereby retains the Agent of Record and the Agent of Record hereby accepts said engagement for the purpose of providing the City with professional services related to the City's insurance, including but not limited to:

a) Continually review the City's insurances and make recommendations to the City regarding all issues related to the City's insurances, including but not limited to the types of insurance needed, appropriate coverages and appropriate deductibles.

b) Market the insurance coverages on an annual basis including review of coverage forms, terms and conditions.

c) Review all insurance submittals and provide a summary to the City of all relevant information regarding each submittal including an evaluation of the limits, retentions, coverages, exclusions and pricing of all submittals. Agent of Record shall make a written recommendation to the City and detail

City of Holly Hill V1.0

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Initials: SB

the basis for the recommendation, including an evaluation of the limits, retentions and coverages. Agent of Record shall also evaluate the financial strength and solvency of each bidder.

d) Assist the City in negotiating coverages, policy language, services, limits, retention and price with a proposed insurer. Provide expertise in negotiations with insurers to obtain acceptable policy terms and conditions and in the preparation of manuscript forms and endorsements.

e) Assist the City to facilitate the review of all claims and to advocate for the City's interest.

f) Assist the City in all disputes with the City's insurance companies and to advocate for the City's interest.

g) Continually review and monitor applicable rules and laws and assure that the City's insurance programs are in compliance with all Federal, State, and Local rules. Ensure that all insurance coverage provided by the City's insurer's at all times meet or exceed the City's requested coverage. Continually monitor the financial strength and solvency of each of the City's insurance companies and advise the City of condition(s) that may adversely impact the insurance company's ability to fulfill its contractual obligations to the City.

h) Assess the cost effectiveness of such programs, offer alternatives for evaluation, and recommend changes that are in the best interest of the City.

i) Advise on current trends or innovative programs that may be of interest to or benefit the City.

j) Provide such other assistance as the City may request from the Agent of Record related to the City's insurance.

2) City Insurance. The Agent of Record agrees to provide the service described in Paragraph 1 above for all of the City's insurance, including insurance the City does not currently have but may elect to purchase during the term of this Agreement. The City's insurance shall at a minimum consist of the following:

(a) Employee Benefit Programs. Benefits shall include dental, vision, life, and voluntary benefit services.

3) Duration and Termination. The initial term of this Agreement shall be from 01/01/2021 date and shall expire on 12/31/2021. The City shall have the right to exercise two (2) successive one (1) year extensions on the same terms and conditions by providing the Agent of Record with written notice at least thirty (30) days before the end of the term of the City's intent to exercise the extension. In the event the City does not provide written notice of intent to exercise the extension, the Agreement shall expire. The Agreement may be terminated during the term as follows:

a. Either party shall have the right to terminate without cause upon providing the other party at least thirty (30) days advance written notice. If the Agent of Record terminates without cause, the Agent of Record shall not be entitled to any compensation from the effective date of termination. The City has the option of waiving the thirty (30) day notice and making the termination effective at an earlier date including up to the date of receipt of the notice. In the event the City terminates without cause, the Agent of Record will be paid the full compensation owed through the end of the current term of the Agreement as if the Agreement had not been terminated.

b. Either party shall have the right to terminate for cause upon providing the other party written notice outlining in detail the breach(s). The breaching party shall have thirty (30) days from receipt of said notice to correct the breach(s). In the event the breach(s) are not corrected within said period of time, the non-breaching party can terminate immediately upon providing the breaching party a written notice of termination. In the event the City terminates for cause, the Agent of Record shall not be entitled to receive any additional compensation after the effective date of the termination as provided in the written notice of termination. In the event the Agent of Record terminates for cause, the Agent of Record will be paid the full compensation owed through the end of the current term of the Agreement as if the Agreement had not been terminated. The only basis for the Agent of Record to terminate for cause is in the event the City fails to pay the Agent of Record compensation that is due and owing.

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Initials: 

4. Compensation. The Agent of Record shall be paid the total sum of \$ 70,000 for the services rendered for the duration of the contract.

Year One: \$ 35,000 Period 01/01/2021 - 12/31/2021
 Year Two: \$ 35,000 Period 01/01/2022 - 12/31/2022

Total: \$ 70,000

Options (if elected by City)

Year Three: \$ 35,000 Period 01/01/2023 - 12/31/2023
 Year Four: \$ 35,000 Period 01/01/2024 - 12/31/2024

One-half of the Annual compensation shall be paid within thirty (30) days of the City purchasing/renewing all insurance covered by this Agreement. The annual balance shall be paid in four equal quarterly installments from the effective date of this Agreement through the end of the annual period. Payment shall be made by the 15th of the first month of the quarter. Agent of Record shall be responsible for all costs it incurs in providing the City the services outlined in this Agreement. Agent of Record shall execute an affidavit(s) at the request of the City attesting that the insurance premiums paid by the City are net of any commission or other benefit paid to the Agent of Record and that the Agent of Record has not received any compensation or any other form of benefit due to the City purchasing said insurance(s) other than the compensation paid by the City.

5. Prohibited Services, Compensation and Conflicts. The Agent of Record hereby represents that the only compensation or any other form of benefit the Agent of Record received or will receive in any way related to the insurance obtained pursuant to this Agreement is the compensation set forth in Paragraph 4 above. The Agent of Record will act in the capacity as a broker, agent or agent of record for any insurance obtained or procured pursuant to this Agreement. At all times the Agent of Record shall avoid any relationship with any of the City's insurance companies that would create or give the appearance of a conflict of interest. Any questionable relationship shall be disclosed to the City and the City shall make the final determination as to whether the relationship creates a conflict of interest. In the event the City determines that a relationship creates a conflict of interest, the Agent of Record shall either not have the relationship with the insurance company or terminate this agreement without cause.

City of Holly Hill V1.0

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Initials: SB

6. Insurance. The Agent of Record shall at a minimum provide the following insurance and the City shall be named as an additional named insured on each policy:

a) Commercial liability insurance in an amount of not less than \$1,000,000 combined single limit, per occurrence for bodily injury and property damage.

b) Automobile liability insurance covering all owned, non-owned and hired vehicles used in connection with the operation of the Agent of Record, in an amount of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property.

c) Workers' compensation insurance for all employees of the proposing agency as required by Florida Law to include employee liability of not less than \$500,000 for each occurrence.

d) Errors and omissions liability coverage in an amount of not less than \$5,000,000.

7. Governing Law, Venue, Attorney Fees and Severability. The rights, obligations and remedies of the parties as specified under this Agreement shall be interpreted and governed by laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for any litigation arising out of or in any way related to this Agreement shall be in State Court, Volusia County, Florida and the Agent of Record specifically waives any Federal Court jurisdiction. The prevailing party in any litigation arising out of or in any way related to this Agreement shall be entitled to be reimbursed reasonable attorney fees and costs, including all cost of appeal.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto for the services to be performed and furnished by the Agent of Record hereunder. No statement, representation, writing understanding or agreement made by either party, or any representative of either party, which is not expressed herein shall not be binding. All changes to, additions to, modifications of, or amendments to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

City of Holly Hill V1.0

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Initials: SS

9. This Agreement shall be effective on January 01, 2021.

City of Holly Hill

Brown + Brown of FL

By: _____

By: SB

Title: _____

Title: EVP

Date: _____

Date: 11/13/2020

ADDENDUM NUMBER 1
RFQ 2021-HR-01
Agent of Record Services for
Employee Benefit Programs

CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFQ 2021-HR-01** for the above **Agent of Record Services for Employee Benefit Programs** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

Page 6 Section I. PROJECT DESCRIPTION is updated as follows:

The City of Holly Hill is requesting submittals from qualified firms to provide Agent of Record Services for the Employee Benefit Programs. The benefit programs include Medical, Dental, Vision, Life, ~~and~~ Voluntary Benefit Services and Fire Department State mandated cancer insurance.



 Signature acknowledges receipt and understanding of this addendum.

Steve Farmer ERP
 Name/Title

11/13/2020
 Date

ADDENDUM NUMBER 2
RFQ 2021-HR-01
Agent of Record Services for
Employee Benefit Programs

CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFQ 2021-HR-01** for the above **Agent of Record Services for Employee Benefit Programs** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

Page 5 addition A.18 Lobby Notice

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification. Firms and their agents are not to contact members of the City Commission for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal announcement to final Commission approval**, no firm or their agent shall contact any other employee of the City in reference to this Bid, with the exception of the Finance Director or the Human Resource Manager. Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

Page 14 Section 3. DURATION AND TERMINATION is updated as follows:

The initial term of this Agreement shall be from 01/01/2021 date and shall expire on 12/31/2021. The City shall have the right to exercise ~~two~~ **three (3)** successive one (1) year extensions on the same terms and conditions by providing the Agent of Record with written notice at least thirty (30) days before the end of the term of the City's intent to exercise the extension. In the event the City does not provide written notice of intent to exercise the extension, the Agreement shall expire. The Agreement may be terminated during the term as follows:

Page 15 Section 4. COMPENSATION is updated as follows:

Compensation. The Agent of Record shall be paid the total sum of \$ 35,000 for the services rendered for the duration of the contract.

Year One:	\$ <u>35,000</u>	Period 01/01/2021 - 12/31/2021
Year Two:	\$	Period 01/01/2022 - 12/31/2022
Total:	\$ <u>35,000</u>	

Options (if elected by City)

Year Two:	\$ <u>35,000</u>	Period 01/01/2022 - 12/31/2022
Year Three:	\$ <u>35,000</u>	Period 01/01/2023 - 12/31/2023
Year Four:	\$ <u>35,000</u>	Period 01/01/2024 - 12/31/2024

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RFQ 2021-HR-01 Addendum 2

**ADDITIONAL REQUIRED FORM
MUST BE SUBMITTED WITH BID RESPONSE
RFQ 2021-HR-01**

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, 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.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal 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.

IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Valerie Manning, City Clerk
386-248-9441
vmanning@hollyhillfl.org
1065 Ridgewood
Ave Holly Hill, FL
32117

A provision that requires the bidder to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the bidder does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the bidder or keep and maintain public records required by the public agency to perform the service. If the bidder transfers all public records to the public agency upon completion of the contract, the bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the bidder keeps and maintains public records upon completion of the contract, the bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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.

Company Name: Brown + Brown of FL

Authorized representative(printed): Steve Farmer

Authorized representative(signature): 

Date: 11/13/2020

QUESTIONS AND ANSWERS

Question:

- Is the Holly Hill health plan fully insured or partially self-funded?

Answer: Fully insured

Question:

- The consulting agreement (Page 14 of 17 - Section 3) shows a one year initial contract with (2) one year options; (Page 15 of 17 - Section 4) shows a two year contract with (2) one year options. Can you please clarify?

Answer: One year contract with options for successive years two through four.

Question:

- The RFQ asserts that the successful respondent must have the meet the following criteria:
 - Minimum of 5 years' experience dealing providing governmental insurance services – we also assume this includes school systems?
 - Does the Agent of Record have a minimum of five (5) years' experience in providing governmental insurance services?
 - Has the Agent of Record had municipal clients within the last ten (10) years?
 - Can the Agent of Record produce reference contacts from municipal clients serviced within the past ten (10) years?

If the agent of record cannot satisfy the other criteria mentioned above, are they automatically disqualified?

Answer: No, but submitter should demonstrate in there submission how the submitter's experience is of a similar nature as the requested criteria.

Question:

- The City of Holly Hill requests that proposer provide a minimum of five (5) references of similar size projects in similar circumstances with reference information, concentrating only on those projects completed within the last three (3) years or currently underway by the proposer's firm. If proposer is unable to provide 5 references, are we automatically disqualified?

Answer: No, but submitter should demonstrate in there submission how the submitter's references are of a similar nature as the requested references.

Question:

- The standard RFQ typically attempts to qualify an advisor based upon size, history, services, etc., but rarely does it seek to understand an advisor's ability to affect health plan costs. Can this qualify for a "Sole Source" exclusion to standard RFQ rules?

Answer: No**Question:**

- Can a bidder propose with an alternative approach other than the format provided and not be considered "unresponsive"? Are they allowed?

Answer: No

- Are "Piggybacks" allowed in lieu of this RFQ?

Answer: No**Question:**

- Is the CITY OF HOLLY HILL using a fully insured platform or a self-funded platform? If fully insured with an insurance carrier, can you share with us your reasoning for taking this funding approach? And, would the CITY OF HOLLY HILL consider a properly designed partially self-funded approach?

Answer: The City is fully insured currently and will consider partially funded approach for future contracts covered in years two (2) through four (4) of this.

Question:

- What is the CITY OF HOLLY HILL medical plan/other benefits plan year?

Answer: Calendar Year – January 1 through December 31

Question:

- Often, for a group the size of the CITY OF HOLLY HILL, the best way to directly control costs is to have available your own health facility. Has CITY OF HOLLY HILL considered (or would you consider) a "clinic" or wellness center approach?

Answer: Yes**Question:**

- Does the CITY OF HOLLY HILL have any current direct contracts/relationships with medical providers in the area?

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Answer: Yes – Florida Health Care

Question:

- We have some questions concerning the number of employee lives that the City of Holly Hill currently covers:

What is the total number of the City of Holly Hill employees?

Answer: 107

What is the total number of the City of Holly Hill benefit eligible employees?

Answer: 103

What is the current number of Employee contracts who are taking coverage under the medical plan, and does that include active employees and retirees? Not the total number of lives covered, but just the employee contracts?

Answer: Employees: 100 Retirees: 9

Question:

- What is the total number of bellybuttons (all employee lives plus spouse and dependents)?

Answer: 120

Question:

- How many years has the CITY OF HOLLY HILL been working with the current Agent of Record, who is that current Agent of Record, and before the current Agent of Record, who did CITY OF HOLLY HILL work with?

Answer: The current Agent of record is Brown & Brown, Inc. The City has been working with the current agent greater than 10 years

Question:

- What is the annual fee/commissions that CITY OF HOLLY HILL is currently paying the current Agent of Record – is it commissions alone, fee alone, or a combination of the two? Are there any commissions currently being paid to the current Agent of Record above and beyond their fee such as for other products including carrier inforce block bonuses -see below:
Medical, Dental, Vision, Life, and Voluntary Benefit Services and Fire Department
State mandated cancer insurance

Answer: Current fee is \$35,000 annually

Question:

- How long is the current contract with the medical insurance carrier/ASO assuming you are in a contract with them, and when does it expire?

Answer: One year expiring December 31, 2021

Question:

- Is the current medical insurance carrier/ASO to be the carrier regardless of the advisor choice?
- Is the advisor allowed to suggest a different direction for the administrative services?

Answer: Yes to both of the above questions

The same questions above apply to the other benefits below listed in ADDENDUM NUMBER 1 RFQ 2021-HR-01:

Medical, Dental, Vision, Life, and Voluntary Benefit Services and Fire Department State mandated cancer insurance

Answer: December 31, 2021

Question:

- When does CITY OF HOLLY HILL expect to evaluate different benefit options in the future, and how soon can they be implemented as we assume you are in contractual relationships with the current vendor partners?

Answer: Upon expiration of the contract period and any approved extensions.

Question:

- Will each bidder have an opportunity to present orally? Is there a chance that CITY OF HOLLY HILL will hire a consultant without an oral presentation? Please elaborate on the consultant selection process.

Answer: Bidder would present orally if, the Selection recommendation committee requests oral presentations. Yes the City may hire a consultant without oral presentations. The selection evaluation is described in Section IV pages 10 through 11 of the RFQ.

Question:

- How many people will be on the selection/evaluation committee to review these RFQ responses, and what are their titles/rolls?

Answer: Three people will be on the selection recommendation committee. Committee members have not yet been assigned. The City Commission will make the final determination. Please note the Lobbying section added to the RFQ on page 1 of this addendum.

Question:

- It appears the CITY OF HOLLY HILL employs union workers, if so, what roll will Unions or collective labor play in general and more specifically in the decision-making process associated with this RFQ? As an example, would a Union member be present on the selection committee?

Answer: The unions with the City are not involved in the decision making process, nor does the collective bargaining agreements require their approval.

Question:

- The RFQ ask "As an Agent of Record, does your agency hold a minimum of five million dollars in professional errors and omissions liability insurance?" – if the Agent of Record doesn't have \$5,000,000 coverage limit, are we automatically disqualified?

Answer: Yes

Question:

- The RFQ would suggest you will show some preference for a "local bidder preference ordinance" yet, like most large account RFQ your questions seem to be looking for size as a virtue in the process. Could you please provide clarity to this seeming contradiction?

Answer: The Local vendor preference is adopted in Resolution 2018-30 Section K-Local Vendor Preference policy 2.44 Vendor Preference which states:

"A local vendor would be interpreted as a bidder, which as of the date of the bid opening, has a valid Business Tax Receipt (BTR) issued by the City of Holly Hill to do business in the City of Holly Hill which authorizes the vendor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Holly Hill from which the vendor operates or performs business. A Post Office Box cannot be used to establish physical address.

A local vendor preference of no greater than 5% (Not to exceed \$5,000) of the price submitted by the non- local vendor shall be granted with City Commission approval."

Question:

- A follow-up question on the above, the RFQ states the following:

The City follows its local bidder preference ordinance as applicable. Please see the City code of ordinances pertaining to local bidder preference for further clarification. Where can we find this City code of ordinances pertaining to local bidder preference for further clarification? We have looked on the website, but we have been unable to locate this.

Answer: See response to previous answer

Question:

- What expectations does the CITY OF HOLLY HILL have for its consultant, once hired, as far as in person meetings? Example: weekly/monthly/quarterly insurance committee meetings, etc.?

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Answer: Meetings as needed and available through zoom and in person meetings

Question:

- What is the total medical and Rx spend combined annually? What is the medical ONLY spend annually? What is the pharmacy ONLY spend annually? Can any claims data be shared with us to review in our response?

Answer: This data is not available to the City; fully insured plans

Question:

- Would it be possible to obtain the following health insurance plan reports? :

Answer: Not available – The City of Holly Hill is fully insured.

Question:

- Can we get a copy of the current medical insurance carrier/ASO and Master Services Agreement?

Answer: Copy of FHC Contract - Attached

Question:

- Is the City of Holly Hill open to 2 different Benefit Advisory Firms partnering/working together i.e. multiple advisors (brokers) as we are part of a national group of 29 Benefit Advisory Firms that collaborate and partner together on many clients?

Answer: No – one firm

Question:

- Please provide clarification on the content a responder may submit that is deemed "exempt," "confidential," or "trade secret" as to how the responder is to respond in a different section. Can we respond under the applicable sections of the RFQ response as long as those pages are marked "exempt," "confidential," or "trade secret" or does it have to be placed in an entirely different section? See below from the RFQ p.14:

We are asking If material is claimed by the respondent to be "exempt", "confidential" or "trade secret", is it kept as such regardless of the RFQ's opinion as to the validity of such claim? Or can the RFQ override the request for "exempt", "confidential" or "trade secret" and make said materials public without permission from the respondent?

Answer: Please see the Public Records required form on page 2 of this addendum.

Question:

- What type of benefit technologies does CITY OF HOLLY HILL use that CITY OF HOLLY HILL may want to keep or would like to review in the future outside of the following below mentioned in the RFQ?

Answer: Current benefit technology is Plan Source. A compatible employee self-service online portal for employees to enroll and manage benefits plan, ACA tracking and reporting and the production of Employer IRS forms 1095-C is required.

Question:

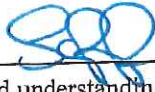
- Will the City extend the RFQ submission deadline?

Answer: No

Question:

- Can you please provide the current broker services agreement in place, and if the agreement does not include the current compensation, please provide that separately as well.

Answer: Current Broker agreement is attached to this addendum.



Signature acknowledges receipt and understanding of this addendum.

Steve Farmer EVP
Name/Title

11/13/2020
Date

City of Holly Hill



REQUEST FOR QUALIFICATIONS

Agent of Record Services for Employee Benefit Programs

[RFQ 2021-HR-01]

ORIGINAL

Responding Agent: Alan Florez
Telephone: (386) 455-0128
Email: AFlorez@Foundationrp.com



1540 Cornerstone Blvd. Suite 200
Daytona Beach, FL 32117
(386) 999-0001
(386) 523-9705 – FAX

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November 10, 2020

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



RE: Agent of Record Services for Employee Benefit Programs (RFQ 2021-HR-01)

Thank you for the opportunity to present our employee benefits consulting capabilities and service platform to the City of Holly Hill (the "City").

Acentria Public Risk is an agency of Foundation Risk Partners, Corp. established with the single purpose of servicing Florida's public entities.

Foundation Risk Partners (FRP) is a privately held brokerage and consulting firm that is headquartered in Daytona Beach. FRP began with the convergence of two large, established consulting and brokerage platforms that now provide FRP's comprehensive employee benefits and property and casualty insurance services. FRP currently operates in 13 states with more than 1,300 employees and is among the 25th largest insurance consulting and brokerage firms in the United States.

Our dedicated Public Entity Practice, Acentria Public Risk is guided by the principle of excellent risk management and experiential knowledge of governmental service provide an optimum outcome for our clients.

The practice is led by Alan Florez and David Lodwick who are authorized to make representation for the firm and to bind coverage for Acentria Public Risk.

Alan Florez, Executive Vice President

Public Entity Practice Leader
Acentria Public Risk
1540 Cornerstone Blvd., Ste. 200
Daytona Beach, FL 32117
Email : AFlorez@Foundationrp.com
Direct : (386) 455-0128

David Lodwick, CRM, CIC

Director of Public Entity Services
Acentria Public Risk
1540 Cornerstone Blvd., Ste 200
Daytona Beach, FL 32117
Email : DLodwick@Foundationrp.com
Mobile : (561) 827-6432

Prior to Acentria Public Risk, Alan and David both proudly served both State and local government in Tallahassee and Palm Beach County. After working in the public sector, Alan and David both held leadership roles for two of the largest competing organizations responsible for public entity insurance services. For over 10 years they have been fortunate to provide risk management programs to over 500 public entities in Florida.

Our Public Entity team is based locally in Daytona Beach and will provide a high level of service and expertise to the City staff. We have included an example Service Calendar as an indication of the services that the City should expect in addition to additional agency services. We are also including an Online Benefits Administration platform at no additional charge to the City as part of our proposed services.

We understand the unique needs associated with a City and are uniquely qualified to help Cities manage benefit programs in the face of mounting costs, regulatory pressures and ongoing changes in the healthcare and insurance industries.

We affirm that we meet all minimum qualifications set forth in this RFQ.

Our proposal for employee benefits includes the following services:

- Online benefits administration and enrollment
- Benefits administration technology and support
- Facilitation of open enrollment with the direction from HR
- Implementation and coordination of wellness and disease management program
- Current plan data analysis
- Plan marketing and carrier negotiations including all funding options
- Healthcare reform and other regulatory compliance support
- Employee education and communication campaigns
- Voluntary/worksites benefit products
- Design and facilitation of an annual short-term and long-term strategies

Acentria Public Risk is strategically aligned with the Florida League of Cities, the administrator for the Florida Municipal Insurance Trust. We are one of only two organizations that have access to the League's employee benefits program. Acentria Public Risk is able to present the FMIT program as a viable option for the City.

This additional option can also add pressure on traditional benefit carriers to obtain the best value for the City's employees.



This municipal pooling option through the Florida League of Cities is **fully insured and does not include exit/claims fees contained in many other pooling options.**

We have Preferred National Tier 1 status with all major insurers and serve on a majority of their advisory committees. As a hopeful partner with the City, we wish to make it clear that we will work for you, not the insurance companies. Our commitment is to, year in and year out, negotiate the most optimal carrier contracts available in the marketplace, by leveraging the breadth and depth of our book of business.

Our firm places approximately \$1 billion in annual premium volume with virtually all major and regional carriers. We have achieved Preferred Status with carriers, serve on their advisory boards and maintain direct access to top-level executives within their organizations. We will leverage our position to develop to negotiate cost-controlled, high-value benefit programs on behalf of the City and your employees.

COVID-19 Information Resources: As the coronavirus pandemic continues to unfold throughout the nation, employers look to us for guidance. We publish and maintain a [Coronavirus Resource page](#) with regularly updated information on benefits compliance, insurance carrier responses and suggested employer actions. The page includes updates from medical authorities, such as the **Centers for Disease Control and Prevention and Johns Hopkins Coronavirus Resource Center**. We are also helping our clients' employees understand how to respond to the virus' threat to their health. Our Coronavirus Resource page described above also includes links to infographics to educate employees about the pandemic. Our in-house team of content creators have launched a coronavirus employee education campaign with posters, flyers, a PowerPoint presentation, facts vs. myths, and other components.

As will be communicated throughout our RFQ response, we are a performance-based organization that is culturally committed to driving results. We specialize in public entities that are similar in size to the City of Holly Hill and are providing best in class service and driving the best value and results for our clients.

Thank you again for the opportunity to present our capabilities.

A handwritten signature in blue ink that reads "Alan Florez". The signature is stylized with a large, looped "A" and a cursive "Florez".

Alan Florez, Executive Vice President
Public Entity Practice Leader

Direct: 386.455.0128; AFlorez@foundationrp.com

Tab 1

Methodology

Online Benefit Administration:

We would provide a platform that allows employees to make benefit elections during open enrollment and at Qualifying Life Events at **no additional cost**. The system can limit members' abilities to make changes during the year, but employees are always able to login to the portal to view current benefit summaries and elections. Plan administrators can access system created and customized reporting to assist in auditing changes monitoring both employee and employer contributions.



Acentria Public Risk offers expert support for our Ben Admin Platform throughout the year including onboarding training for both the HR Users and the employees. Changes made in the Acentria Public Risk Ben Admin Portal are fed to the applicable carriers and vendors and managed by our team easing plan administration.

Saving the City Money, Reducing Staff Workload and Meeting Employee Needs

Acentria Public Risk offers an all inclusive model that includes Employee Navigator Online Enrollment, an internet-based employee benefits administration system in order to meet the growing benefit administration needs of the public sector.

- PAPERLESS – paper forms and files are replaced by a centralized HR management console and employee portal that's always up-to-date.
- EFFICIENT – Manage interactions in one place so you can spend more time growing your business and less time on manual process.
- ACCESSIBLE – Help your employees help themselves by allowing HR and employees to find the information they need without having to call for support,
- CONTROL- Go beyond the basics and improve communication and engagement with quick access to reports and configuration tools.

FOR HUMAN RESOURCES

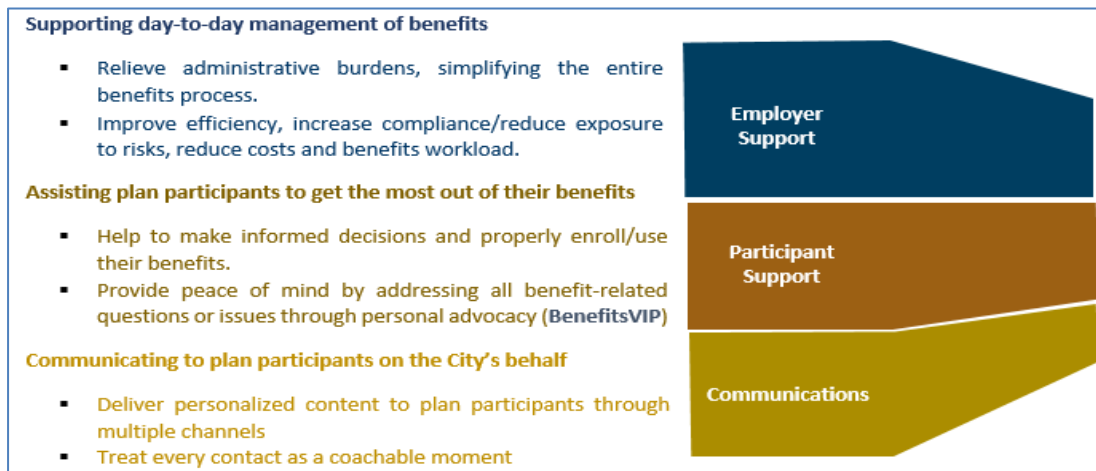
- Improves communication
- Gain instant access to your data
- East to use and customize
- Streamlines benefit shopping experience
- Modernizes employee management
- ACA Tracking, IRS 1095-3

FOR EMPLOYEES

- Easy access to HR information
- Intuitive benefit enrollment
- On-the go mobile access
- Paperless on-boarding
- Employee self-service

Our methodology features:

- **Analysis of current benefit program data to identify key cost drivers**
- A detailed **utilization and financial review** of benchmarking against regional, national and industry norms, plan performance, contracts, enrollee demographics, payroll contributions, benchmarking against regional, national and industry norms.
- **Evaluation of funding arrangements** including fully funded plans, level funding plans, municipal pooling options as well as self-funding options to ensure the optimal benefit and cost structure for the City's employees.
- **Striking the best plan cost and value** via our knowledge of and ongoing engagement with the benefits marketplace. We leverage our position as a respected national benefits broker during aggressive negotiations, resulting in the most advantageous pricing and plan design.
- **Personal support of your employees** through our in-house advocacy and service center, BenefitsVIP®, whose benefit professionals provide peace of mind as they assist your employees and HR team by answering their questions and resolving claims issues.



- **Employee education and communication strategies** that engage and educate plan participants to increase their benefits literacy and assist in controlling employer costs. Our campaigns feature targeted messaging to heighten participant awareness and perceived benefit value while promoting consumerism through education and engagement.



- **Wellness initiatives** to further assist in controlling near- and long-term cost while promoting personal responsibility for health and appropriate plan utilization.
- **A skilled in-house compliance staff**, who are experts in the Affordable Care Act and all other laws and regulations that impact benefit programs. They identify and resolve immediate risks and develop an ongoing strategy to keep plans compliant year after year. They communicate relevant government regulations and carrier information that affect benefits.

- **Benefits administration technology and support** to assist HR in day-to-day and annual tasks. Our platform empowers participants through online self-service tools, thus eliminating the burden of open enrollment and ongoing administration on HR personnel. Our approach streamlines and automates enrollment and eligibility systems, connects the employer with participants, educates them, and helps them manage their benefits.
- **Voluntary benefits consultation** to address workforce needs with a comprehensive strategy that provides additional robust coverage at little or no cost to the employer.

Our firm places approximately \$1 billion in annual premium volume with virtually all major and regional carriers. We have achieved Tier 1 status with carriers, serve on their advisory boards and maintain direct access to top-level executives within their organizations. We will leverage our position to develop and negotiate cost-controlled, high-value benefit programs on behalf of the City and your employees.

COVID-19 Information Resources: As the coronavirus pandemic continues to unfold throughout the nation, employers look to us for guidance. Foundation Risk Partners is closely following the latest news and government announcements related to the healthcare crisis. We have published a [Coronavirus Disease 2019 Resource page](#) with regularly updated information on benefits compliance, insurance carrier responses and suggested employer actions. The page includes updates from medical authorities, such as the ***Centers for Disease Control and Prevention and Johns Hopkins Coronavirus Resource Center***. We are also helping our clients' employees understand how to respond to the virus' threat to their health. Our Coronavirus Disease 2019 Resource page described above also includes links to infographics to educate employees about the pandemic. Our in-house team of insurance/benefits writers and graphic designers have launched a coronavirus employee education campaign with posters, flyers, a PowerPoint presentation, facts vs. myths, and other components.

Local Service Team:

The Public Entity service team that would work directly with the City of Holly Hill staff are located in our Daytona Beach office.

Daytona Beach Office:

- Address: 1540 Cornerstone Blvd. Suite 200, Daytona Beach, FL 32117
- Head of Office: Alan Florez – Executive Vice President

Our office hours are from 8:00AM - 5:00PM, Monday – Friday and our account leads understand that our priority is a commitment to immediate response and are available via cell phone at any time and their contact information will be provided.

Our team will meet with employees and actively manage the open enrollment process, provide immediate on-site responses to requests for meetings, attend claim review meetings and serve in a leadership role for the City.

Professional Staff**The team is led by Alan Florez and David Lodwick:**

- 40 years of combined public service in Florida (State and local level)
- Formerly held leadership position in the two largest public entity pools in the state of Florida
- Service team dedicated to public entity
- Located in Volusia County

Key team members and their roles are listed below:



Alan Florez, EVP, Southeast Sales

Account Role: Executive Advisor

Alan is responsible for executive oversight to include sales, service and operations. As an executive in the insurance intermediary industry for more than 12 years, Alan Florez presided over Florida's largest retail agency division. He managed 180 employees responsible for servicing and selling commercial insurance to private and public-sector clients. During this tenure the offices he presided over, achieved the highest levels of recognition for the nation's 6th largest insurance intermediary. **He has 10 years of service to governmental clients, including counties, school districts, cities and other municipalities.**

Before his career in the insurance industry, Alan was the Deputy Director of Legislative Affairs and Special Assistant to the Governor. He was appointed to the University of Central Florida's Board of Trustees in 2006 by Governor Jeb Bush and subsequently by Governor Rick Scott.



David Lodwick, CIC, CRM

Account Role: Director of Public Entity Services

David Lodwick coordinates the public entity activities and services for Foundation Risk Partners. David has served as a commercial insurance agent in Florida for more than three decades and has an extensive background in insurance program design and risk management consultancy for numerous municipalities throughout the state. **For seven years he was the Director of Trust Services for the Florida League of Cities**, where he supervised the marketing, risk control and recovery services programs for the Florida Municipal Insurance Trust. He also managed the property, liability and workers' compensation claims departments. Certifications include: Certified Risk Manager, Certified Insurance Counselor, National Alliance for Insurance Education and Research. Years of industry experience: 30.



Alex Doberstein, RHU, REBC, ChHC

Account Role: Benefits Resource Leader

Alex is a liason for Acentria Public Risk to the internal and external resources that are available including compliance, technology, administrative and analytical tools. He possesses the technical expertise and marketplace awareness to serve as a consultative resource.

Alex is an alumnus at Temple University with a degree in Risk Management and Insurance - Employee Benefits and has over a 12 year of employee benefits insurance industry experience.



Luke Wolkers

Account Role: Benefits Consultant

Luke is the primary consultant for his clients. He meets with his clients regularly to understand their needs and customizes insurance coverage and service offerings to best support his clients. Luke has expansive experience working with both public and private sector clients. Luke utilizes his experience to work with carriers and vendors to secure the best pricing and contract terms available for his clients. Luke has over 13 years of experience in the employee benefits and health insurance industry.



Amber Bair

Account Role: Account Management Team Lead

Amber drives the Account Management process and ensures Acentria Public Risk meets the client's expectations. Her role includes developing actionable strategies based on information gathered from the client. She is focused on delivering exceptional client service.

Amber is a graduate of Flagler College and has over 12 years of experience in the employee benefits insurance industry.

The selection of our team would allow the City to have a partnership with an experienced Government service team who has implemented leading edge concepts to their clients such as ***alternative funding arrangements, international pharmacy, consumer directed health plans, gap plans, telehealth programs, EAP, innovative wellness and disease management programs, reference based pricing, direct provider contracts, and pharmacy management.***

Foundation Risk Partners Public Entity Services is dedicated to providing world class service to our municipal clients. In this section, we cover all questions regarding Brokerage/Consulting Services, Communication, Enrollment and Benefits Administrative Services.

Key differentiators that Foundation Risk Partners Public Entity Services will bring to The City of Holly Hill:

- **Local Presence** through our Daytona Beach office allows Acentria Public Risk to provide The City with on-site support when needed.
 - With Offices across the state of Florida it also ensures **business continuity**, with Geographic separation of our people and our resources.
- **Experienced Specialists** to assist with all facets of Benefits Administration:
 - Compliance team
 - Benefits Administration Implementation team
 - On -staff ERISA Attorney
 - Underwriter/Actuary
 - Internal creative team of writers and designers generate professional, branded communication materials that support client engagement and educate employees
 - Internal wellness team
- **Impeccable account management support and administrative services**, collectively more than 100 years of benefits experience.
- **Tier 1 Recognition** with all major insurers
- **Expertise in evaluating multiple funding and plan options**, included data to allow our clients to make the most informed decisions possible.
 - **Fully Insured, Level Funding, Self-Insured, Captive Plans, Plan Design, International Medicine, Retiree Carveouts, Telemedicine**
 - **Including Strategic partnership with the Florida League of Cities** – Bringing pooling capabilities to the City. We are one of few benefits broker for the Florida Municipal Insurance Trust.
- **Adaptive Service Calendar to increase transparency with the City staff and ensure the City receives a promise that can be measured.**
- **Agnostic support of our Clients' Technology Platform**
- **Nationally Recognized thought leaders** with heavy involvement in PRIMA, Florida League of Cities, SHRM, etc.
- **Supporting our clients relentlessly through the COVID-19 pandemic** is something our clients have appreciated and is an important characteristic of us as a partner. While it is impossible to predict an unforeseen scenario like the recent pandemic, it is important to know that FRP is equipped to help our clients navigate the unexpected from a financial, compliance and employee-support perspective.



If selected as the City's Broker of Record, we would take a fresh and unbiased look at the current products and vendors in place. We will obtain proposals from appropriate carriers, alternate funding and municipal pooling options. We will manage the entirety of the process on behalf of the City.

Our firm is agnostic and does not maintain an ownership interest or management interest in any carrier proposed or any municipal pooling or consortium options.

As an authorized agent for virtually every A- or better rated insurance company/vendor in the marketplace, we pride ourselves on our ability to work with total objectivity in all of our initiatives. We focus on aligning our clients with the best suited vendor partners by utilizing data analytics to assist the City staff in decisions on plan design to obtain optimal benefit value.



Acentria Public Risk represents virtually every carrier nationwide and we participate on several national advisory boards: **Aetna, Cigna, United HealthCare, Hartford, Lincoln Financial, MetLife and Reliance Standard**. We have achieved Preferred status with most of the major insurers.

Preferred status typically results in a higher level of advocacy from the carrier, including but not limited to:

- Enhanced claims reporting at no additional cost
- Dedicated service teams
- Inclusion on the carriers' Advisory Council
- Accelerated case implementation
- Direct access to underwriters and medical directors
- New product rolls out

We leverage this industry clout when negotiating with carriers on rates, policy terms and plan design. As Public Entity specialists, we also have access to municipal pooling options that many brokers can't offer to the City. Several members of our staff serve on the Broker Advisory Boards of national insurers, including, the following list:

Formal Bid Process. Our team will collaborate with your human resources team, in creating a Request for Proposal (RFP). During our RFP process, we will prepare and manage the process to obtain competitive quotes from carriers and other vendors and serve as the contact during the bidding process. Our Request for Proposal (RFP) will include:

- Detailed benefit plan design
- Historical cost information
- Identify the appropriate markets to approach
- Customized request for proposal (RFP)
- Appetite for risk
- Demographics
- Industry
- Locations
- Technological knowledge
- Provider networks and discounts
- Wellness and disease management capabilities

Acentria Public Risk has vast experience in the solicitation of all insurances through working with public entity procurement departments and abiding by the Sunshine Law and State legislation.

Our firm has the ability to market your program to all national carriers and also would utilize the Florida Municipal Insurance Trust (FMIT) as an additional option. This fully insured pooling option is only available to 2 brokers in the State and will ensure the optimal pricing and benefit structure regardless of the carrier chosen.

Market Solicitation and Renewal Negotiation. All vendor proposals will be reviewed and evaluated by our team prior to presentation to the City staff. This evaluation and presentation processes will be inclusive of the following:

- Provide a detailed carrier analysis of their proposed benefit plan with comparison to in-force plans
- Illustrate the plan differences to include the advantages and disadvantages of each benefit
- Detailing a cost comparison of the total program cost
- Model employer and employee contributions
- Detail all applicable proposal caveats and exclusions
- Produce a network disruption report and discount analysis will be performed to compare and determine which proposers may be considered viable options for the City.

Once our analysis is complete, we will meet with HR staff and insurance committee to review all options and recommendations. After our presentation we will begin the best and final negotiation process, securing any missing information and clarifying any details prior to making a final recommendation.

We will collaborate with HR staff and insurance committee on the best and final process, then we will provide a formal evaluation and recommendation for presentation to the City staff, insurance committee and council for approval.

Below are case studies where we reduced the renewal premium increase and enhanced the employee benefits through our bid process and carrier negotiations.

Case Study 1

Situation: A public sector client with 85 employees was experiencing provider network issues, service problems, and being incorrectly billed month after month on their health insurance premiums. Their annual renewal was presented at an increase of 14% or \$124,368.

Solution: We managed a bid process via electronic posting as well as a submittal to all viable carriers in their geographic area. Once all proposals were received, reviewed and evaluated it was clear that our client had received several options to reduce their renewal cost as well as add benefit enhancements. We evaluated a network disruption report from all responding carriers to present to our client and continued with our negotiations for best terms and conditions.

Result: We reduced our client's annual premium by \$243, 000 for their renewal, experienced 0 network disruption to their employees, received an incentivized wellness program for employee participation and an Employee Assistance Program. Second year renewal we negotiated a 3% increase.

Case Study 1a

Situation: A Florida public entity on a fully insured contract continued experiencing year over year rate increases, being advised the increase was due to claims but no transparency on claim experience.

Solution: After being awarded agent of record through a formal bid process, our team analyzed a 3-year period of renewal history, claims, and large claim reporting to analytically present the benefit of moving to a pooling program. We managed a successful transition for the staff and their employees. The public entity benefitted from plan spend transparency, enhanced benefits, employee education and a comprehensive wellness program.

Result: The first-year renewal was a great success, our client renewed with no increase due to a positive claim year.

Case Study 2

Situation: A Florida City has approximately 350 full-time employees and spends \$3 million per year on healthcare. The City tried participation-based wellness with incentives offered to employees for participation, but healthcare costs continued to escalate year-over-year.

Solution: We deployed an outcome-based wellness program (backed with a technology platform) that financially rewarded preventive care activities and improvements to measurements such as high blood pressure, smoking, cholesterol and obesity. We also deployed nutritional seminars with metabolic profiling and Genetic testing, yielding 98% participation.

Result: The City yielded a 10% immediate ROI, offsetting the cost associated with the wellness platform entirely with a 2:1 return. This group has also had flat renewals for the previous three years on the aforementioned \$3 million spend. The City has successfully created a culture of wellbeing, one that employees now embrace.

Case Study 2a

Situation: A public sector client hired our firm to accomplish two primary goals (1) Mitigate premium spend on healthcare (2) Drive administrative efficiency to support their budget-driven reduction in HR staff. The client spent \$3M in health insurance premiums per year with 200 active and retiree participants on their plan.

Solution: Acentria Public Risk identified the underlying cost drivers of their program with the deployment of a full participation-based wellness program for the previous two years, steps-driven wellness program within which HRA funding occurs based on steps taken each day, along with an annual onsite health fair. We rolled out our Employee Navigator online enrollment technology tool, benefits administration outsourcing support and employee advocacy services to educate employees.

Results: Our client reduced their benefits spend by an average of -5% over the last three renewal cycles with no changes in the benefits offered to employees. We've also taken on all functions associated with benefits administration, becoming an extension of our client's internal benefits staff with direct interaction with employees for anything relating to the benefits program.

Claims Analytics

We affirm, Luke Wolkers and account management team will utilize claims analytics to assist in reviewing current plan designs and identify key cost drivers. In addition, the analysis will assist our team to effectively implement directed wellness initiatives for the City.

Health Plan Cost

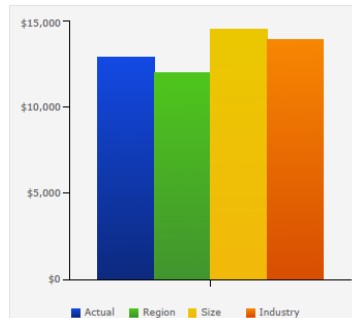
Gauge how your total health plan expense per employee compares to that of other similarly sized employers in your region and industry. Keep in mind:

- Prescription drug and fixed costs shown are based on values provided.
- Claim amounts represent claims paid during the period; they may not reflect all claims incurred over this period.

Region	REGION
Industry type	INDUSTRY

Points to consider:

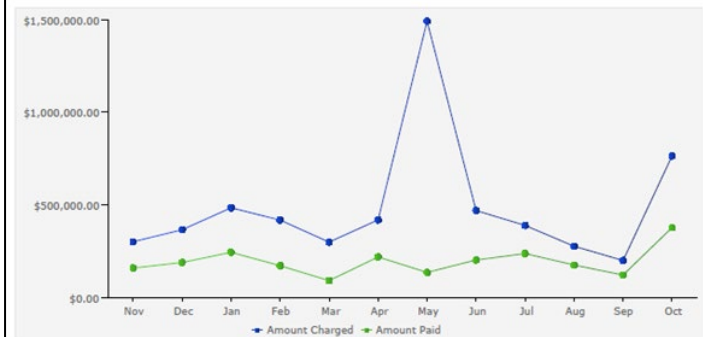
- Do you employ the most appropriate funding method for your health plan?
- Is there a need to review contribution levels or implement a spousal carve-out?
- What impact do catastrophic claims have on your costs?
- Is there a noticeable return on investment for managed care or other cost containment programs?
- Would potential cost savings be achieved if services, such as utilization review and disease management, were unbundled?



Total number of employees	223
Actual cost per employee	\$12,877.29
Total health plan cost	\$2,871,636.29
Norm cost per employee (region)	\$11,973.92
Norm total cost (region)	\$2,670,185.00
Norm cost per employee (employer size)	\$14,495.25
Norm total cost (employer size)	\$3,232,441.00
Norm cost per employee (industry type)	\$13,929.25
Norm total cost (industry type)	\$3,106,222.00

Health Plan Cost Trend

Examine the pattern of your claim charges and payments over the course of the reporting period to identify irregularities or opportunities.



Your Total Health Plan Cost

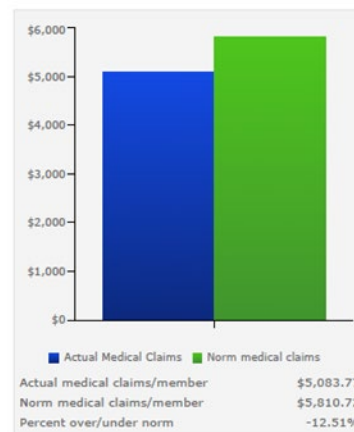
	Per Employee	Total
Net paid claims (less amount over specific)	\$10,466.18	\$2,333,958
Prescription drug costs	\$535.75	\$119,473
Administrative costs/premium	\$1,875.36	\$418,205
Actual cost	\$12,877.29	\$2,871,636
Region benchmark	\$11,973.92	\$2,670,185
Employer size benchmark	\$14,495.25	\$3,232,441
Industry type benchmark	\$13,929.25	\$3,106,222

Medical Claims Cost

Compare your costs per member with the norm. Administrative and fixed costs are not included; prescription drug expense is included unless otherwise stated. Use this exhibit as your first indication as to whether your claims costs are in-line with your peers, based on benchmarking by location, industry and plan type.

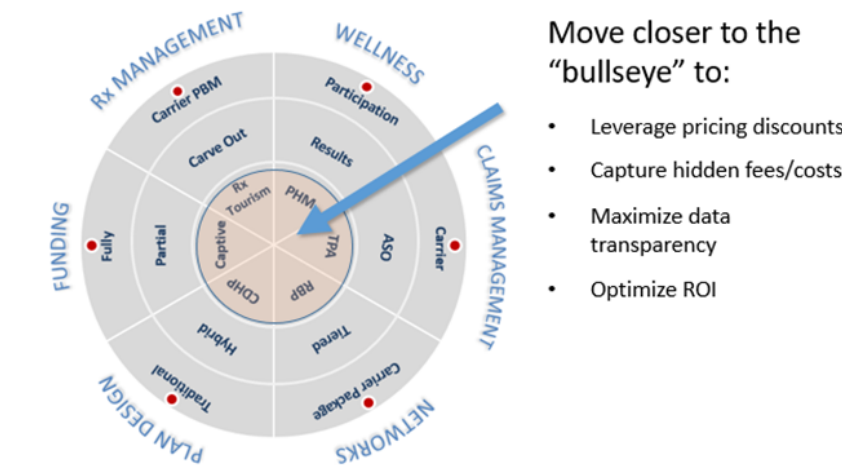
Points to consider:

- Are your costs in-line with that of your peers?
- Is your plan design competitive?
- Do any specific utilization and cost patterns suggest areas of opportunity?
- Are your high costs claims appropriately managed?
- Do you encourage preventive care for your plan participants?
- Would a disease management program help control costs?



Once we have reviewed claim reporting we are able to provide informed recommendations with consideration of both short-term and long-term cost containment.

HOW INNOVATIVE IS YOUR MEDICAL/RX COST CONTAINMENT STRATEGY?



Pharmacy	Networks	Plan Design
▪ PDL and Formulary Management ▪ Specialty drug copays ▪ International Mail Order	▪ Tiered Networks ▪ Ambulatory ▪ Surgical and Imaging ▪ Preferred Provider	▪ Premium provider network (reduced copays) ▪ Consumer-driven health plan (CDHP) w/ HSA ▪ Health Reimbursement Accounts (HRA)
Funding	Claims Management	Wellness
▪ Participating or dividend eligible contracts ▪ Alternate Funding ▪ Government Pooling Programs	▪ Claims advocacy ▪ Member education ▪ Claims auditing	▪ Results based wellness ▪ Employee pricing differentials ▪ Onsite physicals ▪ Population health management

Our goal is to provide the City with a program that meets the City’s objectives. We strive to reduce costs while minimizing coverage changes and disruption while increasing transparency.

Luke Wolkers, in his role as the City’s assigned team leader and account management team will continuously monitor and evaluate the plan utilization and performance on an ongoing basis. Luke will consistently communicate with your HR staff and insurance committee to explore ways to enhance the employee benefits program, including wellness partners, disease management program, telehealth program, mail order pharmacy, Gap plans, EAP and other cost saving initiatives. As part of the review process we will benchmark the City’s current benefit program. Benchmarking is an additional, and extremely important piece of the review process. We understand that the employee benefits program is

an important component of attracting and retaining quality employees. We have comparative data readily available to ensure the City's program remains competitive and cost effective.

We believe the COVID-19 pandemic illustrated our commitment to thought leadership, compliance resources and speed of information. The following provides small excerpts of our client resource center. We welcome the City to visit the site at www.foundationrp.com/coronavirus.

Most recent example of timely content and seminars is our COVID-19 Information Resources provided on the next page.

Communications:

Most recent example of timely content and seminar is our COVID-19 Information Resources

Client Compliance

As the coronavirus pandemic continues to unfold throughout the nation, employers look to us for guidance. Our organization is closely following the latest news and government announcements related to the healthcare crisis. We have published a [Coronavirus Resource page](#) with regularly updated information on benefits compliance, insurance carrier responses and suggested employer actions. The page includes updates from medical authorities, such as the Centers for Disease Control and Prevention and Johns Hopkins Coronavirus Resource Center.

Our website, also lists routine client [services](#) provided by our skilled in-house compliance staff.

Employee Communications

We help our clients' employees understand how to respond to the virus' threat to their health. Our Coronavirus Resource page described above also includes links to infographics to educate employees about the pandemic.

COVID-19 INSURANCE UPDATES	ALERTS FROM OUR ERISA ATTORNEY
UPDATED! Ancillary Carriers Announce Hold on Renewal Rates Due to COVID-19 Crisis <i>April 29, 2020</i> UPDATED! Health Insurers Waive Cost-sharing for COVID-19 Treatment <i>April 17, 2020</i> HDHPs Can Cover COVID-19 Testing and Treatment Pre-Deductible <i>March 11, 2020</i> Telemedicine as a Triage Resource <i>March 10, 2020</i> View updates from insurance carriers below: • Aetna • AmeriHealth • Ameritas • Anthem • Capital BlueCross • CareFirst • Cigna • Empire • Florida Blue • Guardian • Horizon Blue Cross Blue Shield of NJ • Independence Blue Cross • MetLife • Principal • Reliance Standard • Strategic Benefit Resources • The Hartford • UnitedHealthcare/Oxford	President Signs \$484 Billion Coronavirus Relief Package into Law 4.27.2020 President Signs CARES Act into Law 3.30.2020 Senate Approves Coronavirus Bill; Now Under Review by the House 3.27.2020 DOL Guidance Clarifies Coronavirus Paid Leave Requirements 3.26.2020 Agencies Issue Guidance on Coronavirus Paid Leave Tax Credits 3.25.2020 Important State & Federal Reporting and Enrollment Extensions 3.25.2020 Tax Day now July 15 3.21.2020 HIPAA Non-compliance Enforcement Relaxed for Telehealth Services 3.19.2020 COVID-19 Compliance Briefing Livestream 3.18.2020 Enhanced Telehealth Regulatory Flexibility for Medicare Participants 3.17.2020 HHS issues Press Release to further explain new guidance for Telehealth Services 3.17.2020 Read Our Compliance Alerts

Tab 2

Submittal Form



REQUEST FOR QUALIFICATIONS
RFQ 2021-HR-01
City of Holly Hill

PROJECT NAME:

Agent of Record Services for
Employee Benefit Programs

BID BOND REQUIRED: NO
PERFORMANCE BOND REQUIRED: NO

The City of Holly Hill requests qualifications for Agent of Record Services for Employee Benefits Programs effective January 1, 2021. All responses should include one (1) original, which shall be clearly marked as the original, three (3) copies and electronic fully complete copy in pdf format on a thumb drive.

Refer all technical questions regarding this bid to:

Diane Cole
Human Resources Manager
1065 Ridgewood Avenue
Holly Hill, FL 32117

RFQ CLOSING DATE: November, 17 2020

RFQ CLOSING TIME: 2:00 PM

All submittals must be received prior to the date and the time shown above.

REQUEST FOR QUALIFICATIONS

The following must be completed, signed, and returned as part of your submittal. Submittals will not be accepted without this form, signed by an authorized agent of the bidder, and delivered by bid closing date and time.

COMPANY NAME: Foundation Risk Partners, Corp dba Acentria Public Risk
 MAILING ADDRESS: 1540 Cornerstone Blvd. Ste 200,
 CITY, STATE, ZIP: Daytona Beach, FL 32117
 FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 81-5191759
 TELEPHONE NUMBER: 386-999-0001 FACSIMILE NUMBER: 386-673-5370
 EMAIL: RBeach@Foundationrp.com

PRIMARY CONTACT INFO FOR CONTRACT MANAGEMENT: Employee Benefits Program

NAME: Luke Wolkers, Executive Vice President
 MAILING ADDRESS: 1540 Cornerstone Blvd, Ste. 200
 CITY, STATE, ZIP: Daytona Beach, FL 32117
 TELEPHONE NUMBER: 850-502-8136 FACSIMILE NUMBER: 386-673-5370
 EMAIL: Luke.Wolkers@Acentria.com

I CERTIFY THAT THIS SUBMITTAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A SUBMITTAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS REQUEST FOR QUALIFICATIONS AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS REQUEST FOR QUALIFICATIONS FOR THE BIDDER.

AUTHORIZED SIGNATURE: 
 TYPED OR PRINTED NAME: Ross Beach
 TITLE: Director of Risk Management
 DATE: 11/16/2020

INTRODUCTION: The City of Holly Hill is seeking submittals from established qualified Insurance Agents of Record to service the City's Employee Benefits Programs. The Agent of Record selected will be responsible for performing all services as outlined in the scope of services in response to this RFQ. This RFQ is for Agent of Record services only. It is not a request for quotes.

Section A: Information to Proposers

A.01 Opening date time and location

Submittals must be received by the City of Holly Hill no later than **2 PM on November 17, 2020** in order to be considered. The names of the firms submitting submittals will be read aloud at this time. All interested parties are invited to attend this opening.

A.02 Submittal information

Copies of the submittal documents may be requested directly from the City Clerk's office at the City of Holly Hill. If you have any questions regarding this submittal, please contact Diane Cole at the City of Holly Hill.

Address: 1065 Ridgewood Avenue
Holly Hill, FL 32117

Phone number: (386) 248-9440

E-mail: dcole@hollyhillfl.org

Fax number: (386) 248-9498

A.03 Submittal form delivery requirements

Any submittal received after the stated time and date will not be considered. It shall be the sole responsibility of the proposer to have their submittal delivered to the City of Holly Hill for receipt on or before the stated time and date. The City of Holly Hill is not responsible for the submittals sent via US Mail. Submittals delayed by mail will not be considered nor opened.

A.04 Clarification & Addend

Each proposer shall examine all requests for submittal documents and shall judge all matter relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the request for qualifications shall be made, in writing, through the Human Resources Department. Requests for information will be accepted up to five (5) business days prior to the RFP opening date. The City shall not be responsible for oral interpretations given by any City employee, representative or others. The issuance of written addendum is the only official method whereby interpretation, clarification or additional information can be given. The City will make every reasonable attempt to notify all bidders of any

issued addenda however, it shall be the sole responsibility of each proposer, prior to submitting their submittal, to contact the City of Holly Hill to determine if addenda were issued and to make such addenda a part of the submittal.

A.05 Sealed and Marked

One original signed submittal, signed in blue ink, along with one (1) signed original, three (3) copies and 1 electronic copy on thumb drive of the submittal shall be submitted in (1) sealed package. The package must be clearly marked on the outside "REQUEST FOR QUALIFICATIONS" RFQ 2021-HR-01 Agent of Record for Employee Benefit Programs: Addressed the to City of Holly Hill.

A.06 Legal Name

Submittals shall clearly indicate the legal name, address and telephone number of the proposer (company, firm and partnership, individual.) Submittals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the proposer to the submitted submittal.

A.07 Submittal Expenses

All expenses for the preparation and submission of submittals to the City of Holly Hill are to be borne by the proposer.

A.08 Examination of Offer

The examination and evaluation of the submittals may require a minimum period of ten days from the date of opening of the submittals.

A.10 Reserved Rights

The City reserves the right to accept or reject any and or all submittals, to waive the irregularities and technicalities as long as such waiver would not adversely affect competitive bidding by placing a bidder in a position of advantage over other bidders or by otherwise undermining the intent of competitive bidding or to request resubmission. The City shall select the submittal that is in the best interest of the city as determined in the City's sole discretion and its decisions shall be final. The City reserves the right to make such investigations as it deems necessary in order to determine the ability of any proposer to perform the services requested. Any additional information the City deems necessary to make this determination shall be provided by the proposer.

A.11 Applicable Laws

Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida, Ordinances and regulations of the City of Holly Hill will apply to any resulting agreement.

A. 12 Form Agreement

Attached hereto marked as Exhibit "B" is a form agreement that the selected Agent of Record will be expected to execute. By submitting a submittal all bidders agree to the terms and conditions of the said form agreement.

A.13 Collusion

By offering a submission to this Request for Qualifications, the proposer certifies the proposer has not divulged to, discussed or compared his submittal with other proposers and has not colluded with any other proposer or parties to this submittal whatsoever.

A.14 Submittal Forms

Submittals must be submitted on the forms provided and in the format specified in this Request for Qualifications.

A.15 Public Entity Crimes

In accordance with Section 287.133, Florida Statutes, 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 submittal to a public entity to perform work as a contractor, supplier, subcontractor, or Agent of Record 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, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

A.16 Assignment

Agent of Record, his/her assigns or representative, shall not enter into any agreements with third parties to delegate any or all of the responsibilities or rights herein set forth without prior written approval of the City.

A.17 Prime Firm Responsibilities

The selected Agent of Record will be required to assume responsibility for all services offered in their submittal.

AGENT OF RECORD SERVICES FOR EMPLOYEE BENEFIT PROGRAMS

Section I. PROJECT DESCRIPTION

The City of Holly Hill is requesting submittals from qualified firms to provide Agent of Record Services for the Employee Benefit Programs. The benefit programs include Medical, Dental, Vision, Life, and Voluntary Benefit Services.

Section II. SCOPE OF SERVICES

The City of Holly Hill is seeking a qualified Agent of Record for the purpose of reviewing and evaluating ongoing employee benefit programs to assure such programs are complying with all Federal, State, and Local rules. The Agent of Record will be expected to assess cost effectiveness of such programs, offer alternatives for evaluation, and recommend changes that are in the best interest of the City of Holly Hill. Employee benefit programs include Medical, Dental, Vision, Life, and Voluntary Benefit Services. The Agent of Record will advise on current trends or innovative programs that may be of interest to or benefit the City of Holly Hill employee benefit programs. The City of Holly Hill reserves the right to add, modify, or delete coverages as determined to be in the best interest of the city. All coverages are to be proposed to the City net of commission. Included within the scope of services the Agent of Record will facilitate claim review and coverage issues as requested.

The agent of Record's firm must provide an employee self-service online portal for employees to enroll and manage benefit plans. System must provide Human Resource benefit management and reporting. System must provide Affordable Care Act (ACA) tracking, reporting, and production of Employer IRS forms 1095-C. The Request for Qualifications submission must include a summary overview of the employee self-service online portal. Please also provide the City of Holly Hill with any additional Services that your agency will provide as the Agent of Record for the Employee Benefits Program. Please do not exceed one page.

Section III.

Where applicable please check the correct response:

Q1. Is the Agent of Record properly licensed by the State of Florida; currently in good standing with the State of Florida Department of Insurance and all other applicable regulatory entities to conduct business in the state and provide the required services requested.

A1: ☒ Yes ☐ No

Q2. Does the Agent of Record have a minimum of five (5) years' experience in providing governmental insurance services?

A2 ☒ Yes ☐ No

Q3. Has the Agent of Record had municipal clients within the last ten (10) years?

A3 ☒ Yes ☐ No

If yes, please provide a list five (5) clients below.

North Bay Village
City of Destin
City of Port St. Joe
Jackson County Board of County Commissioners
Gadsden County School Board

Q4. Can the Agent of Record produce reference contacts from municipal clients serviced within the past ten (10) years?

A4 ☒ Yes ☐ No

If yes, please list entity name(s), contact name(s) and contact phone number(s) below. **NOTE:** Contacts listed will be validated.

North Bay Village: Carla Gomez, (954) 670-3742
City of Destin: Karen Jankowski, (850) 460-8546
City of Port St. Joe: Charlotte Pierce, (850) 229-8261
Jackson County BOCC: Judy Austin, (850) 482-9633 ext. 277
Gadsden County School Board: Roger Milton, (850) 627-9651

Section III. (Continued)

Q5. As an Agent of Record, do you have benefit seminar planning experience?

A5 ☒ Yes ☐ No

Q6. As an Agent of Record, do you understand the Scope of Services?

A6 ☒ Yes ☐ No

Q7. As an Agent of Record have you had government experience with the following types of insurance and service?

A1. **Agent of Record:**

Medical:	☒ Yes	☐ No
Vision:	☒ Yes	☐ No
Dental:	☒ Yes	☐ No
Long Term Disability:	☒ Yes	☐ No
Life:	☒ Yes	☐ No
Flexible Spending Plan:	☒ Yes	☐ No
Claims Services:	☒ Yes	☐ No
Voluntary Benefits Services:	☒ Yes	☐ No

Q8. Have Agent of Record or any member of your agency ever been indicted, convicted, plead guilty or plead no contest to the commission of a felony?

A2. ☐ Yes ☒ No

Q9. As an Agent of Record, does your agency hold a minimum of five million dollars in professional errors and omissions liability insurance?

A9: ☒ Yes ☐ No
If not, what is the limit? _____

Q10. Have Agent of Record or any member of your agency been involved in any claim or litigation with any Federal, State or Local Government or Private Entity?

A10. ☒ Yes ☐ No

Section III. (Continued)

Q11. As an Agent of Record, do you have preferred status with the insurance carriers? If so, please list which carriers and at what level:

A11. Carrier: Preferred Status with Carrier:

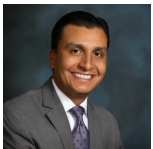
Aetna	Platinum (Top)
Cigna	Platinum (Top)
Florida Blue	Diamond (Top)
Humana	Preferred
MetLife	Preferred

Q11. Who will be the City's principal contact(s) for this project? Provide name, title, and a brief description of the individual(s) experience in brokering benefit coverage.



Luke Wolkers
Executive Vice President
Account Role: Consultant

With over 13 years of experience in insurance and consulting, Luke is considered by many as a leader within the industry. He is licensed in both Life & Health and Property & Casualty insurance products, of which allows him to take a holistic approach to our clients Human Capital Management programs. He specializes in consulting on the needs of an organization, assessing the demographics of their workforce, and in-turn working with our team to design the most cost-effective and value-rich Employee Benefits programs to meet those needs. He is his Affordable Care Act Certified and helps provide counsel on many of the intricate and ever-changing laws of the industry. Luke is Past-President for the National Association of Insurance & Financial Advisors (NAIFA) in Pensacola and has sat on many health insurance carrier advisory boards. He has deep relationships at the Executive level with many of the insuring carriers, of which our team leverages to build proprietary Employee Benefits programs for our clients.



Alan Florez
Executive Vice President
Account Role: Public Entity Leader

Alan has been an executive in the insurance intermediary industry for over 12 years, Mr. Florez presided over the State's largest retail agency division. He oversaw 180 employees responsible for servicing and selling commercial insurance to private and public-sector clients. During this tenure the offices he presided over achieved the highest levels of recognition for the Nation's 6th largest insurance intermediary. In addition to managing the Retail Division, Mr. Florez also led an insurance program for more than 7 years that specialized in servicing government risks with over 130 public entity clients and over \$100M in annualized premium. Before his career in the insurance industry, Alan was the Deputy Director of Legislative Affairs and Special Assistant to the Governor. Mr. Florez is a graduate of the University of Central Florida, 1998 B.S.

He was appointed to the UCF Board of Trustees in 2006 by Governor Jeb Bush and then subsequently by Governor Rick Scott.

City of Holly Hill V1.0

Initials: 

Section IV

Proposals will be evaluated by a Selection Committee and ranked on the criteria listed below and submitted the City Commission for final approval. The criteria are itemized with their respective weights for a maximum total of **one hundred (100) points** per Evaluation/Selection. The most qualified agency will be selected to provide the services to the City of Holly Hill based upon, but not limited to, the following evaluation criteria: ; Past and present performance with other municipalities; Litigation History. Submittal evaluation shall be based on the following:

Experience and Expertise (30 points)

- i. The licensed to practice in the State of Florida.
- ii. The firm has no conflict of interest with regard to any other work performed by the firm for the City of Holly Hill.
- iii. The firm has a history of performing quality services as demonstrated by recent external references.
- iv. Completion and clarity of information in the submittal for this proposal.
- v. Quality of service: The firm's past experience and performance on government engagements of comparable size and complexity.
- vi. The quality and experience of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.
- vii. The financial capability

Scope of Services offered (35 points)

- i. Proposed services provided in response
- ii. Preferred Status with Insurance Carriers
- iii. Employee self-service online portal
- iv. Additional benefit services

v. Proof of Insurance

Local Vendor Preference (5 points)

The City follows its local bidder preference ordinance as applicable. Please see the City code of ordinances pertaining to local bidder preference for further clarification.

Fee Proposal (30 points)

The evaluation criteria will be reviewed by the evaluation committee. The City shall in addition to price consider other factors shown above.

Evaluation

This process will culminate with the identification of those considered to be the best qualified to partner with the City in providing the desired services and will be presented to the City commission for award of the bid. The City Commission's award is final. Accordingly, since other factors in addition to price will be considered, the City reserves the right to award the contract to other than the Vendor submitting the lowest price submittal, to accept or reject any submittal or portion thereof, and to negotiate or not negotiate with any firm.

Section V

The submittal shall be organized in binder form using index tabs to correspond to the following required information:

1. Methodology – A brief summary demonstrating an understanding of the services required and a planned approach to achieve those directives.
2. Submittal Form – Section III, Qualifications / Evaluation Criteria of this RFP **must be returned, each page initialed**, with your submittal.
3. Other Information – Include copies of all applicable licenses and Errors and Omissions certificate.

EXHIBIT "A"**INSURANCE CONSULTING SERVICES AGREEMENT**

THIS AGREEMENT made and entered by and between the City of Holly Hill (City) and Foundation Risk Partners, Corp. dba Acentria (Agent of Record). Public Risk

WITNESSETH

WHEREAS, the City desires to retain and engage an AGENT OF RECORD for the City for employee benefit programs.

WHEREAS, the parties hereto have reached an understanding with each other regarding the professional services to be performed and the compensation to be paid for such services as more specifically set forth herein.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the undersigned parties hereby agree to the following:

1) Engagement and Scope of Service. The City hereby retains the Agent of Record and the Agent of Record hereby accepts said engagement for the purpose of providing the City with professional services related to the City's insurance, including but not limited to:

a) Continually review the City's insurances and make recommendations to the City regarding all issues related to the City's insurances, including but not limited to the types of insurance needed, appropriate coverages and appropriate deductibles.

b) Market the insurance coverages on an annual basis including review of coverage forms, terms and conditions.

c) Review all insurance submittals and provide a summary to the City of all relevant information regarding each submittal including an evaluation of the limits, retentions, coverages, exclusions and pricing of all submittals. Agent of Record shall make a written recommendation to the City and detail

the basis for the recommendation, including an evaluation of the limits, retentions and coverages. Agent of Record shall also evaluate the financial strength and solvency of each bidder.

d) Assist the City in negotiating coverages, policy language, services, limits, retention and price with a proposed insurer. Provide expertise in negotiations with insurers to obtain acceptable policy terms and conditions and in the preparation of manuscript forms and endorsements.

e) Assist the City to facilitate the review of all claims and to advocate for the City's interest.

f) Assist the City in all disputes with the City's insurance companies and to advocate for the City's interest.

g) Continually review and monitor applicable rules and laws and assure that the City's insurance programs are in compliance with all Federal, State, and Local rules. Ensure that all insurance coverage provided by the City's insurer's at all times meet or exceed the City's requested coverage. Continually monitor the financial strength and solvency of each of the City's insurance companies and advise the City of condition(s) that may adversely impact the insurance company's ability to fulfill its contractual obligations to the City.

h) Assess the cost effectiveness of such programs, offer alternatives for evaluation, and recommend changes that are in the best interest of the City.

i) Advise on current trends or innovative programs that may be of interest to or benefit the City.

j) Provide such other assistance as the City may request from the Agent of Record related to the City's insurance.

2) City Insurance. The Agent of Record agrees to provide the service described in Paragraph 1 above for all of the City's insurance, including insurance the City does not currently have but may elect to purchase during the term of this Agreement. The City's insurance shall at a minimum consist of the following:

(a) Employee Benefit Programs. Benefits shall include dental, vision, life, and voluntary benefit services.

3) Duration and Termination. The initial term of this Agreement shall be from 01/01/2021 date and shall expire on 12/31/2021. The City shall have the right to exercise two (2) successive one (1) year extensions on the same terms and conditions by providing the Agent of Record with written notice at least thirty (30) days before the end of the term of the City's intent to exercise the extension. In the event the City does not provide written notice of intent to exercise the extension, the Agreement shall expire. The Agreement may be terminated during the term as follows:

a. Either party shall have the right to terminate without cause upon providing the other party at least thirty (30) days advance written notice. If the Agent of Record terminates without cause, the Agent of Record shall not be entitled to any compensation from the effective date of termination. The City has the option of waiving the thirty (30) day notice and making the termination effective at an earlier date including up to the date of receipt of the notice. In the event the City terminates without cause, the Agent of Record will be paid the full compensation owed through the end of the current term of the Agreement as if the Agreement had not been terminated.

b. Either party shall have the right to terminate for cause upon providing the other party written notice outlining in detail the breach(s). The breaching party shall have thirty (30) days from receipt of said notice to correct the breach(s). In the event the breach(s) are not corrected within said period of time, the non-breaching party can terminate immediately upon providing the breaching party a written notice of termination. In the event the City terminates for cause, the Agent of Record shall not be entitled to receive any additional compensation after the effective date of the termination as provided in the written notice of termination. In the event the Agent of Record terminates for cause, the Agent of Record will be paid the full compensation owed through the end of the current term of the Agreement as if the Agreement had not been terminated. The only basis for the Agent of Record to terminate for cause is in the event the City fails to pay the Agent of Record compensation that is due and owing.

4. Compensation. The Agent of Record shall be paid the total sum of \$ See Addendum 2 for the services rendered for the duration of the contract.

Year One: \$ see Period 01/01/2021 - 12/31/2021
 Year Two: \$ Addendum 2 Period 01/01/2022 - 12/31/2022

Total: \$ _____

Options (if elected by City)

Year Three: \$ _____ Period 01/01/2023 - 12/31/2023
 Year Four: \$ _____ Period 01/01/2024 - 12/31/2024

One-half of the Annual compensation shall be paid within thirty (30) days of the City purchasing/renewing all insurance covered by this Agreement. The annual balance shall be paid in four equal quarterly installments from the effective date of this Agreement through the end of the annual period. Payment shall be made by the 15th of the first month of the quarter. Agent of Record shall be responsible for all costs it incurs in providing the City the services outlined in this Agreement. Agent of Record shall execute an affidavit(s) at the request of the City attesting that the insurance premiums paid by the City are net of any commission or other benefit paid to the Agent of Record and that the Agent of Record has not received any compensation or any other form of benefit due to the City purchasing said insurance(s) other than the compensation paid by the City.

5. Prohibited Services, Compensation and Conflicts. The Agent of Record hereby represents that the only compensation or any other form of benefit the Agent of Record received or will receive in any way related to the insurance obtained pursuant to this Agreement is the compensation set forth in Paragraph 4 above. The Agent of Record will act in the capacity as a broker, agent or agent of record for any insurance obtained or procured pursuant to this Agreement. At all times the Agent of Record shall avoid any relationship with any of the City's insurance companies that would create or give the appearance of a conflict of interest. Any questionable relationship shall be disclosed to the City and the City shall make the final determination as to whether the relationship creates a conflict of interest. In the event the City determines that a relationship creates a conflict of interest, the Agent of Record shall either not have the relationship with the insurance company or terminate this agreement without cause.

6. Insurance. The Agent of Record shall at a minimum provide the following insurance and the City shall be named as an additional named insured on each policy:

a) Commercial liability insurance in an amount of not less than \$1,000,000 combined single limit, per occurrence for bodily injury and property damage.

b) Automobile liability insurance covering all owned, non-owned and hired vehicles used in connection with the operation of the Agent of Record, in an amount of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property.

c) Workers' compensation insurance for all employees of the proposing agency as required by Florida Law to include employee liability of not less than \$500,000 for each occurrence.

d) Errors and omissions liability coverage in an amount of not less than \$5,000,000.

7. Governing Law, Venue, Attorney Fees and Severability. The rights, obligations and remedies of the parties as specified under this Agreement shall be interpreted and governed by laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for any litigation arising out of or in any way related to this Agreement shall be in State Court, Volusia County, Florida and the Agent of Record specifically waives any Federal Court jurisdiction. The prevailing party in any litigation arising out of or in any way to related to this Agreement shall be entitled to be reimbursed reasonable attorney fees and costs, including all cost of appeal.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto for the services to be performed and furnished by the Agent of Record hereunder. No statement, representation, writing understanding or agreement made by either party, or any representative of either party, which is not expressed herein shall not be binding. All changes to, additions to, modifications of, or amendments to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

9. This Agreement shall be effective on _____.

City of Holly Hill _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

**ADDENDUM NUMBER 1
RFQ 2021-HR-01
Agent of Record Services for
Employee Benefit Programs**

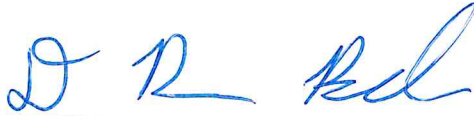
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 2021-HR-01** for the above **Agent of Record Services for Employee Benefit Programs** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

Page 6 Section I. PROJECT DESCRIPTION is updated as follows:

The City of Holly Hill is requesting submittals from qualified firms to provide Agent of Record Services for the Employee Benefit Programs. The benefit programs include Medical, Dental, Vision, Life, **and** Voluntary Benefit Services **and Fire Department State mandated cancer insurance.**



Signature acknowledges receipt and understanding of this addendum.

Ross Beach, Director of Risk Management

Name/Title

11/16/2020

Date

**ADDENDUM NUMBER 2
RFQ 2021-HR-01
Agent of Record Services for
Employee Benefit Programs**

CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFQ 2021-HR-01** for the above **Agent of Record Services for Employee Benefit Programs** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

Page 5 addition A.18 Lobby Notice

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification. Firms and their agents are not to contact members of the City Commission for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal announcement to final Commission approval**, no firm or their agent shall contact any other employee of the City in reference to this Bid, with the exception of the Finance Director or the Human Resource Manager. Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

Page 14 Section 3. DURATION AND TERMINATION is updated as follows:

The initial term of this Agreement shall be from 01/01/2021 date and shall expire on 12/31/2021. The City shall have the right to exercise ~~two~~ **three (3)** successive one (1) year extensions on the same terms and conditions by providing the Agent of Record with written notice at least thirty (30) days before the end of the term of the City's intent to exercise the extension. In the event the City does not provide written notice of intent to exercise the extension, the Agreement shall expire. The Agreement may be terminated during the term as follows:

Page 15 Section 4. COMPENSATION is updated as follows:

Compensation. The Agent of Record shall be paid the total sum of \$28,500 for the services rendered for the duration of the contract.

Year One:	\$ 28,500	Period 01/01/2021 - 12/31/2021
Year Two:	\$	Period 01/01/2022 - 12/31/2022
Total:	\$ 28,500	

Options (if elected by City)

Year Two:	\$28,500	Period 01/01/2022 - 12/31/2022
Year Three:	\$28,500	Period 01/01/2023 - 12/31/2023
Year Four:	\$28,500	Period 01/01/2024 - 12/31/2024

**ADDITIONAL REQUIRED FORM
MUST BE SUBMITTED WITH BID RESPONSE
RFQ 2021-HR-01**

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, 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.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal 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.

IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Valerie Manning, City Clerk
386-248-9441
vmanning@hollyhillfl.org
1065 Ridgewood
Ave Holly Hill, FL
32117

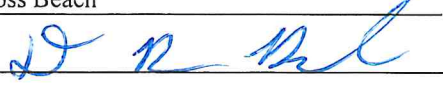
A provision that requires the bidder to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the bidder does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the bidder or keep and maintain public records required by the public agency to perform the service. If the bidder transfers all public records to the public agency upon completion of the contract, the bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the bidder keeps and maintains public records upon completion of the contract, the bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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.

Company Name: Foundation Risk Partners, Corp. dba Acentria Public Risk

Authorized representative(printed): Ross Beach

Authorized representative(signature): 

Date: 11/16/2020

QUESTIONS AND ANSWERS

Question:

- Is the Holly Hill health plan fully insured or partially self-funded?

Answer: Fully insured

Question:

- The consulting agreement (Page 14 of 17 - Section 3) shows a one year initial contract with (2) one year options; (Page 15 of 17 - Section 4) shows a two year contract with (2) one year options. Can you please clarify?

Answer: One year contract with options for successive years two through four.

Question:

- The RFQ asserts that the successful respondent must have the meet the following criteria:
 - a. Minimum of 5 years' experience dealing providing governmental insurance services – we also assume this includes school systems?
 - b. Does the Agent of Record have a minimum of five (5) years' experience in providing governmental insurance services?
 - c. Has the Agent of Record had municipal clients within the last ten (10) years?
 - d. Can the Agent of Record produce reference contacts from municipal clients serviced within the past ten (10) years?

If the agent of record cannot satisfy the other criteria mentioned above, are they automatically disqualified?

Answer: No, but submitter should demonstrate in there submission how the submitter's experience is of a similar nature as the requested criteria.

Question:

- The City of Holly Hill requests that proposer provide a minimum of five (5) references of similar size projects in similar circumstances with reference information, concentrating only on those projects completed within the last three (3) years or currently underway by the proposer's firm. If proposer is unable to provide 5 references, are we automatically disqualified?

Answer: No, but submitter should demonstrate in there submission how the submitter's references are of a similar nature as the requested references.

Question:

- The standard RFQ typically attempts to qualify an advisor based upon size, history, services, etc., but rarely does it seek to understand an advisor's ability to affect health plan costs. Can this qualify for a "Sole Source" exclusion to standard RFQ rules?

Answer: No**Question:**

- Can a bidder propose with an alternative approach other than the format provided and not be considered "unresponsive"? Are they allowed?

Answer: No

- Are "Piggybacks" allowed in lieu of this RFQ?

Answer: No**Question:**

- Is the CITY OF HOLLY HILL using a fully insured platform or a self-funded platform? If fully insured with an insurance carrier, can you share with us your reasoning for taking this funding approach? And, would the CITY OF HOLLY HILL consider a properly designed partially self-funded approach?

Answer: The City is fully insured currently and will consider partially funded approach for future contracts covered in years two (2) through four (4) of this.

Question:

- What is the CITY OF HOLLY HILL medical plan/other benefits plan year?

Answer: Calendar Year – January 1 through December 31**Question:**

- Often, for a group the size of the CITY OF HOLLY HILL, the best way to directly control costs is to have available your own health facility. Has CITY OF HOLLY HILL considered (or would you consider) a "clinic" or wellness center approach?

Answer: Yes**Question:**

- Does the CITY OF HOLLY HILL have any current direct contracts/relationships with medical providers in the area?

Answer: Yes – Florida Health Care

Question:

- We have some questions concerning the number of employee lives that the City of Holly Hill currently covers:

What is the total number of the City of Holly Hill employees?

Answer: 107

What is the total number of the City of Holly Hill benefit eligible employees?

Answer: 103

What is the current number of Employee contracts who are taking coverage under the medical plan, and does that include active employees and retirees? Not the total number of lives covered, but just the employee contracts?

Answer: Employees: 100 Retirees: 9

Question:

- What is the total number of bellybuttons (all employee lives plus spouse and dependents)?

Answer: 120

Question:

- How many years has the CITY OF HOLLY HILL been working with the current Agent of Record, who is that current Agent of Record, and before the current Agent of Record, who did CITY OF HOLLY HILL work with?

Answer: The current Agent of record is Brown & Brown, Inc. The City has been working with the current agent greater than 10 years

Question:

- What is the annual fee/commissions that CITY OF HOLLY HILL is currently paying the current Agent of Record – is it commissions alone, fee alone, or a combination of the two? Are there any commissions currently being paid to the current Agent of Record above and beyond their fee such as for other products including carrier inforce block bonuses -see below:
Medical, Dental, Vision, Life, and Voluntary Benefit Services and Fire Department
State mandated cancer insurance

Answer: Current fee is \$35,000 annually

Question:

- How long is the current contract with the medical insurance carrier/ASO assuming you are in a contract with them, and when does it expire?

Answer: One year expiring December 31, 2021

Question:

- Is the current medical insurance carrier/ASO to be the carrier regardless of the advisor choice?
- Is the advisor allowed to suggest a different direction for the administrative services?

Answer: Yes to both of the above questions

The same questions above apply to the other benefits below listed in ADDENDUM NUMBER 1 RFQ 2021-HR-01:

Medical, Dental, Vision, Life, and Voluntary Benefit Services and Fire Department State mandated cancer insurance

Answer: December 31, 2021

Question:

- When does CITY OF HOLLY HILL expect to evaluate different benefit options in the future, and how soon can they be implemented as we assume you are in contractual relationships with the current vendor partners?

Answer: Upon expiration of the contract period and any approved extensions.

Question:

- Will each bidder have an opportunity to present orally? Is there a chance that CITY OF HOLLY HILL will hire a consultant without an oral presentation? Please elaborate on the consultant selection process.

Answer: Bidder would present orally if, the Selection recommendation committee requests oral presentations. Yes the City may hire a consultant without oral presentations. The selection evaluation is described in Section IV pages 10 through 11 of the RFQ.

Question:

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"A local vendor would be interpreted as a bidder, which as of the date of the bid opening, has a valid Business Tax Receipt (BTR) issued by the City of Holly Hill to do business in the City of Holly Hill which authorizes the vendor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Holly Hill from which the vendor operates or performs business. A Post Office Box cannot be used to establish physical address.

A local vendor preference of no greater than 5% (Not to exceed \$5,000) of the price submitted by the non- local vendor shall be granted with City Commission approval."

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- A follow-up question on the above, the RFQ states the following:

The City follows its local bidder preference ordinance as applicable. Please see the City code of ordinances pertaining to local bidder preference for further clarification. Where can we find this City code of ordinances pertaining to local bidder preference for further clarification? We have looked on the website, but we have been unable to locate this.

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- Can we get a copy of the current medical insurance carrier/ASO and Master Services Agreement?

Answer: Copy of FHC Contract - Attached

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- Is the City of Holly Hill open to 2 different Benefit Advisory Firms partnering/working together i.e. multiple advisors (brokers) as we are part of a national group of 29 Benefit Advisory Firms that collaborate and partner together on many clients?

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Answer: Current Broker agreement is attached to this addendum.

Signature acknowledges receipt and understanding of this addendum.

Ross Beach, Director of Risk Management

Name/Title

11/16/2020

Date

Tab 3

Other Information

FLORIDA DEPARTMENT of FINANCIAL SERVICES

FOUNDATION RISK PARTNERS, CORP.

1540 CORNERSTONE BLVD
DAYTONA BEACH FL 32117

Agency License Number L100460

Location Number: 301116

Issued On 09/22/2017

Pursuant To Section 626.0428, Florida Statutes, This Agency Location Shall Be In The Active Full-Time Charge Of A Licensed And Appointed Agent Holding The Required Agent Licenses To Transact The Lines Of Insurance Being Handled At This Location.

Pursuant To Subsection 626.172(4), Florida Statutes, Each Agency Location Must Display The License Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency Location.



Jimmy Patronis
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

ALEXANDER CLARK DOBERSTEIN*License Number : W065705***Resident Insurance License**

● 0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date

11/10/2016

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 40 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 649.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://sds.flds.com>. To validate the accuracy of this license you may review the individual license record under "License Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/Division/Agents>



Jeff Atwater
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

LUKE THEODORE WOLKERS*License Number : W105531***Resident Insurance License**

● 0220 - GENERAL LINES (PROP & CAS)
● 0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date

07/26/2012

07/26/2012

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "License Search" on the FL Dept. of Financial Services website at <http://www.myfloridacfo.com/agents/>.



Jeff Atwater
Chief Financial Officer
State of Florida

City of Holly Hill
RFQ# 20023 - Broker/Agent for Insurance Programs



FOUNRIS-04

RJOHNSTON

CERTIFICATE OF LIABILITY INSURANCE
 DATE (MM/DD/YYYY)
 11/9/2020

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 License # L100460 Acentria Insurance - Destin 4634 Gulfstar Drive Destin, FL 32541		CONTACT NAME PHONE (A/C, No, Ext): (850) 650-1950 FAX (A/C, No): (850) 892-0320 E-MAIL ADDRESS:	
INSURED		INSURER(S) AFFORDING COVERAGE	
Foundation Risk Partners, Corp. 1540 Cornerstone Blvd, Suite 200 Daytona Beach, FL 32117		INSURER A : Ohio Security Insurance Company INSURER B : Nautilus Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :	
		NAIC #	
		24082	
		17370	

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 SUBR INSD WVD	POLICY NUMBER
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Deductible \$0 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC ☐ OTHER:		BKS58307885
			2/1/2020 2/1/2021
			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		BKS58307885
			2/1/2020 2/1/2021
			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	XWS58307885
			2/1/2020 2/1/2021
			☒ PER STATUTE ☐ OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
B	Errors & Omissions		INS90346100220
			2/1/2020 2/1/2021
			Per Claim/Aggregate 10,000,000

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

Named Insureds:
 FRP Investors, L.P.
 FRP Holdings, Corp.
 FRP Parent, Corp.
 Foundation Risk Partners, Corp.
 Synetro-CSG Holdings, LLC
 Corporate Synergies Holdings, LLC
 SEE ATTACHED ACORD 101

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

ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: FOUNRIS-04

RJOHNSTON

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Acentria Insurance - Destin		License # L100460	NAMED INSURED Foundation Risk Partners, Corp. 1540 Cornerstone Blvd, Suite 200 Daytona Beach, FL 32117
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Corporate Synergies Group, LLC
Millenium Asset Management, Inc.
Lloyd S. Berkett Insurance Agency, Inc.
American Habitational Properties, LLC
BlueSky Multifamily Management, LLC
Eagle Mountain Properties, LLC
Fortress Multifamily Group, LLC
Harbor Management Group, LLC
Homeland Management, LLC

Errors & Omissions Liability deductible \$50,000 per Claim

Certificate holder is an additional insured as respects General Liability & Auto Liability, as required by written contract, written agreement or permit. Umbrella Liability is follow form. Commercial General Liability coverage includes coverage for contractual liability and independent contractors, subject to policy terms and conditions

ACORD 101 (2008/01)

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ADDENDUM NUMBER 2
RFQ 2021-HR-01
Agent of Record Services for
Employee Benefit Programs

CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFQ 2021-HR-01** for the above **Agent of Record Services for Employee Benefit Programs** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

Page 5 addition A.18 Lobby Notice

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification. Firms and their agents are not to contact members of the City Commission for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal announcement to final Commission approval**, no firm or their agent shall contact any other employee of the City in reference to this Bid, with the exception of the Finance Director or the Human Resource Manager. Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

Page 14 Section 3. DURATION AND TERMINATION is updated as follows:

The initial term of this Agreement shall be from 01/01/2021 date and shall expire on 12/31/2021. The City shall have the right to exercise ~~two~~ **three (3)** successive one (1) year extensions on the same terms and conditions by providing the Agent of Record with written notice at least thirty (30) days before the end of the term of the City's intent to exercise the extension. In the event the City does not provide written notice of intent to exercise the extension, the Agreement shall expire. The Agreement may be terminated during the term as follows:

Page 15 Section 4. COMPENSATION is updated as follows:

Compensation. The Agent of Record shall be paid the total sum of \$_____ for the services rendered for the duration of the contract.

Year One: \$_____ Period 01/01/2021 – 12/31/2021

~~Year Two: \$_____ Period 01/01/2022 – 12/31/2022~~

Total: \$_____

Options (if elected by City)

Year Two: \$_____ Period 01/01/2022 – 12/31/2022

Year Three: \$_____ Period 01/01/2023 – 12/31/2023

Year Four: \$_____ Period 01/01/2024 – 12/31/2024

Attachment: RFQ 2021-HR-01 Addendum No 2 (3137 : Employee Benefit Programs Agent of Record RFQ 2021-HR-01 Award Recommendation)

**ADDITIONAL REQUIRED FORM
MUST BE SUBMITTED WITH BID RESPONSE
RFQ 2021-HR-01**

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, 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.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal 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.

IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Valerie Manning, City Clerk
386-248-9441
vmanning@hollyhillfl.org
1065 Ridgewood
Ave Holly Hill, FL
32117

A provision that requires the bidder to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the bidder does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the bidder or keep and maintain public records required by the public agency to perform the service. If the bidder transfers all public records to the public agency upon completion of the contract, the bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the bidder keeps and maintains public records upon completion of the contract, the bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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.

Company Name: _____

Authorized representative(printed): _____

Authorized representative(signature): _____

Date: _____

QUESTIONS AND ANSWERS

Question:

- Is the Holly Hill health plan fully insured or partially self-funded?

Answer: Fully insured

Question:

- The consulting agreement (Page 14 of 17 - Section 3) shows a one year initial contract with (2) one year options; (Page 15 of 17 - Section 4) shows a two year contract with (2) one year options. Can you please clarify?

Answer: One year contract with options for successive years two through four.

Question:

- The RFQ asserts that the successful respondent must have the meet the following criteria:
 - a. Minimum of 5 years' experience dealing providing governmental insurance services – we also assume this includes school systems?
 - b. Does the Agent of Record have a minimum of five (5) years' experience in providing governmental insurance services?
 - c. Has the Agent of Record had municipal clients within the last ten (10) years?
 - d. Can the Agent of Record produce reference contacts from municipal clients serviced within the past ten (10) years?

If the agent of record cannot satisfy the other criteria mentioned above, are they automatically disqualified?

Answer: No, but submitter should demonstrate in there submission how the submitter's experience is of a similar nature as the requested criteria.

Question:

- The City of Holly Hill requests that proposer provide a minimum of five (5) references of similar size projects in similar circumstances with reference information, concentrating only on those projects completed within the last three (3) years or currently underway by the proposer's firm. If proposer is unable to provide 5 references, are we automatically disqualified?

Answer: No, but submitter should demonstrate in there submission how the submitter's references are of a similar nature as the requested references.

Question:

- The standard RFQ typically attempts to qualify an advisor based upon size, history, services, etc., but rarely does it seek to understand an advisor's ability to affect health plan costs. Can this qualify for a "Sole Source" exclusion to standard RFQ rules?

Answer: No**Question:**

- Can a bidder propose with an alternative approach other than the format provided and not be considered "unresponsive"? Are they allowed?

Answer: No

- Are "Piggybacks" allowed in lieu of this RFQ?

Answer: No**Question:**

- Is the CITY OF HOLLY HILL using a fully insured platform or a self-funded platform? If fully insured with an insurance carrier, can you share with us your reasoning for taking this funding approach? And, would the CITY OF HOLLY HILL consider a properly designed partially self-funded approach?

Answer: The City is fully insured currently and will consider partially funded approach for future contracts covered in years two (2) through four (4) of this.

Question:

- What is the CITY OF HOLLY HILL medical plan/other benefits plan year?

Answer: Calendar Year – January 1 through December 31**Question:**

- Often, for a group the size of the CITY OF HOLLY HILL, the best way to directly control costs is to have available your own health facility. Has CITY OF HOLLY HILL considered (or would you consider) a "clinic" or wellness center approach?

Answer: Yes**Question:**

- Does the CITY OF HOLLY HILL have any current direct contracts/relationships with medical providers in the area?

Answer: Yes – Florida Health Care

Question:

- We have some questions concerning the number of employee lives that the City of Holly Hill currently covers:

What is the total number of the City of Holly Hill employees?

Answer: 107

What is the total number of the City of Holly Hill benefit eligible employees?

Answer: 103

What is the current number of Employee contracts who are taking coverage under the medical plan, and does that include active employees and retirees? Not the total number of lives covered, but just the employee contracts?

Answer: Employees: 100 Retirees: 9

Question:

- What is the total number of bellybuttons (all employee lives plus spouse and dependents)?

Answer: 120

Question:

- How many years has the CITY OF HOLLY HILL been working with the current Agent of Record, who is that current Agent of Record, and before the current Agent of Record, who did CITY OF HOLLY HILL work with?

Answer: The current Agent of record is Brown & Brown, Inc. The City has been working with the current agent greater than 10 years

Question:

- What is the annual fee/commissions that CITY OF HOLLY HILL is currently paying the current Agent of Record – is it commissions alone, fee alone, or a combination of the two? Are there any commissions currently being paid to the current Agent of Record above and beyond their fee such as for other products including carrier inforce block bonuses -see below:
Medical, Dental, Vision, Life, and Voluntary Benefit Services and Fire Department
State mandated cancer insurance

Answer: Current fee is \$35,000 annually

Question:

- How long is the current contract with the medical insurance carrier/ASO assuming you are in a contract with them, and when does it expire?

Answer: One year expiring December 31, 2021

Question:

- Is the current medical insurance carrier/ASO to be the carrier regardless of the advisor choice?
- Is the advisor allowed to suggest a different direction for the administrative services?

Answer: Yes to both of the above questions

The same questions above apply to the other benefits below listed in ADDENDUM NUMBER 1 RFQ 2021-HR-01:

Medical, Dental, Vision, Life, and Voluntary Benefit Services and Fire Department State mandated cancer insurance

Answer: December 31, 2021

Question:

- When does CITY OF HOLLY HILL expect to evaluate different benefit options in the future, and how soon can they be implemented as we assume you are in contractual relationships with the current vendor partners?

Answer: Upon expiration of the contract period and any approved extensions.

Question:

- Will each bidder have an opportunity to present orally? Is there a chance that CITY OF HOLLY HILL will hire a consultant without an oral presentation? Please elaborate on the consultant selection process.

Answer: Bidder would present orally if, the Selection recommendation committee requests oral presentations. Yes the City may hire a consultant without oral presentations. The selection evaluation is described in Section IV pages 10 through 11 of the RFQ.

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Answer: Copy of FHC Contract - Attached

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- Will the City extend the RFQ submission deadline?

Answer: No

Question:

- Can you please provide the current broker services agreement in place, and if the agreement does not include the current compensation, please provide that separately as well.

Answer: Current Broker agreement is attached to this addendum.

Signature acknowledges receipt and understanding of this addendum.

Name/Title

Date

ADDENDUM NUMBER 1
RFQ 2021-HR-01
Agent of Record Services for
Employee Benefit Programs

CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 2021-HR-01** for the above **Agent of Record Services for Employee Benefit Programs** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

Page 6 Section I. **PROJECT DESCRIPTION is updated as follows:**

The City of Holly Hill is requesting submittals from qualified firms to provide Agent of Record Services for the Employee Benefit Programs. The benefit programs include Medical, Dental, Vision, Life, ~~and~~ Voluntary Benefit Services **and Fire Department State mandated cancer insurance.**

Signature acknowledges receipt and understanding of this addendum.

Name/Title

Date



REQUEST FOR QUALIFICATIONS
RFQ 2021-HR-01
City of Holly Hill

PROJECT NAME:

**Agent of Record Services for
Employee Benefit Programs**

BID BOND REQUIRED: NO

PERFORMANCE BOND REQUIRED: NO

The City of Holly Hill requests qualifications for Agent of Record Services for Employee Benefits Programs effective January 1, 2021. All responses should include one (1) original, which shall be clearly marked as the original, three (3) copies and electronic fully complete copy in pdf format on a thumb drive.

Refer all technical questions regarding this bid to:

Diane Cole
Human Resources Manager
1065 Ridgewood Avenue
Holly Hill, FL 32117

RFQ CLOSING DATE: November, 17 2020

RFQ CLOSING TIME: 2:00 PM

All submittals must be received prior to the date and the time shown above.

REQUEST FOR QUALIFICATIONS

The following must be completed, signed, and returned as part of your submittal. Submittals will not be accepted without this form, signed by an authorized agent of the bidder, and delivered by bid closing date and time.

COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): _____

TELEPHONE NUMBER: _____ FACSIMILE NUMBER: _____

EMAIL: _____

PRIMARY CONTACT INFO FOR CONTRACT MANAGEMENT: Employee Benefits Program

NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____ FACSIMILE NUMBER: _____

EMAIL: _____

I CERTIFY THAT THIS SUBMITTAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A SUBMITTAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS REQUEST FOR QUALIFICATIONS AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS REQUEST FOR QUALIFICATIONS FOR THE BIDDER.

AUTHORIZED SIGNATURE: _____

TYPED OR PRINTED NAME: _____

TITLE: _____

DATE: _____

INTRODUCTION: The City of Holly Hill is seeking submittals from established qualified Insurance Agents of Record to service the City's Employee Benefits Programs. The Agent of Record selected will be responsible for performing all services as outlined in the scope of services in response to this RFQ. This RFQ is for Agent of Record services only. It is not a request for quotes.

Section A: Information to Proposers

A.01 Opening date time and location

Submittals must be received by the City of Holly Hill no later than **2 PM** on **November 17, 2020** in order to be considered. The names of the firms submitting submittals will be read aloud at this time. All interested parties are invited to attend this opening.

A.02 Submittal information

Copies of the submittal documents may be requested directly from the City Clerk's office at the City of Holly Hill. If you have any questions regarding this submittal, please contact Diane Cole at the City of Holly Hill.

Address: 1065 Ridgewood Avenue
Holly Hill, FL 32117
Phone number: (386) 248-9440
E-mail: dcole@hollyhillfl.org
Fax number: (386) 248-9498

A.03 Submittal form delivery requirements

Any submittal received after the stated time and date will not be considered. It shall be the sole responsibility of the proposer to have their submittal delivered to the City of Holly Hill for receipt on or before the stated time and date. The City of Holly Hill is not responsible for the submittals sent via US Mail. Submittals delayed by mail will not be considered nor opened.

A.04 Clarification & Addend

Each proposer shall examine all requests for submittal documents and shall judge all matter relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the request for qualifications shall be made, in writing, through the Human Resources Department. Requests for information will be accepted up to five (5) business days prior to the RFP opening date. The City shall not be responsible for oral interpretations given by any City employee, representative or others. The issuance of written addendum is the only official method whereby interpretation, clarification or additional information can be given. The City will make every reasonable attempt to notify all bidders of any

issued addenda however, it shall be the sole responsibility of each proposer, prior to submitting their submittal, to contact the City of Holly Hill to determine if addenda were issued and to make such addenda a part of the submittal.

A.05 Sealed and Marked

One original signed submittal, signed in blue ink, along with one (1) signed original, three (3) copies and 1 electronic copy on thumb drive of the submittal shall be submitted in (1) sealed package. The package must be clearly marked on the outside "REQUEST FOR QUALIFICATIONS" RFQ 2021-HR-01 Agent of Record for Employee Benefit Programs: Addressed the to City of Holly Hill.

A.06 Legal Name

Submittals shall clearly indicate the legal name, address and telephone number of the proposer (company, firm and partnership, individual.) Submittals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the proposer to the submitted submittal.

A.07 Submittal Expenses

All expenses for the preparation and submission of submittals to the City of Holly Hill are to be borne by the proposer.

A.08 Examination of Offer

The examination and evaluation of the submittals may require a minimum period of ten days from the date of opening of the submittals.

A.10 Reserved Rights

The City reserves the right to accept or reject any and or all submittals, to waive the irregularities and technicalities as long as such waiver would not adversely affect competitive bidding by placing a bidder in a position of advantage over other bidders or by otherwise undermining the intent of competitive bidding or to request resubmission. The City shall select the submittal that is in the best interest of the city as determined in the City's sole discretion and its decisions shall be final. The City reserves the right to make such investigations as it deems necessary in order to determine the ability of any proposer to perform the services requested. Any additional information the City deems necessary to make this determination shall be provided by the proposer.

A.11 Applicable Laws

Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida, Ordinances and regulations of the City of Holly Hill will apply to any resulting agreement.

A. 12 Form Agreement

Attached hereto marked as Exhibit "B" is a form agreement that the selected Agent of Record will be expected to execute. By submitting a submittal all bidders agree to the terms and conditions of the said form agreement.

A.13 Collusion

By offering a submission to this Request for Qualifications, the proposer certifies the proposer has not divulged to, discussed or compared his submittal with other proposers and has not colluded with any other proposer or parties to this submittal whatsoever.

A.14 Submittal Forms

Submittals must be submitted on the forms provided and in the format specified in this Request for Qualifications.

A.15 Public Entity Crimes

In accordance with Section 287.133, Florida Statutes, 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 submittal to a public entity to perform work as a contractor, supplier, subcontractor, or Agent of Record 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, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

A.16 Assignment

Agent of Record, his/her assigns or representative, shall not enter into any agreements with third parties to delegate any or all of the responsibilities or rights herein set forth without prior written approval of the City.

A.17 Prime Firm Responsibilities

The selected Agent of Record will be required to assume responsibility for all services offered in their submittal.

AGENT OF RECORD SERVICES FOR EMPLOYEE BENEFIT PROGRAMS

Section I. PROJECT DESCRIPTION

The City of Holly Hill is requesting submittals from qualified firms to provide Agent of Record Services for the Employee Benefit Programs. The benefit programs include Medical, Dental, Vision, Life, and Voluntary Benefit Services.

Section II. SCOPE OF SERVICES

The City of Holly Hill is seeking a qualified Agent of Record for the purpose of reviewing and evaluating ongoing employee benefit programs to assure such programs are complying with all Federal, State, and Local rules. The Agent of Record will be expected to assess cost effectiveness of such programs, offer alternatives for evaluation, and recommend changes that are in the best interest of the City of Holly Hill. Employee benefit programs include Medical, Dental, Vision, Life, and Voluntary Benefit Services. The Agent of Record will advise on current trends or innovative programs that may be of interest to or benefit the City of Holly Hill employee benefit programs. The City of Holly Hill reserves the right to add, modify, or delete coverages as determined to be in the best interest of the city. All coverages are to be proposed to the City net of commission. Included within the scope of services the Agent of Record will facilitate claim review and coverage issues as requested.

The agent of Record's firm must provide an employee self-service online portal for employees to enroll and manage benefit plans. System must provide Human Resource benefit management and reporting. System must provide Affordable Care Act (ACA) tracking, reporting, and production of Employer IRS forms 1095-C. The Request for Qualifications submission must include a summary overview of the employee self-service online portal. Please also provide the City of Holly Hill with any additional Services that your agency will provide as the Agent of Record for the Employee Benefits Program. Please do not exceed one page.

Section III.

Where applicable please check the correct response:

Q1. Is the Agent of Record properly licensed by the State of Florida; currently in good standing with the State of Florida Department of Insurance and all other applicable regulatory entities to conduct business in the state and provide the required services requested.

A1: ☐ Yes ☐ No

Q2. Does the Agent of Record have a minimum of five (5) years' experience in providing governmental insurance services?

A2 ☐ Yes ☐ No

Q3. Has the Agent of Record had municipal clients within the last ten (10) years?

A3 ☐ Yes ☐ No

If yes, please provide a list five (5) clients below.

Q4. Can the Agent of Record produce reference contacts from municipal clients serviced within the past ten (10) years?

A4 ☐ Yes ☐ No

If yes, please list entity name(s), contact name(s) and contact phone number(s) below. **NOTE:** Contacts listed will be validated.

Section III. (Continued)

Q5. As an Agent of Record, do you have benefit seminar planning experience?

A5 ☐ Yes ☐ No

Q6. As an Agent of Record, do you understand the Scope of Services?

A6 ☐ Yes ☐ No

Q7. As an Agent of Record have you had government experience with the following types of insurance and service?

A1. **Agent of Record:**

Medical:	☐ Yes	☐ No
Vision:	☐ Yes	☐ No
Dental:	☐ Yes	☐ No
Long Term Disability:	☐ Yes	☐ No
Life:	☐ Yes	☐ No
Flexible Spending Plan:	☐ Yes	☐ No
Claims Services:	☐ Yes	☐ No
Voluntary Benefits Services:	☐ Yes	☐ No

Q8. Have Agent of Record or any member of your agency ever been indicted, convicted, plead guilty or plead no contest to the commission of a felony?

A2. ☐ Yes ☐ No

Q9. As an Agent of Record, does your agency hold a minimum of five million dollars in professional errors and omissions liability insurance?

A9: ☐ Yes ☐ No
If not, what is the limit? _____

Q10. Have Agent of Record or any member of your agency been involved in any claim or litigation with any Federal, State or Local Government or Private Entity?

A10. ☐ Yes ☐ No

Section III. (Continued)

Q11. As an Agent of Record, do you have preferred status with the insurance carriers? If so, please list which carriers and at what level:

A11. **Carrier: Preferred Status with Carrier:**

Q11. Who will be the City's principal contact(s) for this project? Provide name, title, and a brief description of the individual(s) experience in brokering benefit coverage.

Section IV

Proposals will be evaluated by a Selection Committee and ranked on the criteria listed below and submitted the City Commission for final approval. The criteria are itemized with their respective weights for a maximum total of **one hundred (100) points** per Evaluation/Selection. The most qualified agency will be selected to provide the services to the City of Holly Hill based upon, but not limited to, the following evaluation criteria: ; Past and present performance with other municipalities; Litigation History. Submittal evaluation shall be based on the following:

Experience and Expertise (30 points)

- i. The licensed to practice in the State of Florida.
- ii. The firm has no conflict of interest with regard to any other work performed by the firm for the City of Holly Hill.
- iii. The firm has a history of performing quality services as demonstrated by recent external references.
- iv. Completion and clarity of information in the submittal for this proposal.
- v. Quality of service: The firm's past experience and performance on government engagements of comparable size and complexity.
- vi. The quality and experience of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.
- vii. The financial capability

Scope of Services offered (35 points)

- i. Proposed services provided in response
- ii. Preferred Status with Insurance Carriers
- iii. Employee self-service online portal
- iv. Additional benefit services

v. Proof of Insurance

Local Vendor Preference (5 points)

The City follows its local bidder preference ordinance as applicable. Please see the City code of ordinances pertaining to local bidder preference for further clarification.

Fee Proposal (30 points)

The evaluation criteria will be reviewed by the evaluation committee. The City shall in addition to price consider other factors shown above.

Evaluation

This process will culminate with the identification of those considered to be the best qualified to partner with the City in providing the desired services and will be presented to the City commission for award of the bid. The City Commission's award is final. Accordingly, since other factors in addition to price will be considered, the City reserves the right to award the contract to other than the Vendor submitting the lowest price submittal, to accept or reject any submittal or portion thereof, and to negotiate or not negotiate with any firm.

Section V

The submittal shall be organized in binder form using index tabs to correspond to the following required information:

1. Methodology – A brief summary demonstrating an understanding of the services required and a planned approach to achieve those directives.
2. Submittal Form – Section III, Qualifications / Evaluation Criteria of this RFP **must be returned, each page initialed**, with your submittal.
3. Other Information – Include copies of all applicable licenses and Errors and Omissions certificate.

EXHIBIT "A"**INSURANCE CONSULTING SERVICES AGREEMENT**

THIS AGREEMENT made and entered by and between the City of Holly Hill (City) and _____
(Agent of Record).

WITNESSETH

WHEREAS, the City desires to retain and engage an AGENT OF RECORD for the City for employee benefit programs.

WHEREAS, the parties hereto have reached an understanding with each other regarding the professional services to be performed and the compensation to be paid for such services as more specifically set forth herein.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the undersigned parties hereby agree to the following:

1) Engagement and Scope of Service. The City hereby retains the Agent of Record and the Agent of Record hereby accepts said engagement for the purpose of providing the City with professional services related to the City's insurance, including but not limited to:

a) Continually review the City's insurances and make recommendations to the City regarding all issues related to the City's insurances, including but not limited to the types of insurance needed, appropriate coverages and appropriate deductibles.

b) Market the insurance coverages on an annual basis including review of coverage forms, terms and conditions.

c) Review all insurance submittals and provide a summary to the City of all relevant information regarding each submittal including an evaluation of the limits, retentions, coverages, exclusions and pricing of all submittals. Agent of Record shall make a written recommendation to the City and detail

the basis for the recommendation, including an evaluation of the limits, retentions and coverages. Agent of Record shall also evaluate the financial strength and solvency of each bidder.

d) Assist the City in negotiating coverages, policy language, services, limits, retention and price with a proposed insurer. Provide expertise in negotiations with insurers to obtain acceptable policy terms and conditions and in the preparation of manuscript forms and endorsements.

e) Assist the City to facilitate the review of all claims and to advocate for the City's interest.

f) Assist the City in all disputes with the City's insurance companies and to advocate for the City's interest.

g) Continually review and monitor applicable rules and laws and assure that the City's insurance programs are in compliance with all Federal, State, and Local rules. Ensure that all insurance coverage provided by the City's insurer's at all times meet or exceed the City's requested coverage. Continually monitor the financial strength and solvency of each of the City's insurance companies and advise the City of condition(s) that may adversely impact the insurance company's ability to fulfill its contractual obligations to the City.

h) Assess the cost effectiveness of such programs, offer alternatives for evaluation, and recommend changes that are in the best interest of the City.

i) Advise on current trends or innovative programs that may be of interest to or benefit the City.

j) Provide such other assistance as the City may request from the Agent of Record related to the City's insurance.

2) City Insurance. The Agent of Record agrees to provide the service described in Paragraph 1 above for all of the City's insurance, including insurance the City does not currently have but may elect to purchase during the term of this Agreement. The City's insurance shall at a minimum consist of the following:

(a) Employee Benefit Programs. Benefits shall include dental, vision, life, and voluntary benefit services.

3) Duration and Termination. The initial term of this Agreement shall be from 01/01/2021 date and shall expire on 12/31/2021. The City shall have the right to exercise two (2) successive one (1) year extensions on the same terms and conditions by providing the Agent of Record with written notice at least thirty (30) days before the end of the term of the City's intent to exercise the extension. In the event the City does not provide written notice of intent to exercise the extension, the Agreement shall expire. The Agreement may be terminated during the term as follows:

a. Either party shall have the right to terminate without cause upon providing the other party at least thirty (30) days advance written notice. If the Agent of Record terminates without cause, the Agent of Record shall not be entitled to any compensation from the effective date of termination. The City has the option of waiving the thirty (30) day notice and making the termination effective at an earlier date including up to the date of receipt of the notice. In the event the City terminates without cause, the Agent of Record will be paid the full compensation owed through the end of the current term of the Agreement as if the Agreement had not been terminated.

b. Either party shall have the right to terminate for cause upon providing the other party written notice outlining in detail the breach(s). The breaching party shall have thirty (30) days from receipt of said notice to correct the breach(s). In the event the breach(s) are not corrected within said period of time, the non-breaching party can terminate immediately upon providing the breaching party a written notice of termination. In the event the City terminates for cause, the Agent of Record shall not be entitled to receive any additional compensation after the effective date of the termination as provided in the written notice of termination. In the event the Agent of Record terminates for cause, the Agent of Record will be paid the full compensation owed through the end of the current term of the Agreement as if the Agreement had not been terminated. The only basis for the Agent of Record to terminate for cause is in the event the City fails to pay the Agent of Record compensation that is due and owing.

4. Compensation. The Agent of Record shall be paid the total sum of \$_____ for the services rendered for the duration of the contract.

Year One: \$_____ Period 01/01/2021 - 12/31/2021

Year Two: \$_____ Period 01/01/2022 - 12/31/2022

Total: \$_____

Options (if elected by City)

Year Three: \$_____ Period 01/01/2023 - 12/31/2023

Year Four: \$_____ Period 01/01/2024 - 12/31/2024

One-half of the Annual compensation shall be paid within thirty (30) days of the City purchasing/renewing all insurance covered by this Agreement. The annual balance shall be paid in four equal quarterly installments from the effective date of this Agreement through the end of the annual period. Payment shall be made by the 15th of the first month of the quarter. Agent of Record shall be responsible for all costs it incurs in providing the City the services outlined in this Agreement. Agent of Record shall execute an affidavit(s) at the request of the City attesting that the insurance premiums paid by the City are net of any commission or other benefit paid to the Agent of Record and that the Agent of Record has not received any compensation or any other form of benefit due to the City purchasing said insurance(s) other than the compensation paid by the City.

5. Prohibited Services, Compensation and Conflicts. The Agent of Record hereby represents that the only compensation or any other form of benefit the Agent of Record received or will receive in any way related to the insurance obtained pursuant to this Agreement is the compensation set forth in Paragraph 4 above. The Agent of Record will act in the capacity as a broker, agent or agent of record for any insurance obtained or procured pursuant to this Agreement. At all times the Agent of Record shall avoid any relationship with any of the City's insurance companies that would create or give the appearance of a conflict of interest. Any questionable relationship shall be disclosed to the City and the City shall make the final determination as to whether the relationship creates a conflict of interest. In the event the City determines that a relationship creates a conflict of interest, the Agent of Record shall either not have the relationship with the insurance company or terminate this agreement without cause.

6. Insurance. The Agent of Record shall at a minimum provide the following insurance and the City shall be named as an additional named insured on each policy:

a) Commercial liability insurance in an amount of not less than \$1,000,000 combined single limit, per occurrence for bodily injury and property damage.

b) Automobile liability insurance covering all owned, non-owned and hired vehicles used in connection with the operation of the Agent of Record, in an amount of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property.

c) Workers' compensation insurance for all employees of the proposing agency as required by Florida Law to include employee liability of not less than \$500,000 for each occurrence.

d) Errors and omissions liability coverage in an amount of not less than \$5,000,000.

7. Governing Law, Venue, Attorney Fees and Severability. The rights, obligations and remedies of the parties as specified under this Agreement shall be interpreted and governed by laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for any litigation arising out of or in any way related to this Agreement shall be in State Court, Volusia County, Florida and the Agent of Record specifically waives any Federal Court jurisdiction. The prevailing party in any litigation arising out of or in any way to related to this Agreement shall be entitled to be reimbursed reasonable attorney fees and costs, including all cost of appeal.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto for the services to be performed and furnished by the Agent of Record hereunder. No statement, representation, writing understanding or agreement made by either party, or any representative of either party, which is not expressed herein shall not be binding. All changes to, additions to, modifications of, or amendments to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

9. This Agreement shall be effective on _____.

City of Holly Hill _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

AGENT OF RECORD SERVICES FOR EMPLOYEE BENEFIT PROGRAMS
RFQ 2021-HR-01
SELECTION COMMITTEE SCORING AND OVERALL RANKING OF SUBMITTALS
CITY OF HOLLY HILL

Evaluator's Name:

Diane Cole

Date:

11/30/2020

Evaluator's Signature:

Diane Cole

CONSULTANT/COMPANY	35 points Scope of Services Offered	30 points Experience & Expertise	30 points Fee Proposal	5 points Local Vendor Preference	TOTAL POINTS	RANK
Acentria Public Risk Insurance	35	20	30	0	85	2
Brown and Brown Insurance	35	30	25	0	90	1

AGENT OF RECORD SERVICES FOR EMPLOYEE BENEFIT PROGRAMS

RFQ 2021-HR-01

SELECTION COMMITTEE SCORING AND OVERALL RANKING OF SUBMITTALS

CITY OF HOLLY HILL

Date: 11/30/2020

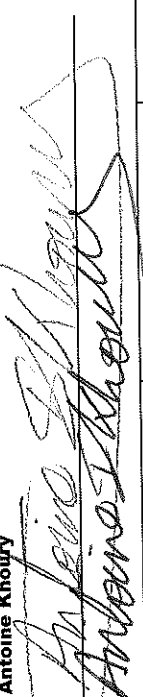
Stella Gurnee

Evaluator's Name:

Stella Gurnee

Evaluator's Signature:

CONSULTANT/COMPANY	35 points Scope of Services Offered	30 points Experience & Expertise	30 points Fee Proposal	5 points Local Vendor Preference	TOTAL POINTS	RANK
Acentria Public Risk Insurance	35	22.5	30	0	87.5	2
Brown and Brown Insurance	35	29.5	24	0	88.5	1

AGENT OF RECORD SERVICES FOR EMPLOYEE BENEFIT PROGRAMS RFQ 2021-HR-01 SELECTION COMMITTEE SCORING AND OVERALL RANKING OF SUBMITTALS CITY OF HOLLY HILL						
Evaluator's Name: Antoine Khoury		Date: 11-30-2020				
Evaluator's Signature: 						
CONSULTANT/COMPANY	35 points Scope of Services Offered	30 points Experience & Expertise	30 points Fee Proposal	5 points Local Vendor Preference	TOTAL POINTS	RANK
Acentria Public Risk Insurance	28	28	30	5	86 ⁹⁸	2 ¹
Brown and Brown Insurance	33	30	25	5	88 ⁹⁸	1 ¹