

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • MARCH 8, 2022

City Commission Chamber

Regular City Commission Meeting

6:00 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 Commissioner Penny Currie
- c. Pledge of Allegiance

2. PRESENTATION

- 1. Holly Hill Arts Festival - "March is Holly Hill Arts Festival Month"
(Requested by Valerie Manning, City Clerk)

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

- 1. Minutes - February 22, 2022 Regular City Commission Meeting
(Requested by Valerie Manning, City Clerk)

5. CONSENT AGENDA - ITEMS (1 - 3)

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 -2022-R-19 A Resolution of the City Commission of the City of Holly Hill, Florida, Establishing Participation in the Senior Management Service Class; Providing for Authority to the City Manager for Implementing Administrative Actions; Providing for Scrivener's Errors and Conflicts; Providing for Severability; and Providing for an Effective Date.
(Requested by Valerie Manning, City Clerk)
- 2. Resolution -2022-R-20 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving an Increase of \$30,000 to an Agreement with All Daytona Septic Tank Service, Inc., for a Total Amount Not to Exceed \$50,000 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing an Effective Date.
(Requested by Steve Juengst, Public Works)
- 3. Third Amendment to Interlocal Agreement for Fire And/Or Rescue Mutual Aid Within Volusia County
(Requested by Valerie Manning, City Clerk)

6. REGULAR AGENDA

1. Resolution -2022-R-15 A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2021-2022 Annual Operating Budget, Appropriating Pledge Donation Funds; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.
(Requested by Stella Gurnee, Finance)
2. Resolution -2022-R-16 A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2021-2022 Annual Operating and Capital Budget, Appropriating Operating and Capital Projects the Fiscal Year 2021-2022 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.
(Requested by Stella Gurnee, Finance)
3. Resolution -2022-R-17 A Resolution of the City Commission of the City of Holly Hill, Florida, Amending the City of Holly Hill's Purchasing Policy, Which was Approved in Resolution 2018-R-30; Providing for Legislative Findings and Intent; Repealing All Resolutions in Conflict Herewith; Providing for Authority to the City Manager for Implementing Administrative Actions; and Providing for Scrivener's Errors, Conflicts Severability; and Providing an Effective Date.
(Requested by Stella Gurnee, Finance)
4. Resolution -2022-R-18 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Piggybacking the Osceola County Agreement with ZHA, Inc., for the Purchase of Construction Management/Owners Representative Services for Community Development Projects and Authorize the City Manager to Execute Any Necessary Price Agreements; Providing for Severability; and Providing for an Effective Date.
(Requested by Stella Gurnee, Finance)

7. PUBLIC HEARINGS

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.

1. Ordinance -2021-O-3038 SECOND READING - an Ordinance Adopting Large Scale Comprehensive Plan Amendments in Accordance with Ch. 163, Part II, Florida Statutes; Amending the Coastal Management Element to Add Objectives and Policies for Flood Risk Planning in Accordance with Florida Statutes Section 163.3178(2)(F); Repealing All Ordinances and Parts of Ordinances in Conflict Herewith; and Providing an Effective Date.
(Requested by Brian Walker, Board of Planning and Appeals)

2. Ordinance -2022-O-3047 SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending Chapter 2, Administration, Article II., City Commission to Create Section 2-32, City Commission Badges; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

8. COMMUNICATIONS

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

9. ADJOURNMENT

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

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



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



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

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

**City Commission**

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED**PRESENTATION (ID # 3656)**

Meeting: 03/08/22 06:00 PM
Department: City Clerk
Category: Proclamation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 3656

Holly Hill Arts Festival - "March is Holly Hill Arts Festival Month"



PROCLAMATION
BY THE MAYOR OF THE CITY OF HOLLY HILL, FLORIDA
RECOGNIZING THE MONTH OF MARCH AS
HOLLY HILL ARTS FESTIVAL
IN THE CITY OF HOLLY HILL, FLORIDA

WHEREAS, the 4th Annual Holly Hill Arts Festival will be Saturday, March 26 – Sunday, March 27, 2022 on the front lawn of City Hall; and

WHEREAS, the Arts Festival will host over 80 juried local, regional and national fine artists and crafters; and

WHEREAS, the Arts Festival is free to the public with plenty of free parking. It offers affordable art for the established, as well as, the beginning collector with award-winning BBQ and festival food; and

WHEREAS, the Holly Hill Arts Festival is presented by *Helping Hand Thru Arts* and the City of Holly Hill; and

WHEREAS, in past years, and again this year, the Arts Festival will donate \$1,000 to each of the two Holly Hill Schools, Holly Hill School K-8 and the UBIC Academy K-12, for their arts and music curricula.

NOW, THEREFORE, I, Chris Via, Mayor of the City of Holly Hill, Florida and on behalf of the City Commission, do hereby proclaim the month of March as ***“Holly Hill Arts Festival Month”***.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 8th day of March, 2022.

City of Holly Hill, Florida

Chris Via, Mayor





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

**City Commission
Agenda Item**

4.1

MEETING DATE: March 8, 2022
FROM: Valerie Manning
SUBJECT: Minutes - February 22, 2022 Regular City Commission Meeting
NUMBER: (ID # 3662)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from February 22, 2022 regular City Commission meeting.

MOTION:

Approve the minutes as submitted by staff.

- Minutes - February 22, 2022 Regular CC meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • FEBRUARY 22, 2022

City Commission Chamber

Regular City Commission Meeting

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

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 Penny

Commissioner Penny led the invocation.

c. Pledge of Allegiance

Mayor Via led the Pledge of Allegiance to the Flag.

2. REORGANIZATION OF CITY COMMISSION

A. Selection of Vice Mayor

*Commissioner Danio made a motion to **REAPPOINT COMMISSIONER PENNY AS VICE-MAYOR**, seconded by Commissioner Currie.*

Mayor Via opened public participation. No one spoke.

PASSED, 5-0.

B. Appointments to Boards:

i. East Volusia Regional Water Authority (EVRWA)

(The EVRWA was dissolved approximately a year ago)

ii. Transportation Planning Organization (TPO)

*Commissioner Currie made a motion to **REAPPOINT COMMISSIONER JOHNSON TO CONTINUE SERVING ON THE TRANSPORTATION PLANNING ORGANIZATION (TPO) BOARD AS THE CITY'S REPRESENTATIVE**, seconded by Commissioner Penny.*

Mayor Via opened public participation. No one spoke.

Attachment: Minutes - February 22, 2022 Regular CC meeting (3662 : Minutes)

PASSED, 5-0.

3. PUBLIC COMMENTS

No one spoke.

4. APPROVAL OF MINUTES

1.

Minutes - February 8, 2022, Workshop on Capital Improvement Projects, New Hires and February 8, 2022 Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 22nd day of February, 2022, in Holly Hill



5. CONSENT AGENDA - ITEMS (1 - 2)

Mayor Via asked if any member in the audience wished to speak to any item on the Consent Agenda or if any member of the Commission wished to pull an item for further discussion.

There was no one.

1. -2022-R-13 Resolution

A Resolution of the City of Holly Hill, Florida, Establishing the Adopt-A-Road Liter Removal Program; Providing for Severability; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)

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

RESOLUTION

2022-R-13

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ESTABLISHING THE ADOPT-A-ROAD LITER REMOVAL PROGRAM; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**A RESOLUTION OF THE CITY OF HOLLY HILL,
FLORIDA, ESTABLISHING THE ADOPT-A-ROAD LITER
REMOVAL PROGRAM; PROVIDING FOR**

SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill wishes to promote cleanliness by decreasing litter throughout City streets; and

WHEREAS, the City encourages participants to consider adopting a road and keeping it clean.

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

SECTION 1. The City Commission hereby establishes an “Adopt-A-Road” Program.

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 22th day of FEBRUARY, 2022.

Enacted and approved this 22nd day of February, 2022, in Holly Hill



2. -2022-R-14 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Selecting C&S Chemicals as the Lowest, Responsible Bidder, Waiving Irregularities in Bid as Non-Substantial Irregularities, and Authorizing the City Manager to Enter into a Contract with C&S Chemicals for the Purchase of Alum with a Total Amount Not to Exceed \$45,000 for Fiscal Year 2022 with Future Purchases Contingent Upon the Annual Approved Budget Appropriation Amount for Alum in that Year; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION**2022-R-14**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, SELECTING C&S CHEMICALS AS THE LOWEST, RESPONSIBLE BIDDER, WAIVING IRREGULARITIES IN BID AS NON-SUBSTANTIAL IRREGULARITIES, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH C&S CHEMICALS FOR THE PURCHASE OF ALUM WITH A TOTAL AMOUNT NOT TO EXCEED \$45,000 FOR FISCAL YEAR 2022 WITH FUTURE PURCHASES CONTINGENT UPON THE ANNUAL APPROVED BUDGET APPROPRIATION AMOUNT FOR ALUM IN THAT YEAR; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, SELECTING C&S CHEMICALS AS THE LOWEST, RESPONSIBLE BIDDER, WAIVING IRREGULARITIES IN BID AS NON-SUBSTANTIAL IRREGULARITIES, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH C&S CHEMICALS FOR THE PURCHASE OF ALUM WITH A TOTAL AMOUNT NOT TO EXCEED \$45,000 FOR FISCAL YEAR 2022 WITH FUTURE PURCHASES CONTINGENT UPON THE ANNUAL APPROVED BUDGET APPROPRIATION AMOUNT FOR ALUM IN THAT YEAR PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City requested a bid to supply ALUM to the waste water plant and opened bids on February 1, 2022; and

WHEREAS, C&S Chemicals was the low most responsive bidder, at \$363 /dry ton; and

WHEREAS, City staff recommends award the contract to C&S Chemicals.

WHEREAS, City staff recommends waiving the failure to submit Title page, table of contents, and label as non-substantial irregularities.

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 select C&S Chemicals as the lowest, responsible bidder; waives the failure to submit Title page, table of contents and label as non-substantial irregularities; and award the contract.

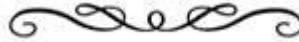
SECTION 2. That the City Manager of the City of Holly Hill is hereby authorized to execute the agreement with C&S Chemicals to supply ALUM to the Waste Water Plant pursuant to the terms of the bid.

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 FEBRUARY, 2022.

Enacted and approved this 22nd day of February, 2022, in Holly Hill



6. REGULAR AGENDA

1. -2022-O-3047 Ordinance

FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending Chapter 2, Administration, Article II., City Commission to Create Section 2-32, City Commission Badges; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

Mayor Via opened public participation. No one spoke.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS]	Next: 3/8/2022 6:00 PM
MOVER:	John C. Danio, District 3 - Commissioner	
SECONDER:	Roy Johnson, District 4 - Commissioner	
AYES:	Via, Penny, Currie, Danio, Johnson	



2.

Negotiated Lien Reduction 154 Burleigh Avenue

(Requested by Joseph Forte, City Manager)

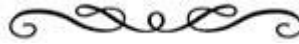
Mr. Forte read through the staff report for the lien reduction for 154 Burleigh. The City will receive payment from the closing through the title company, in an amount not less than \$27,050.00 as payment for the recorded lien for the first violation. The City agrees

to release all liens under the new ownership of Buyer to an amount not to exceed \$2,600.00 and file a release of lien after the property is brought into compliance no later than 60 days following the closing. Buyer agrees to acquire the property within 30 days of the date of the last party to sign this agreement. Within 60 days of becoming the owner of the property, the Buyer shall remedy the existing code violations and take other action necessary to correct the existing code violations bringing the property into compliance. If the Buyer fails to comply with the above requirements, the Buyer acknowledges that the City has the right to collect the remaining balance of the lien in the amount of \$26,000.00 or pursue foreclosure.

Mayor Via opened public participation. No one spoke.

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 22nd day of February, 2022, in Holly Hill



7. PUBLIC HEARINGS - NONE

8. COMMUNICATIONS

A. City Manager & Staff Comments

a.

Emergency Piggy Back Contract for IT Services

(Requested by Joseph Forte, City Manager)

Mr. Forte briefly explained the emergency piggyback contract for IT Services. He asked that the Commission include in their motion to retroact the services to February 16, 2022.

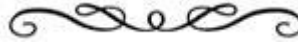
*Commissioner Currie made a motion to **APPROVE THE PIGGYBACK CONTRACT FOR EMERGENCY SERVICES FOR IT AND TO MAKE THE CONTRACT RETROACTIVE FROM FEBRUARY 16, 2022**, seconded by Commissioner Penny.*

Mayor Via opened public participation. No one spoke.

PASSED, 5-0.

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

Enacted and approved this 22nd day of February, 2022, in Holly Hill



B. City Attorney Comments
None.

C. City Commission Comments

Commissioner Johnson mentioned that he was in Virginia for a week for his brother's funeral; reminded everyone about the Ground Breaking Ceremony for the Volusia Sports Center on Friday, February 25th at 4:00 PM, 1137 S. Nova Road, it's open to the public; Samantha "Sammy" Crouch's last day at the Holly Hill Chamber is Friday, enjoyed working with her; there is a TPO meeting tomorrow; took his grandson to Pictona over the weekend to play pickleball and mentioned all the free things that are available for the public to play and enjoy.

Commissioner Currie thanked and appreciated everyone for their prayers for Forrest and asked if they can continue to pray.

Commissioner Penny also mentioned that Sammy's last day at the Chamber will be Friday and today they interviewed some good candidates for that position.

Jim Cameron spoke briefly and wanted to share that he, too, enjoyed working with Sammy at the Chamber and wished her all the best in the Daytona Beach Chamber of Commerce and knows that she will do just as well there.

D. Mayor's Comments

Mayor Via reminded the Commissioners that the Volusia League of Cities, the awards nominations are out and maybe they can start putting their ideas together on some staff that they can potentially put forward.

9. **ADJOURNMENT**

The meeting adjourned at approximately 6:30 PM.



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

**City Commission
Resolution**

MEETING DATE: March 8, 2022
FROM: Valerie Manning
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Establishing Participation in the Senior Management Service Class; Providing for Authority to the City Manager for Implementing Administrative Actions; Providing for Scrivener's Errors and Conflicts; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2022-R-19
APPLICANT:
PLANNER:

DISCUSSION:

During the General Election that was held on Tuesday, August 28, 2018, the voters voted to eliminate the Civil Service Act within our Charter. It was determined that with the creation of the Human Resources Division and the establishment of employee union contracts, the Civil Service Act is no longer utilized for the hiring, promoting, oversight or discipline of City's employees. Repealing Civil Service will allow the City to continue to hire, promote and discipline according to the City's adopted Personnel Rules and Regulation. This change in the Civil Service Act also allows for the City to participate in the State of Florida Senior Management Service Class pension a part of the Florida Retirement System.

The City Commission had previously designated the City Manager, Finance Director, Public Works Director/City Engineer, Community Development Director/City Planner and Human Resources Manager as part of the Senior Management Service Class as indicated in the Florida Statute Chapter 121. The City Commission will now designate the additional position of the Assistant City Manager as part of the Senior Management Service Class as indicated in the Florida Statute Chapter 121.

As required by the State of Florida a Public Notice of the City of Holly Hill's intent was published in the Daytona Beach News Journal on Saturday, February 26th and Saturday, March

5th. For this position now designated, it would be for all service performed effective April 1, 2022.

FISCAL ANALYSIS:

The estimated cost of this change for Fiscal Year 2022 is \$9,458. There are sufficient budget savings from vacancies within the Finance Department for this change. The budget is in the Finance Department account 001-1301-513.2200

STAFF RECOMMENDATION:

Staff recommends approval of this Resolution establishing a Senior Management Service Class for the additional position of the Assistant City Manager.

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 THE RESOLUTION ESTABLISHING PARTICIPATION IN THE SENIOR MANAGEMENT SERVICE CLASS; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS.

ATTACHMENTS:

- Proof of Public Notice in NJ for Senior Management Service Class Designation - Feb. 2022 (PDF)

Resolution No. 2022-19**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, ESTABLISHING PARTICIPATION IN THE SENIOR MANAGEMENT SERVICE CLASS; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR SCRIVENER'S ERRORS AND CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

A RESOLUTION OF THE CITY COMMISSION OF HOLLY HILL, FLORIDA, ESTABLISHING PARTICIPATION IN THE SENIOR MANAGEMENT SERVICE CLASS; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR SCRIVENER'S ERRORS AND CONFLICTS; AND PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida State Legislature has established a separate class of membership within the Florida Retirement System to be known as the "Senior Management Service Class"; and

WHEREAS, participation in the Senior Management Service Class shall be designated by the City Commission of the City of Holly Hill, Florida as indicated in the Florida Statute Chapter 121; and

WHEREAS, the City Commission of the City of Holly Hill had previously designated the City Manager, Finance Director, Public Works Director/City Engineer, Community Development Director/City Planner and Human Resources Manager as part of the Senior Management Service Class as indicated in the Florida Statute Chapter 121; and

WHEREAS, the City Commission of the City of Holly Hill now designates the additional position of the Assistant City Manager as part of the Senior Management Service Class as indicated in the Florida Statute Chapter 121.

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

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The City Commission of the City of Holly Hill designates the following positions as the Senior Management Service Class: City Manager, Finance Director, Public Works Director/City Engineer, Community Development Director/City Planner, Human Resources Manager, and Assistant City Manager.

SECTION 2. COMMISSION APPROVAL. The City may designate the position of Assistant City Manager for inclusion in the Senior Management Service Class of the Florida Retirement System, provided that the intent to designate the position for inclusion in the class shall be published once a week for two (2) consecutive weeks in the local newspaper of jurisdiction. For this position now designated, it would be for all service performed effective April 1, 2022.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager is hereby authorized and directed to take such actions as he may deem necessary and appropriate in order to implement the provisions of this Resolution.

SECTION 4. SCRIVENER'S ERRORS. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 5. CONFLICTS. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 6. 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 7. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of MARCH, 2022.

"
Proof of Public Notice" in the
Daytona Beach News-Journal

PUBLIC NOTICE

City of Holly Hill

Notice is hereby given that the City of Holly Hill will consider modifying its current designations for the Florida Retirement System Senior Management Service Class designation to include the following position: Assistant City Manager. This will be considered by the Holly Hill City Commission on Tuesday, March 8, 2022 at 6:00 p.m. in the City Hall Commission Chambers, 1065 Ridgewood Avenue, Holly Hill, Florida.

Joseph A. Forte

City Manager

L#692440 2/26 3/5 2022

First Public Notice

Feb. 26, 2022

Second Public Notice

will be on March 5, 2022



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

**City Commission
Resolution**

5.2

MEETING DATE: March 8, 2022
FROM: Steve Juengst
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Approving an Increase of \$30,000 to an Agreement with All Daytona Septic Tank Service, Inc., for a Total Amount Not to Exceed \$50,000 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing an Effective Date.
NUMBER: 2022-R-20
APPLICANT:
PLANNER:

DISCUSSION:

On June 14, 2021, a purchase order was issued to Ovivo USA, LLC, as a sole source provider to replace the existing torque components on the lime thickener in the City's water treatment plant. When this item was ordered, an original delivery date, based on fabrication time and supply chain disruptions, was anticipated for November 2021. Unfortunately, additional delays had occurred, and when the item was ultimately delivered to the Public Works yard, parts were missing from the shipment. It will require yet more lead time for the fabrication of these missing parts.

The City uses lime to soften the hard water that is native to our local environment. Pumping out and properly disposing of the waste product from the water softening process is needed in order to avoid a buildup in our water plant ultimately resulting in an inability to properly operate the water plant and falling out of compliance with regulatory agencies. In order to ensure that waste was properly disposed, the city hired All Daytona Septic Tank Service, Inc., to pump out loads of lime sludge through purchase order 220093 in the amount of \$20,000.

Due to delays in the delivery of a complete shaft screw assembly, it is required that additional pump outs be performed in order to continue to soften the City's water. As such, an increase to the purchase order with All Daytona Septic Tank Service, Inc., is required. Staff recommends increasing the purchase order by \$30,000 for a total cost not to exceed \$50,000. A copy of purchase order 220093 with All Daytona Septic Tank Service, Inc., is included under Exhibit "A".

The original award of services to All Daytona Septic Tank Service, Inc., was made through written quotes rather than a formal solicitation. With the increased cost of services, staff recommend that the City Commission waive the formal bid procedure in observance of the City of Holly Hill purchasing policy Chapter 8, which states that the "Commission may waive the

formal bidding procedure over \$25,000 ... when an essential government service would be interrupted." Chapter 8 of the purchasing policy is included under Exhibit "B".

FISCAL ANALYSIS:

This cost was not anticipated during the current fiscal year as it is the result of damage to the City's lime thickener. However, there is adequate funding in general ledger account # 400-3010-533.46-01 to cover an additional \$30,000 in expenditures.

STAFF RECOMMENDATION:

Approve an increase of \$30,000 to an agreement with All Daytona Septic Tank Service, Inc., to continue to pump out lime sludge on purchase order 220093 for a new amount not to exceed \$50,000.

COMMISSION GOAL:

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

MOTION:

APPROVE AN INCREASE OF \$30,000 TO AN AGREEMENT WITH ALL DAYTONA SEPTIC TANK SERVICE, INC., FOR A TOTAL COST NOT TO EXCEED \$50,000, WAIVING FORMAL BIDDING REQUIREMENTS AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - ALL DAYTONA SEPTIC TANK PO 220093 (PDF)
- Exhibit B - Waivers of Bid (PDF)

Resolution No. 2022-20

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN INCREASE OF \$30,000 TO AN AGREEMENT WITH ALL DAYTONA SEPTIC TANK SERVICE, INC., FOR A TOTAL AMOUNT NOT TO EXCEED \$50,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN INCREASE OF \$30,000 TO AN AGREEMENT WITH ALL DAYTONA SEPTIC TANK SERVICE, INC., FOR A TOTAL AMOUNT NOT TO EXCEED \$50,000, WAIVING FORMAL BIDDING REQUIREMENTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, repairs to the lime thickener at the water plant are taking longer than expected; and

WHEREAS, the City must continue to pump out lime softening waste product and have it properly disposed; and

WHEREAS, the City currently has an active purchase order with All Daytona Septic Tank Service, Inc., to provide pumping out and disposal of lime softening waste; and

WHEREAS, additional expenditures will be required in order to continue pumping prior to the completion of the repair of the lime thickener.

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 an increase of \$30,000 to an agreement with All Daytona Septic Tank Service, Inc., for a total amount not to exceed \$50,000, waives formal bidding requirements to prevent interruption of essential government services and authorizes the City Manager to execute the same.

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

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

APPROVED AND AUTHENTICATED on this 8th day of MARCH, 2022.



PURCHASE ORDER
CITY OF HOLLY HILL
 (386)248-9427
 1065 RIDGEWOOD AVENUE
 HOLLY HILL, FL 32117

P.O. #
220093

DATE: 1/27/2022

VENDOR PHONE: (386)672-1576

VENDOR FAX: (386)677-7098

VENDOR #: 4165

VENDOR ADDRESS: ALL DAYTONA SEPTIC TANK SHIP TO: WATER PLANT
 SERVIC
 1637 STATE AVE
 HOLLY HILL, FL 32117

PUBLIC WORKS
 453 LPGA BLVD.
 HOLLY HILL, FL 32117

Our P.O.# MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	REQUISITION BY	
01/31/2022		0000001602	01/11/2022	EWRENN AARMSTRONG	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		40030105334601		STELLA GURNEE	
		PROJECT NUMBER			
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

CHANGE ORDER

1	REPAIR THICKENER USED TO TRANSFER LIME						
	1.00 / EA SLUDGE					14,000.000	14,000.00
						0	

WASTE TO WASTEWATER PLANT.
 7 LOADS OF 5200 GALLONS AT \$2000.00 PER
 LOAD, 0.38
 PER GALLON.

PHONE: 386-672-1576
 FAX: 386-677-7098

2	ADDITIONAL LOADS OF LIME SLUDGE						
	3.00 / EA					2,000.0000	6,000.00

TOTAL PURCHASE AMOUNT

\$20,000.00



PURCHASE ORDER
CITY OF HOLLY HILL
 (386)248-9427
 1065 RIDGEWOOD AVENUE
 HOLLY HILL, FL 32117

P.O. #
220093

DATE: 1/27/2022

VENDOR PHONE: (386)672-1576

VENDOR FAX: (386)677-7098

VENDOR #: 4165

VENDOR ADDRESS: ALL DAYTONA SEPTIC TANK
 SERVIC
 1637 STATE AVE
 HOLLY HILL, FL 32117

SHIP TO: WATER PLANT
 PUBLIC WORKS
 453 LPGA BLVD.
 HOLLY HILL, FL 32117

*Our P.O.# **MUST** Appear on **ALL** Invoices, Packages and Correspondence*

DELIVER BY		REQUISITION #	REQUISITION DATE	REQUISITION BY	
01/31/2022		0000001602	01/11/2022	EWRENN AARMSTRONG	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		40030105334601		STELLA GURNEE	
		PROJECT NUMBER			
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

Send Original and One Copy of Invoice to:
CITY HALL
FINANCE DEPARTMENT
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117-2807

Joseph A. Forte

Approving Official

Attachment: Exhibit A - ALL DAYTONA SEPTIC TANK PO 220093 (2022-R-20 : Lime Sludge Removal)

POLICY 7.2 INSURANCE CERTIFICATE

- (a) Insurance companies sell direct or through agents.
- (b) The Insurance Certificate must have an original signature. A faxed certificate must be followed immediately by an original.
- (c) The City shall be the Certificate Holder.
- (d) The Certificate shall reference the bid number and the project name.

POLICY 7.3 PROOF OF INSURABILITY

A binder is good only for thirty days. Insist on proof of an issued policy within thirty days.

The Finance Department or Risk Manager may require the contractor to produce an original insurance policy to verify coverage. All insurance companies providing the insurance under this contract must be authorized to conduct business under the laws of the State of Florida.

POLICY 7.4 ADDITIONAL INSURED

The City shall be listed as an Additional Insured for Comprehensive General Liability Insurance. The City shall not be listed as an Additional Insured under Workers Compensation, Professional Liability, or Automobile Liability Insurance. If we are, we may be responsible for the insurance premiums.

CHAPTER 8 - WAIVERS OF BID

The City Manager may waive purchasing policy up to \$25,000, and Commission may waive the formal bidding procedure over \$25,000 for the following reasons. Every attempt should be made to obtain three written quotations.

- The health, safety, or welfare of the citizens or employees is at stake.
- To get a vehicle or equipment vital to the operations of the City back into service.
- If equipment needs to be taken apart to give an estimate or price.
- For the purchase or rental of real estate when location is important.
- Emergencies and natural disasters.
- When specifications must not be made public due to covert or confidential operations of the Police Department.
- When advertising must be done in a specific publication such as a trade journal, local publication, etc.
- To obtain materials, equipment, or services which cannot be purchased under normal bid procedures, as confirmed by the Finance Department.
- When an essential government service would be interrupted.
- When additional loss to public or private property might occur.
- When, after notice in accordance with ordinance, no bids or proposals are received.
- Otherwise as determined to be in the best interest of the City.



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

5.3

**City Commission
Agenda Item**

MEETING DATE: March 8, 2022
FROM: Valerie Manning
SUBJECT: Third Amendment to Interlocal Agreement for Fire And/Or Rescue
Mutual Aid Within Volusia County
NUMBER: (ID # 3657)
APPLICANT:
PLANNER:

DISCUSSION:

The parties (cities) entered into a First Amendment extending the term of the Agreement for an additional five-year term extending the Agreement to October 24, 2016 and the parties (cities) entered into a Second Amendment extending the term of the Agreement for an additional five-year term extending the Agreement to October 24, 2021.

The term of the Agreement shall be extended for an additional five (5) years and shall remain in effect through October 24, 2026. This Third Amendment shall become effective upon being filed and recorded with the Clerk of the Circuit Court of Volusia County.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve the Third Amendment to the Interlocal Agreement for Mutual Aid with the County as submitted by staff and authorize the City Manager to execute the agreement.

COMMISSION GOAL:

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

MOTION:

APPROVE THE THIRD AMENDMENT TO THE INTERLOCAL AGREEMENT FOR MUTUAL AID WITH THE COUNTY AS SUBMITTED BY STAFF AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.

- Third Amendment to Interlocal Mutual Aid Agreement (PDF)
- Attachment A - Interlocal Agreement with County (PDF)

**THIRD AMENDMENT TO INTERLOCAL AGREEMENT
FOR FIRE AND/OR RESCUE MUTUAL AID
WITHIN VOLUSIA COUNTY, FLORIDA**

THIS THIRD AMENDMENT to the Agreement is made and entered by and between the undersigned local governments as follows:

WHEREAS, the Cities of Daytona Beach, Daytona Beach Shores, Deland, Deltona, Edgewater, Holly Hill, New Smyrna Beach, Orange City, Ormond Beach, Port Orange, South Daytona, the Town of Ponce Inlet and Volusia County ("Parties") entered into an *Interlocal Agreement for Fire And/Or Rescue Service Mutual Aid Within Volusia County, Florida* ("Agreement"), on October 25, 2006, pursuant to the authority of Chapter 163, Florida Statutes for the purpose of providing mutual aid in fire and rescue services; and

WHEREAS, the Agreement was recorded in the Official Records Book 5940, Pages 3252-72, Public Records of Volusia County, Florida on October 25, 2006; and

WHEREAS, Section 19 of the Agreement anticipates five year extensions of terms upon written mutual agreement of the parties; and

WHEREAS, the parties entered into a First Amendment extending the term of the Agreement for an additional five-year term extending the Agreement to October 24, 2016; and

WHEREAS, the parties entered into a Second Amendment extending the term of the Agreement for an additional five-year term extending the Agreement to October 24, 2021.

NOW THEREFORE, in consideration of the premises, mutual covenants, provisions and representations contained herein, constituting good and valuable consideration, the Parties hereto agree as follows:

1. The recitals set forth above are true, correct and form a material part of this Third Amendment.
2. Pursuant to Paragraph 19 of the Agreement as amended by the Second Amendment, which allows the term of the Agreement to be extended for additional terms of five (5) years upon written amendment, the term of the Agreement shall be extended for an additional five (5) years and shall remain in effect through October 24, 2026.
3. Attachment A to the Agreement is hereby replaced in its entirety with Attachment A revised, a copy of which is attached hereto and incorporated herein.
4. This Third Amendment shall become effective upon being filed and recorded with the Clerk of the Circuit Court of Volusia County, Florida.
5. This Third Amendment is made pursuant to Article 20 of the Agreement. Amendment shall remain in full force and effect for those local governments which approve and execute this

Third Amendment, notwithstanding the failure of any local government to approve and execute this Third Amendment.

6. The provisions of this Third Amendment shall prevail against any conflict with a provision of the Agreement. Otherwise, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties, by and through the undersigned have entered into this Third Amendment to the Mutual Aid Agreement in counterparts on the date and year hereafter written for the purpose stated above.

THE COUNTY OF VOLUSIA

By: _____
Jeff Brower, County Chair

Attest: _____
George Recktenwald, County Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Jeff Brower and George Recktenwald, as County Chair and County Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me of have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF ORANGE CITY

By: _____
 Gary Blair, Mayor

Attest: _____
 Dale Arrington, City Manager

Date: _____

STATE OF FLORIDA
 COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Gary Blair and Dale Arrington, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me or have produced _____ as identification.

Notary Seal

 Notary Public, State of Florida at Large
 Commission No.: _____

THE CITY OF HOLLY HILL

By: _____
Chris Via, Mayor

Attest: _____
Joseph A. Forte, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, ____ (year), by Chris Via and Joseph A. Forte, as Mayor and City Manager of the City of Holly Hill, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature

Printed Name

Commission No.: _____
My Commission Expires: _____

THE CITY OF DAYTONA BEACH

By: _____
Derrick L. Henry, Mayor

Attest: _____
Deric Feacher, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Derrick L. Henry and Deric Feacher, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me or have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF DAYTONA BEACH SHORES

By: _____
Nancy Miller, Mayor

Attest: _____
Michael Booker, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Nancy Miller and Michael Booker, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me of have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF SOUTH DAYTONA

By: _____
Bill Hall, Mayor

Attest: _____
James Gillis, Jr, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Bill Hall and James Gillis, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me of have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF ORMOND BEACH

By: _____
 Bill Partington, Mayor

Attest: _____
 Joyce Shanahan, City Manager

Date: _____

STATE OF FLORIDA
 COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Bill Partington and Joyce Shanahan, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me or have produced _____ as identification.

Notary Seal

 Notary Public, State of Florida at Large
 Commission No.: _____

THE TOWN OF PONCE INLET

By: _____
Gary Smith, Mayor

Attest: _____
Jeaneen Clauss Witt, Town Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Gary Smith and Jeaneen Clauss Witt, as Mayor and Town Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me of have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF NEW SMYRNA BEACH

By: _____
Russ Owen, Mayor

Attest: _____
Khalid Resheidat, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Russ Owen and Khalid Resheidat, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me or have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF EDGEWATER

By: _____
Mike Thomas, Mayor

Attest: _____
Glenn Irby, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Mike Thomas and Glenn Irby, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me or have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF DELTONA

By: _____
Heidi Herzberg, Mayor

Attest: _____
John Peters III, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Heidi Herzberg and John Peters, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me or have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF DELAND

By: _____
Robert F. Apgar, Mayor

Attest: _____
Michael Pleus, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Robert F. Apgar and Michael Pleus, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me or have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

THE CITY OF PORT ORANGE

By: _____
Donald Burnette, Mayor

Attest: _____
Wayne Clark, City Manager

Date: _____

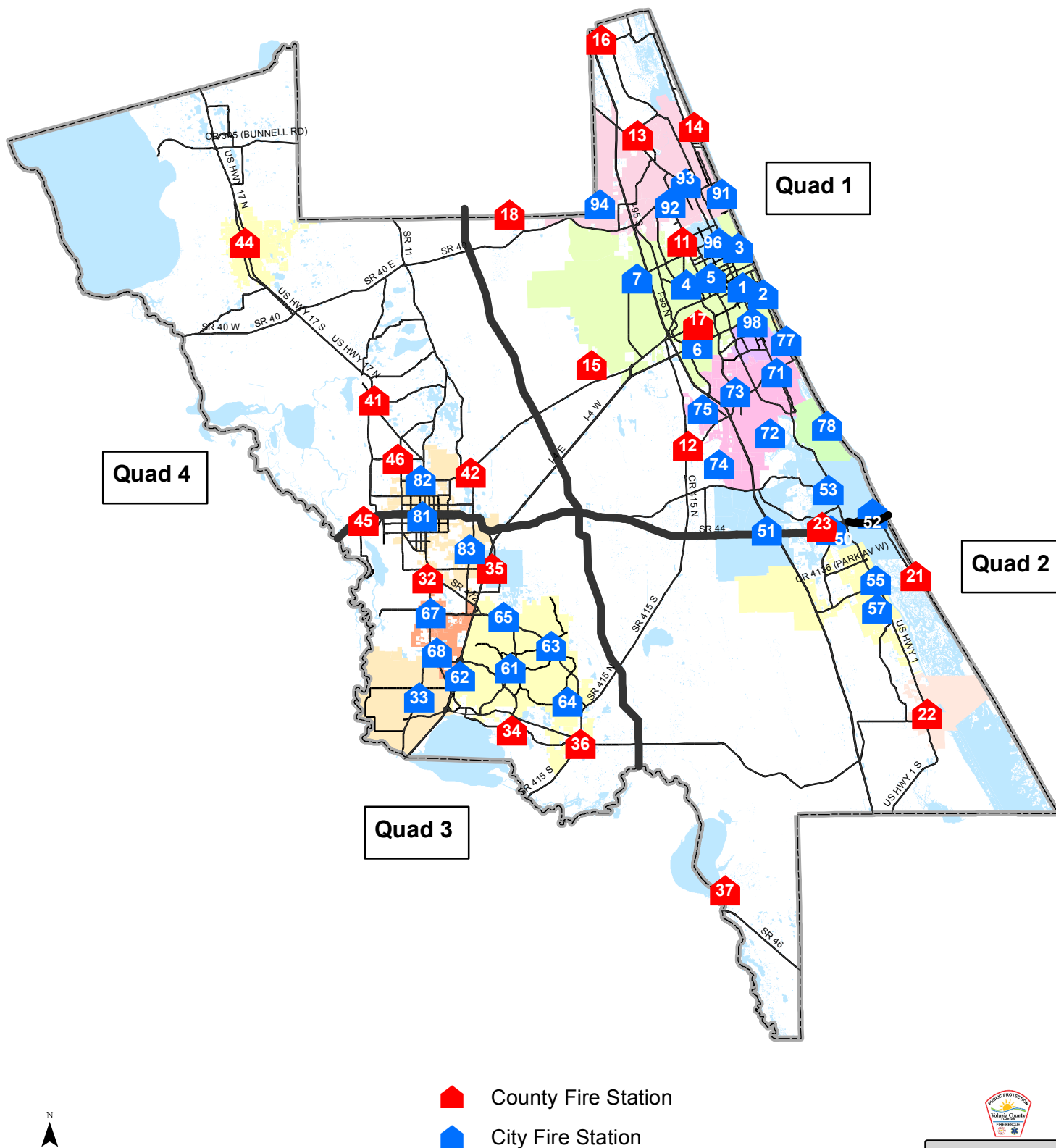
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Donald Burnette and Wayne Clark, as Mayor and City Manager, respectively, of the County of Volusia, on behalf of the County. They are personally known to me or have produced _____ as identification.

Notary Seal

Notary Public, State of Florida at Large
Commission No.: _____

VCFS Quad Area





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

**City Commission
Resolution**

6.1

MEETING DATE: March 8, 2022
FROM: Stella Gurnee
SUBJECT: A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2021-2022 Annual Operating Budget, Appropriating Pledge Donation Funds; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2022-R-15
APPLICANT:
PLANNER:

DISCUSSION:

The City has received a designated donation pledge from the YMCA and Boys and Girls club for the purchase of a sign (\$15,000 total cost). This pledged donation is for \$7,500 (\$4,500 from the YMCA and \$3,000 from the Boys and Girls Club). The remaining sign cost of \$7,500 will be funded from CRA property improvement grant budget.

This Resolution will appropriate budget funds for the pledged donation to fund the project.

FISCAL

ANALYSIS:

There are sufficient funds for the portion of the sign funded from the current fiscal year 2022 budget.

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 2021-2022 ANNUAL OPERATING BUDGET; AND APPROPRIATING PLEDGED DONATIONS; AND SETTING FORTH REVENUES AND EXPENDITURES AND PROVIDING FOR AN EFFECTIVE DATE.

ATTACHMENTS:

- EXHIBIT A-BUDGET RESOLUTION YMCA & BOYS & GIRLS CLUB SIGN DONATION (PDF)

Resolution No. 2022-15

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING BUDGET, APPROPRIATING PLEDGE DONATION FUNDS; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING BUDGET; APPROPRIATING PLEDGED DONATIONS; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill City Commission adopted Resolution 2021-R-73 approving the Annual Operating Budget for Fiscal Year 2021-2022; and

WHEREAS, the City of Holly Hill, by Resolution 2021-R-91, Resolution 2021-R-94, Resolution 2021-R-100, Resolution 2021-R-106 Resolution 2021-R-110, and Resolution 2022-R-3 amended the operating budget for Fiscal Year 2021-2022; and

WHEREAS, The Holly Hill Community Redevelopment Agency has allocated and \$7,500.00 toward the purchase of a sign match; and

WHEREAS, the City of Holly Hill has accepted a donation pledge from the YMCA in the amount of \$4,500 for the purchase of a sign; and

WHEREAS, the City of Holly Hill has accepted a donation pledge from the Boys and Girls Club in the amount of \$3,000 for the purchase of a sign; and

WHEREAS, the City requires all expenditures to be fully budgeted and requires a budget amendment to identify the revenue source and encumber the expenditure; and

WHEREAS, the City of Holly Hill City Commission desires to accept the pledge donations and appropriate the necessary funds for the completion of the project 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 funds 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 2021-2022 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, 2021 through September 30, 2022. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of MARCH, 2022.

Exhibit "A"

FY 2021 - 2022 BUDGET ADMENDMENT

REVENUES AND EXPENSES FY 2021 - 2022	REVENUE	EXPENSE
130 - CRA	\$ 7,500	\$ 7,500
TOTAL ALL FUNDS	\$ 7,500	\$ 7,500



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

**City Commission
Resolution**

MEETING DATE: March 8, 2022
FROM: Stella Gurnee
SUBJECT: A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2021-2022 Annual Operating and Capital Budget, Appropriating Operating and Capital Projects the Fiscal Year 2021-2022 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2022-R-16
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill City Commission held a Capital Improvement projects planning workshop on February 8, 2022. The Commission prioritized projects to be funded from available fund equity reserves. These projects are shown on the attached exhibit B. Further the City Commission agreed that the City should piggyback an Osceola County agreement for construction project management services for the majority of the projects. Information on which projects the firm will manage is also shown on exhibit B.

This Resolution will appropriate budget available fund equity for the Capital Improvement projects shown on exhibit B.

FISCAL

ANALYSIS:

The total Capital projects Improvement plan funded by this resolution is \$12,195,000 and is funded from the following fund equity reserves:

General Fund \$4,000,000

Water Sewer Fund \$5,000,000

Stormwater \$1,500,000

Solid Waste \$800,000

Solid Waste transfer to General Fund \$895,000

Due to the required transfer of funds to the various construction funds the total budget resolution exhibit A is \$24,365,000 (\$12,170,000 capital projects, \$25,000 operating expense, and

\$12,170,000 of fund transfers).

STAFF RECOMMENDATION:

Approve the Budget Resolution for Capital Improvement projects.

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 2021-2022 ANNUAL OPERATING AND CAPITAL BUDGET; AND SETTING FORTH REVENUES AND EXPENDITURES AND PROVIDING FOR AN EFFECTIVE DATE.

ATTACHMENTS:

- Exhibit B Capital Projects Priorities(PDF)
- EXHIBIT A-BUDGET RESOLUTION Capital and operating projects (PDF)

Resolution No. 2022-16**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING AND CAPITAL BUDGET, APPROPRIATING OPERATING AND CAPITAL PROJECTS THE FISCAL YEAR 2021-2022 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 ANNUAL CAPITAL AND OPERATING BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill City Commission adopted Resolution 2021-R-73 approving the Annual Operating Budget for Fiscal Year 2021-2022; and

WHEREAS, the City of Holly Hill, by Resolution 2021-R-91, Resolution 2021-R-94, Resolution 2021-R-100, Resolution 2021-R-106 Resolution 2021-R-110, Resolution 2022-R-3, and Resolution 2022-R-15 amended the operating budget for Fiscal Year 2021-2022; and

WHEREAS, the City requires all expenditures to be fully budgeted and requires a budget amendment to identify the revenue source and encumber the expenditure; and

WHEREAS, the City of Holly Hill City Commission desires 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 operating and capital improvement project funds 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 2021-2022 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, 2021 through September 30, 2022. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of MARCH, 2022.

Exhibit B
Public Works Projects, Funding and Priorities

Fund Source	Division	Project Name	Project Description	Project Estimated Cost	W Priority Per Fund	Management
General Fund	Facilities	PW Building	Small Engine Workshop/Sewer Garage	\$ 60,000	1	Consultant
General Fund	Facilities	Fire Station	Build a New Fire Station	\$ 2,500,000	2	Consultant
General Fund	Facilities	FPL Charging Station	Increase the size of the pad and install a concrete driveway	\$ 60,000	3	In-House
General Fund	Facilities	Bulkhead	Replace Southern Bulkhead at Sunrise Park-construction phase	\$ 700,000	4	In-House
General Fund	Facilities	Conversion of the Old Fire Station	Upgrade Buildings to accommodate evidence storage and PW storage	\$ 100,000	5	Consultant
General Fund	Facilities	Riverside Park Seawall	Replace seawall at Riverside Park	\$ 800,000	6	In-House
General Fund	Facilities	Centennial Park Bridge Demolition	Demolish the Bridge to nowhere at Centennial park-operating expense	\$ 25,000	7	In-House
General Fund	Facilities	Sunrise Park Improvements	Replace and Upgrade the Pavilions, and provide irrigation	\$ 650,000	8	Consultant
			Total	\$ 4,895,000		

Note: \$4,000,000 funded from General fund reserves & \$895,000 funded from Solid Waste reserves.

Exhibit B

Public Works Projects, Funding and Priorities						
Fund Source	Division	Project Name	Project Description	Project Estimated Cost	PW Priority	Management
Water-Sewer	Waste Water	Force Main Replacement from under the Canal-Influent	Replace the Sewer Force Main from under the canal to an elevated crossing with double Lined Pipe and the installing of several valves at the waste water plant	\$ 350,000	1	Consultant
Water-Sewer	Water	Lime Silo	Softener #1 Rehab to include Shaft Replacements and upgrades	\$ 250,000	2	Consultant
Water-Sewer	Water	Clearwell & High Service Pumps Control Panel	Upgrade and replace the control panels for the Transfer Pumps as part of the clear well upgrade	\$ 400,000	3	In-House
Water-Sewer	Waste Water	Sand Filter Rehab	Rehab the Sand Filter to include Injectors and new panels	\$ 400,000	4	In-House
Water-Sewer	Waste Water	Sewer Manhole Evaluation and Rehabilitation	Sewer Manhole Evaluation and Rehabilitation	\$ 100,000	5	Consultant
Water-Sewer	Water	Automatic Sampling Stations	Install 25 Sampling stations within the city	\$ 150,000	6	In-House
Water-Sewer	Water-Sewer	Water and Wastewater Generator Replacement	Replace The Wastewater/Water Generator for the Plants	\$ 500,000	7	In-House
Water-Sewer	Waste Water	Rehab LS # 4 and the Enclosure Building	Rehab the largest Lift Station in the city to include the building that has deteriorated over the years	\$ 300,000	8	Consultant

Exhibit B

Public Works Projects, Funding and Priorities						
Fund Source	Division	Project Name	Project Description	Project Estimated Cost	PW Priority	Management
Water-Sewer	Waste-Water	Compliance with SB 64- multi year project	Implement all of the improvements identified by the SB 64 Report to eliminate any and all discharge of reclaimed water to the Halifax River by 2026	\$ 1,800,000	9	In-House
Water Sewer	Water	Replace of 3 Watermains 3rd & Gibbons, 3rd St., 1 to be determined	The city has identified Several Watermains that are in need of replacements throughout the city	\$ 750,000	10	Consultant
			Total	\$ 5,000,000		

Exhibit B

Public Works Projects, Funding and Priorities						
Fund Source	Division	Project Name	Project Description	Project Estimated Cost	PW Priority	Management
Stormwater	Stormwater-Streets	Mirage Pond	Construct the improvements from Alabama and Flomich to outfall into the Mirage Pond	\$ 600,000	1	Consultant
Stormwater	Stormwater-Streets	Duckbills	Install Duckbills into the Outfalls to reduce River Water Intrusion to Riverside Drive	\$ 400,000	2	Consultant
Stormwater	Stormwater-Streets	Pipe Lining	Pipe Line Rusted out Stormwater Pipes throughout of the city	\$ 500,000	3	In-House
			Total	\$ 1,500,000		

Exhibit B

Public Works Projects, Funding and Priorities						
Fund Source	Division	Project Name	Project Description	Project Estimated Cost	PW Priority	Management
Streets	Solid Waste	Annual Paving Program	Resurface and Rehabilitate city streets that have been identified in the study as in need of resurfacing	\$ 100,000	1	in-house
Streets	Solid Waste	Center Street Sidewalk Rehab	Repair and replace broken sidewalks along Center Ave from Mason Ave to Dead End	\$ 250,000	2	Consultant
Streets	Solid Waste	Flomich Street Sidewalk Rehab	Repair and replace broken sidewalks along Flomich Street from Ridgewood Ave to Nova Rd	\$ 200,000	3	Consultant
Streets	Solid Waste	Walker Street Sidewalk Rehab	Repair and replace broken sidewalks along Walker Street from Ridgewood Ave to Nova Rd	\$ 150,000	4	Consultant
Streets	Solid Waste	10th Street	Repair and Replace Broken Sidewalks along 10 Street from Ridgewood Ave to Nova Rd	\$ 100,000	5	Consultant
			Total	\$ 800,000		

Exhibit "A"

FY 2021 - 2022 BUDGET ADMENDMENT

REVENUES AND EXPENSES FY 2021 - 2022	REVENUE	EXPENSE
001 - GENERAL FUND	\$ 4,000,000	\$ 4,000,000
002 - LOGT 2nd	\$ 800,000	\$ 800,000
301 - GENERAL CAPITAL PROJECTS	\$ 4,870,000	\$ 4,870,000
400 - WATER & SEWER	\$ 5,000,000	\$ 5,000,000
407 - WATER & SEWER R & R	\$ 5,000,000	\$ 5,000,000
409 - WATER & SEWER RESERVES		
460 - STORMWATER	\$ 1,500,000	\$ 1,500,000
461 - STORMWATER CAPITAL	\$ 1,500,000	\$ 1,500,000
495 - SOLID WASTE	\$ 1,695,000	\$ 1,695,000
TOTAL ALL FUNDS	\$ 24,365,000	\$ 24,365,000

Attachment: EXHIBIT A-BUDGET RESOLUTION Capital and operating projects (2022-R-16 : Amending the Fisci Year 2021-2022 Annual



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: March 8, 2022
FROM: Stella Gurnee
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Amending the City of Holly Hill's Purchasing Policy, Which was Approved in Resolution 2018-R-30; Providing for Legislative Findings and Intent; Repealing All Resolutions in Conflict Herewith; Providing for Authority to the City Manager for Implementing Administrative Actions; and Providing for Scrivener's Errors, Conflicts Severability; and Providing an Effective Date.
NUMBER: 2022-R-17
APPLICANT:
PLANNER:

DISCUSSION:

The City retained the services of an expert consultant to review the City's purchasing policy to ensure compliance with federal and state procurement standards. Therefore, it was recommended that the Policy be updated. The City's Purchasing Policy resolution 2018-R-30 was adopted May 8, 2018. This Policy was amended by resolution 2020-R-35 on July 28, 2020, resolution 2021-R-70 on September 13, 2021 and by Resolution 2021-R-105 on November 23, 2021.

FISCAL ANALYSIS:

N/A

STAFF

RECOMMENDATION:

Approve amendment to the City's Purchasing Policy Resolution 2018-R-30 adopted May 8, 2018 and amended by Resolution 2020-R-35 on July 28, 2020 and further amended by Resolution 2021-R-70 on September 13, 2021 and further amended by Resolution 2021-R-105 on November 23, 2021.

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 CITY OF HOLLY HILL'S PURCHASING POLICY RESOLUTION 2022-R-XX; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS.

ATTACHMENTS:

- Purchasing Policy 03-01-2022 (DOCX)

Resolution No. 2022-17

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE CITY OF HOLLY HILL'S PURCHASING POLICY, WHICH WAS APPROVED IN RESOLUTION 2018-R-30; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; REPEALING ALL RESOLUTIONS IN CONFLICT HERewith; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; AND PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF HOLLY HILL, FLORIDA, AMENDING THE CITY OF HOLLY HILL'S PURCHASING POLICY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; REPEALING ALL RESOLUTIONS IN CONFLICT HERewith; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; AND PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in an effort to be consistent with current laws, policies and practices, City Commission wishes for the City of Holly Hill to update/modify the existing City of Holly Hill Purchasing Policy; and

WHEREAS, a review recommended an update to the Purchasing Policy to strengthen procurement standards for federally funded grant projects.

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

SECTION 1. Legislative Findings and Intent. The City Commission of the City of Holly Hill has complied with all requirements and procedures of Florida Law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Commission Approval. The City Commission of the City of Holly Hill, Florida, hereby deems it necessary to amend the Purchasing Policy incorporated herein as Exhibit "A".

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as he may deem necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 5. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 6. 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 7. Effective Date. This Resolution shall become effective retroactively to October 1, 2021 upon its passage and adoption.

APPROVED AND AUTHENTICATED on this 8th day of MARCH, 2022.



PURCHASING POLICY MANUAL

May 8, 2018

RESOLUTION 2018-R-30
Amended: Resolution 2020-R-35,
Amended: Resolution 2021-R-70
Amended: Resolution 2021-R-105
Amended: Resolution 2022-R-xx
039/0813/20221

PURCHASING POLICIES MANUAL

INTRODUCTION	4
CHAPTER 1 PURCHASING AUTHORITY	4
CHAPTER 2 SOURCE SELECTION AND CONTRACT FORMATION	8
CHAPTER 3 VENDORS	23
CHAPTER 4 CONSTRUCTION BIDS	25
CHAPTER 5 CLOSING OUT A PROJECT	29
CHAPTER 6 BONDS AND BID SECURITY	30
CHAPTER 7 INSURANCE	31
CHAPTER 8 WAIVERS OF BID	32
CHAPTER 9 BID PROTESTS	33
CHAPTER 10 PURCHASE ORDER PROCESS	33
CHAPTER 11 USING DEPARTMENT'S RESPONSIBILITIES	34
CHAPTER 12 MISCELLANEOUS POLICIES	35
CHAPTER 13 CAPITAL ASSETS	36
CHAPTER 14 ETHICS IN PUBLIC CONTRACTING AND PURCHASING	37
CHAPTER 15 PROCUREMENT CARDS	38
CHAPTER 16 PROCEDURES FOR FEDERALLY FUNDED PROJECTS	42
CHAPTER 17 PROCEDURES FOR ISSUING DEBT	43
CHAPTER 18 WARRANTY REQUIREMENTS	44
CHAPTER 19 PURCHASING POLICY ADOPTION	45
EXHIBIT A GUIDELINES FOR ESTABLISHING CONTRACT DURATIONS	
EXHIBIT B 23 CFR 635.413	
EXHIBIT C BROOKS ACT, SECTION 40USC 1101-1104	
EXHIBIT D 2 CFR 200.313 — EQUIPMENT	
EXHIBIT E PURCHASING DEFINITIONS	

INTRODUCTION

This Purchasing Policies Manual was written to guide City employees and officials when procuring goods or services for the City. It may be used as a training manual for the new employee or newly elected official, or it may be used by the experienced as a refresher or reference manual.

The manual establishes policies, procedures, and guidelines relating to the procurement, and disposal of supplies, services, and construction, under the authority of Resolution 2018-__.

This Manual is meant to be dynamic and allows for easy change with changing conditions. City employees and officials are encouraged to submit their suggestions for change or improvement of the Manual in writing, and they will be considered in the next review of the Manual.

The purpose of this Manual is to provide for the fair and equitable treatment of all persons involved in public purchasing with the City of Holly Hill, to maximize the purchasing value of public funds in procurement and provide safeguards for maintaining a procurement system of quality and integrity.

APPLICATION

This Manual applies to the procurement of supplies, services, and construction. The Policies shall apply to all expenditures of public funds by the City, irrespective of the source. When the procurement involves the expenditure of grant funds, the procurement shall be conducted in accordance with any applicable mandatory laws and regulations of the granting Department, whether or not they are reflected in the applicable ordinances or Manual. Nothing in this Manual shall prevent any public Department from complying with the terms and conditions of any grant, gift, or bequest which are otherwise consistent with law.

CHAPTER 1 - PURCHASING AUTHORITY

POLICY 1.1 PURCHASING POWERS

The Finance Director is given the power, duty, authority, and responsibility to purchase or contract for all commodities, equipment, and services on behalf of the City of Holly Hill. He / She shall coordinate and exercise control of the acquisition of commodities, equipment and services, selection of bidders, and awarding of purchase orders and contracts to vendors as approved by either the City Commission or City Manager based on dollar thresholds.

The Finance Director or Designee shall have the authority for the following:

- (a) The Finance Director may designate an Individual (s) to handle the procurement responsibilities of the City of Holly Hill.
- (b) To promulgate regulations governing the procurement, management, control, and disposal of any and all supplies, services, and construction to be procured by the City, subject to the approval of the City Department.
- (c) Purchase or Contract: To perform the duties specified in connection with the purchase or contract for all supplies and contractual and professional services needed by any using Department which derives its support wholly or in part from the City, when authorized, in accordance with the Policies and Procedures Manual, and such rules and regulations as may be adopted for the internal management and operation of the Finance Department and such other rules and regulations as shall be prescribed by the Finance Director
- (d) Exceptions Prohibited: The authority of the Finance Department to negotiate or cause to be negotiated all purchases for all using Departments shall not be abridged, except as required by Charter.
- (e) Unauthorized Purchases: Except as herein provided, purchases made without the written consent of the Finance Director shall be considered illegal, and referred to the City Manager for judgment as to penalty. Except as herein provided, it shall be illegal for any City officer, employee, or other person to order the purchase of any materials, supplies, or services.
- (f) Disqualification of Bidders: Have the authority with the consent of the Finance Director to declare vendors who default their quotations as irresponsible bidders, and to disqualify them from receiving any business from the City for a stated period of time.
- (g) Requisitions and Estimates: All using Departments, either by or with the authorization of the head of the department under which the using Department operates, shall file with the Finance Department detailed requisitions or estimates of their requirements in supplies and services in such manner, at such time, and for such future period as the Finance Department shall prescribe.
- (h) To evaluate contracts let by any other government entity for the provision of commodities and contract services, and when it is determined to be cost-effective and in the best interest of the City,

to enter into a written agreement and/or Purchase Order. A copy of the award and the contract shall be retained by the Finance Department, and proof of insurance, licenses, and any other requirements of the awarding entity's bid specifications shall be obtained by the using department, and a copy provided to the Finance Department. These purchases must be approved by either the City Commission or City Manager based on dollar thresholds.

- (i) The Finance Director shall have the right to choose the most advantageous method of payment for all invoices received by the City.
- (j) The Finance Director is responsible to interpret this Manual.

POLICY 1.2 FINANCE DEPARTMENT DUTIES

- (a) The Finance Department shall procure for the City the highest necessary quality in materials and services at the least expense to the City, following the applicable laws, policies, and procedures.
- (b) The Finance Department shall advise and assist the Finance Director in the formulation of policies and procedures in connection with the procurement activities of the City.
- (c) The Finance Department shall be the final review of the specifications for correctness, competitiveness, and suitability.
- (d) The Finance Department shall have a member (non-voting) on the Selection Committees for construction, professional and consulting services to guide the Committees in the prescribed process.
- (e) It shall be the responsibility of the Finance Department to maintain and secure all documents relating to each bid in its bid file.
- (f) It shall be the responsibility of the Finance Department to maintain and retain the records of his/her office in compliance with the State of Florida's record retention laws.
- (g) The Finance Department shall be familiar with the State of Florida and other Florida based contracts for commodities and services which are available for use by the City.
- (h) The Finance Department shall be familiar with applicable Purchasing laws, policies, and procedures.
- (i) It shall be the responsibility of the Finance Department to write, oversee review and revision, and distribution of this Manual.
- (j) With the approval of the City Manager or Finance Director, the Finance Department may delegate all or some of her/his responsibilities to another.

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. ~~Informal~~ Quotes required between \$2,500 and under \$5,000
 - i. Utilize
 1. Screen shots
 2. Verbal quotes
 - ii. Preference given to local suppliers
 - c. Three formal written quotes required between \$5,000 - and under \$25,000
 - i. Written quotes or proposals
 - ii. Preference given to local suppliers for City funds. Federal funded procurements are exempt from any local supplier's preference.
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:

TYPE OF EQUIPMENT/SERVICE REQUESTED DEPARTMENT REVIEW

Information Technology Equipment

Information Technology

Vehicles/Heavy Equipment

Fleet Maintenance

PLEASE ENSURE THE ABOVE APPROVALS ARE OBTAINED PRIOR TO SUBMITTAL TO THE FINANCE DEPARTMENT.

POLICY 1.5 FIELD PURCHASE ORDERS

The Field Purchase Order should be used as a payment tool/check request for payment of goods or services not requiring a purchase order, normally under \$5,000. Common uses include: Subscriptions, Memberships, Legal Advertisement, Settlements, License fees, City donation or grant award, and Registrations requiring a check, Petty Cash Reimbursements Employee Reimbursement checks, Customer refunds, or other payments authorized by the Finance Director and City Manager, as applicable.

POLICY 1.6 APPROVAL LEVEL THRESHOLDS

The City Manager or designee shall have the authority to award and execute purchases of goods and services not to exceed \$25,000 including change orders and amendments. The City Manager or designee is authorized to renew options on approved contracts, as long as it is per the terms, conditions and renewal period specified in the original contract and the total dollar amount for each contract or purchase order is within the Commission approved budget. All purchases of goods and services, in excess of \$25,000 shall be awarded by the Commission, except as otherwise provided within this section.

The City Manager or designee shall have the authority to approve all purchase orders, contracts, and Master Agreements up to \$50,000 for projects, goods and services that are detailed in the adopted budget as long as award is to the lowest responsive, responsible bidder in a competitive environment.

The City Manager or designee shall have the authority to approve and execute all change orders and amendments and to approve price escalation/de-escalation changes, according to the terms of the particular contract providing that the change does not exceed 10% (not to exceed \$25,000 in total) of the latest approved contract value for contracts. Amendments to contracts greater than these amounts must be approved by City Commission.

The City Manager or designee shall have the authority to settle individual claims under contract provided the settlement does not exceed ten percent 10% (not to exceed \$25,000) of the latest approved contract value for contracts. All change orders issued which modify a contract, the original and revised total cost of which exceeds ten percent 10% (not to exceed \$25,000), shall require Commission approval, unless otherwise specified herein.

It shall be prohibited for any City employee to order the purchase of any goods or services or make any contract change without the delegation of authority under this section other than through the Finance Department, unless utilizing an authorized procurement card. City employees will be held accountable for unauthorized purchases and appropriate disciplinary action will be taken pursuant to the City Policy

and Procedures Manual. The Department committing the unauthorized purchase will document the incident with a memo to the City Manager explaining the details of the unauthorized purchase. These details must include a brief summary of what happened and the corrective action that the Director has taken to prevent unauthorized purchases in the future. The memo shall state any disciplinary action taken, if any, and request the City Manager approve the unauthorized purchase if under \$25,000. Unauthorized purchases of \$25,000 and greater shall be submitted to the Commission for approval. Any purchase or contract made contrary to this section hereof shall not be binding on the City unless approved by the Commission.

The City Commission has the right to award all contracts except as otherwise provided in the Code of Ordinances of the City. As to those contracts which the Commission retains the right of award, the Commission shall have authority to review, modify or set aside all previous administrative determinations, whether appealed or not, made in the course of the procurement.

CHAPTER 2 - SOURCE SELECTION AND CONTRACT FORMATION

SECTION A - COMPETITIVE SEALED BIDDING, INVITATION TO BID (ITB)

POLICY 2.1 CONDITION FOR USE

Competitive sealed bidding is the preferred method for the procurement of supplies, services, or construction.

The Invitation to Bid shall include specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the Invitation. It shall include the following:

- (a) Instruction and information to bidders concerning the bid submission requirements, including the time and date set for receipt of bids, the address of the office to which bids are to be delivered, and any other special information;
- (b) The purchase description, evaluation factors, delivery or performance schedule, and such inspection and acceptance requirements as are not included in the purchase description; and
- (c) The contract terms and conditions, including warranty and bonding or other security requirements, as applicable to the procurement.

POLICY 2.2 LIFE CYCLE COST OR TOTAL COST BID

A Life Cycle Cost or Total Cost Bid may be used when it is desirable to award on the basis of the cost to the City to acquire and use the goods or services over a period of time. An example would be a copier. The Invitation to Bid would require bidders to supply the price of the copier, its electric usage, the cost of maintenance, and the cost of supplies for five years' usage, or for making a specific number of copies. The lowest cost is determined by adding together the costs of each of these components.

POLICY 2.3 PUBLIC NOTICE

The Invitation to Bid must be publicly advertised via the City of Holly Hill's online bidding system or in accordance with State or Federal guidelines if applicable and at least twenty working days preceding the day set for the receipt of bids or proposals. Bids shall be solicited from an adequate number of known suppliers.

Pre-selected bid lists, posting in public places, and publication in trade journals and magazines are additional steps to attract competition, when used in conjunction with newspaper advertising. Proof of publication of the advertisement shall be placed in the Bid file.

In lieu of mailing specifications a Notice may be emailed to prospective bidders, informing them of the bid and how to obtain specifications.

If grant money is involved, the advertisement shall so state, and state that compliance with all applicable federal, state, and local laws, rules, and regulations is required. Such regulations shall be incorporated into the specifications.

POLICY 2.4 RECEIPT OF BIDS

Upon its receipt, each bid shall be time-stamped, but not opened, and shall be stored in a secure place until the time and date set for bid opening. Depending on the type of bid, the Finance Department with the concurrence of the City Clerk may allow email bid responses.

POLICY 2.5 BID OPENING

All timely bids shall be opened publicly at the time, date, and place announced in the advertisement and Invitation to Bid. The responses shall be read aloud by the City Clerk or his/her designee, and recorded by the City Clerk or his/her designee.

Bids if allowed to be received via email shall be held unopened until the bid opening time. An online bid system is preferred.

Bids received after the time and date specified shall be late and not considered, unless the bid would have been received timely except for the action or inaction of City personnel and the bid has not yet been awarded.

If the bids are lengthy or contain many items, at the discretion of the Finance Department, only the names of the bidders may be read aloud. If such is the case, the Finance Department shall prepare a tabulation of the bids as soon after the bid opening as possible, and give it to the City Clerk for attachment to the Bid Summary.

The recorded Bid Summary prepared by the City Clerk shall be made available to anyone who requests it. The Finance Department or designee shall tabulate all bids in timely received manner that will facilitate comparison of the relative advantages and disadvantages of each bid. The Bid Summary shall be signed by witnesses to the bid opening.

No responsibility shall attach to a City employee for the premature opening of a bid not properly addressed and identified in accordance with the bid documents. The employee so doing shall not read

or divulge the contents of the envelope or package. He/she shall reseal the envelope, note on it that it was not properly identified as a bid, and it was resealed and not read, initial and date the note, and put it in the bid file to be opened with the other bids at the date and time advertised.

POLICY 2.6 VARIANCES, ALTERNATES, AND MULTIPLE BIDS

Unless specifically provided for in the specifications, variances, alternates, and multiple bids shall not be accepted. The bid shall be rejected, provided that if a bidder clearly indicates a base bid, it shall be considered for award as though it were the only bid or proposal submitted by the bidder.

Multiple and alternate bids, and variances to specifications are acceptable, provided they are requested in the specifications, and the method of selection and award is clear in the specifications. A Performance Specification should be used in such instances when alternate or variances are acceptable.

POLICY 2.7 OPTIONS

When Options to a bid are requested, the lowest responsible, responsive base bid will be combined with such options, applied in such order as elected by the City that will produce a sum which is within the amount of funds available to finance the contract.

POLICY 2.8 BID EVALUATION

The bid, or contract, shall be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set for in the specifications. No bid shall be evaluated for any requirement or criterion that is not disclosed in the specifications.

POLICY 2.9 WITHDRAWAL OF BID

Bids may be withdrawn upon written request and presentation of proper identification by the bidder at any time prior to the time fixed for opening of bids, without prejudice to the right of the bidder to file a new bid. Withdrawn bids will be returned unopened. Negligence on the part of the bidder in preparing his bid confers no right for withdrawal of the bid after it has been opened. An email, telephone or telegraphic request to withdraw a bid proposal is not acceptable.

POLICY 2.10 AWARD

The bid shall be awarded with reasonable promptness by written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the specifications.

The using department shall review the bids and make recommendation to the Finance Department. The Finance Department shall add his/her recommendation to that of the using Department Head, and forward to the Finance Director for award or for placement on Commission agenda for Commission's award.

All Invitations to Bid, Requests for Proposals, Requests for Qualifications, Requests for Acquisition of Design-Build Services, for the amount of \$25,000 or less shall be awarded by the City Manager. All those over \$25,000 shall be awarded by the City Commission.

A firm fixed-price contract (lump sum or unit price) shall be awarded to the responsive, responsible bidder, whose bid conforms with all the material terms and conditions of the Invitation to Bid, and is lowest in price or cost.

The City reserves the right to award any and/or all bids on an item-by-item basis or in the aggregate, whichever is deemed in the best interest of the City.

The City reserves the right to award a portion of a quantity requirement to more than one contractor. Such incremental awards are done when one contractor cannot supply the total required quantity, or if it is in the best interest of the City to have two suppliers because of commodity shortages, rationing, or the like.

The Finance Department shall notify the successful bidder(s) in writing of the award. The letter of award or contract is not notice to the awarded bidder to perform. Until a Purchase Order is issued, the awarded contractor shall not perform. Until a Purchase Order is issued, the funds have not been encumbered. In addition to price, all bid awards may take the following into consideration:

- The character, integrity, reputation, judgment, experience, previous performance, and efficiency of the bidder.
- The ability, equipment, capacity, financial strength, personnel resources, and skill of the bidder to perform the contract.
- The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- The quality of performance of previous contracts and whether the bidder can perform the contract within the time specified, without delay or interference.

In the event all bids exceed available funds as certified by the Finance Director, and the low responsive and responsible bid does not exceed such funds by more than 5%, the Finance Department may be authorized, when time or economic considerations preclude re-solicitation of a bid of reduced scope, to negotiate an adjustment of the bid price with the low responsive and responsible bidder in order to bring the bid within the amount of available funds.

POLICY 2.11 TIE BIDS

If there are tie bids, meaning everything except the information relating to the bidder is the same, the following methods shall be used in the order below to break the tie:

- Drug free workplace policy in place.
- The bidder that has a Business Tax Receipt (BTR) within the City limits.
- If one has or had a contract with the City and performance is or was satisfactory. If performance of a tie bidder who has or had a contract with the City and performance is or was not satisfactory, the other tie-bidder is awarded.
- Timeliness of delivery.

POLICY 2.12 AWARD TO OTHER THAN THE LOW BIDDER

If award of bid is made to other than the low bidder, justification for doing so shall be completely documented in writing and included in the Bid File. Justification for awarding to the other than the low bidder may include: does not meet specifications (must specify how bid does not meet specifications), unsatisfactory performance on previous City contracts, unfavorable references, unable to meet project time or delivery requirements, etc.

POLICY 2.13 REJECTION OF BIDS

Any bid received after time of closing will be considered to be late and will be rejected and returned to the bidder unopened.

The City reserves the right to reject any or all bids or parts of bids, to waive any informalities in any bid, or to accept any bid which will best serve the interest of the City. The City also reserves the right to reject any unit prices, for additions to or deductions from the scheduled amount of work as given in the bid, if they are considered excessive or unreasonable, or to accept any or all of such unit prices that may be considered fair and reasonable. If any unit price is rejected for the reasons stated herein, the work governed by such unit prices, if required, shall be treated as a change in the work as specified in the General Conditions, or may be cause for rejection of the entire bid.

Bids may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or informalities of any kind. If a bid amount is changed after the amount is originally inserted, the change should be initialed by the person signing the Bid Proposal.

If more than one bid proposal is offered to the City by any person under the same or different names, all such bid proposals may be rejected.

POLICY 2.14 CANCELLATION OF AWARDS

The City may cancel an award or contract without cause at any time up to the time that work has begun on the contract, or delivery has been made.

An award or contract on which work has begun or delivery made may be canceled with cause, and the cancellation will be effective immediately upon delivery of written notice to the contractor.

An award or contract on which work has begun or delivery made may be canceled without cause, and the cancellation will be effective 30 days after delivery of written notice to the contractor.

SECTION B - PRE-BID CONFERENCES

POLICY 2.15 CONDITION FOR USE

A pre-bid conference may be held at the discretion of the Finance Department to explain any part of the specifications and procurement requirements, and to allow the prospective bidders to ask questions. The pre-bid conference may be mandatory or non-mandatory. If mandatory, only those attending will be allowed to bid, so it may not be in the City's best interest to make it mandatory. It shall be held long enough after the specifications are issued to allow the bidders to become familiar with them, but sufficiently before bid opening to allow consideration of the conference results in preparing the bid. Nothing said in the pre-bid conference shall change the specifications unless a written amendment to the specifications is issued. A summary of the conference shall be supplied to all those prospective bidders known to have received the specifications.

SECTION C - COMPETITIVE SEALED PROPOSALS (REQUEST FOR PROPOSALS) (RFP)

POLICY 2.16 CONDITION FOR USE

This form of source selection is preferred when the following conditions exist:

- A complete, adequate, and realistic specification or purchase description is not available.
- There are two or more responsible, qualified, potential sources.
- The procurement does not lend itself to a firm-fixed-price contract, and selection of the successful bidder cannot be made principally on the basis of price.

The RFP may contain an open invitation for new information on substitute products and services.

The specifications shall be written to require and allow for proposals to be submitted in a common format, for ease of evaluation.

Indicate in the specifications the last date for receipt of questions of a material nature.

If there is a pre-proposal conference, it should be scheduled around the half way between issue and opening dates.

POLICY 2.17 PUBLIC RECORD EXEMPTION

Financial statements submitted as requested in an Invitation to Bid, Request for Proposals, Request for Qualifications, or Request for Letters of Interest are exempt from the Public Records Act, as set forth in F.S. 119(3)(t). Data processing software and software that is a trade secret are exempt from the Public Records Act, as set forth in F.S. 119(3) (o).

POLICY 2.18 PUBLIC NOTICE

The Request for Proposals may be publicly advertised in at least one legal newspaper having general distribution, and at least ten working days preceding the day set for the receipt of bids or proposals if required.

Bids shall be solicited from an adequate number of known suppliers.

Pre-selected bid lists, posting in public places, and publication in trade journals and magazines are additional steps to attract competition, when used in conjunction with Online Bidding Services.

Proof of publication if required of the advertisement shall be placed in the Bid file.

If grant money is involved, the advertisement shall so state, and state that compliance with all applicable federal, state, and local laws, rules, and regulations is required.

POLICY 2.19 RECEIPT OF PROPOSALS

Proposals timely received shall be opened publicly at the time and date for such, and only the names of those submitting proposals announced. Proposals shall be viewed and reviewed only by City personnel having a legitimate interest in them.

POLICY 2.20 EVALUATION FACTORS

The Request for Proposals must identify all significant evaluation factors, including price or cost when applicable, and their relative importance. A weight may be assigned to each component of the proposal, but if used, it must be included in the specifications. Factors not specified in the Request for Proposals shall not be considered.

Initial review shall be for compliance with specifications or requirements.

POLICY 2.21 DISCUSSION WITH RESPONSIBLE OFFERORS

As provided in the Request for Proposals, discussions may be conducted with responsible offerors whose proposals have a reasonable chance of being selected for award. The purpose of the discussion and possible minor revision of proposals shall be for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Such minor revisions may be permitted after submission and prior to award, for the purpose of obtaining best and final offers.

In conducting discussions, there shall be no public disclosure of any information derived from proposals submitted by the offerors.

POLICY 2.22 AWARD

Award shall be made to the responsive, responsible offeror whose proposal will be most advantageous to the City, considering initial price, overall cost, and the evaluation factors specified.

In the recommendation for award of proposals, give the criteria used, members of the committee, and why the recommended award is in the "best interest" of the City. The City reserves the right to negotiate prices with the bidder that provides the best value to the City provided that the scope of work of the solicitation remains the same. The City may terminate the negotiation if unsuccessful and begin negotiations with the next bidder that provides the best value to the City.

SECTION D - COMPETITIVE SEALED QUALIFICATIONS, REQUEST FOR QUALIFICATIONS (RFQ)

POLICY 2.23 CONDITION OF USE

The City shall publicly announce , in the same manner that Invitations to Bid are announced, each occasion when professional or consulting services are required for a project whose cost is estimated by the City to be more than \$250,000, or for a planning or study activity when the fee for professional services exceeds \$25,000.

SECTION E - COMPETITIVE SEALED LETTERS OF INTEREST, REQUEST FOR LETTERS OF INTEREST (RLI)

POLICY 2.24 CONDITION OF USE

The Request for Letters of Interest (RLI) is used when there is no expert on staff to write technical specifications, evaluate technical bids or proposals, or keep up with changing technology, and when the City is willing to consider many different approaches. It allows the purchase of complex and often expensive goods or systems without large investments in specifications development. It helps to develop knowledge, allowing some latitude in changing the requirements to obtain the most suitable goods or systems. It begins when a using department provides a succinct, clear explanation of the results they desire from a technology system (this is sometimes called a performance specification). That explanation, along with standard language that advises each interested party of the job's basic requirements, and a detailed list of evaluation factors by which each response will be judged, shall be advertised, and mailed to known providers. Each respondent shall provide evidence of their capability and past experience to meet the desired results. The respondents are then short-listed, and those on the short-list are invited to provide additional evidence through interview or demonstrations before a Selection/Negotiation Committee. The Committee then decides whether they recommend inviting bids from or beginning negotiations with the selected firms. Each firm deemed capable of meeting all requirements shall submit a detailed bid or proposal, including costs, for evaluation. The firm with the evaluated bid or proposal that is most advantageous to the City will then be offered a contract. If it is bid, this would be a form of multi- step bidding.

SECTION F - ~~SOLE~~SINGLE/SOLE SOURCE AND STANDARIZATON

PROCUREMENT POLICY 2.25 EXEMPTION FROM BIDDING

PROCEDURE

Single/Sole source or Standardization procurement is exempt from bidding procedures. The using department must submit to the Finance Department in writing for his/her approval the attempts made, or the data collected to substantiate declaring a product or service "~~solesingle/sole~~ source". The City Commission must approve the award of the contract if the dollar amount exceeds \$25,000.

SINGLE SOURCE

All of the following criteria must be met in order to satisfy the single source requirement for Federally funded awards. City funded awards exempt from requiring a Public Emergency.

∴

- The purchase is during a Public Emergency
- It is the only item that will produce the desired results (or fulfill the specific need)
- The item is available from more than one vendor, but due to extreme circumstance, only one vendor is suited to provide the goods and services.
- The purchase is Proprietary.

SOLE SOURCE

All of the following criteria must be met in order to satisfy the sole source or proprietary requirement for Federally funded awards. City funded awards exempt from requiring a Public Emergency:

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 purchase is during a Public Emergency
- Competition is deemed inadequate after solicitation or Request for Quotation. 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.

~~Sole~~Single/sole source and proprietary source purchases are exempt from competitive requirements. However, all ~~solesingle/sole~~ source requisitions exceeding ~~\$10,000~~ \$25,000 in value will be electronically advertised for a period of at least ~~5~~ 15 business days. The steps to follow for ~~solesingle/sole~~ source and proprietary source purchases are as follows:

- a. The User Department/Department and the Finance Department shall attempt to locate competition. Staff will also check for piggyback contracts. If no other sources are found, the User Department/Department shall submit to the Finance Department a completed ~~solesingle/sole~~ source/proprietary source form, indicating the requisition number.
- b. A ~~solesingle/sole~~ source or proprietary source form shall be used to justify and document the requirement. The form shall state why only one source can produce the desired results (or fulfill the specific need).
- c. The Finance Department will electronically post on the City website a description of all requisitions meeting the requirements for competitive pricing per Florida Statute for a period of at least ~~seven (7)~~ fifteen (15) business days after the receipt of a completed ~~solesingle/sole~~ source form from the department.
- d. The Finance Director shall review and approve or disapprove, in writing; ~~solesingle/sole~~ source/proprietary source designation.
- e. The User Department/Department shall be notified of disapproved requests and the purchase shall be made in accordance with standard procedures.
- f. When the Finance Director approves a ~~solesingle/sole~~ or proprietary source, staff shall conduct negotiations on price, delivery, and terms. The price must be determined fair and reasonable.

- g. The Finance Department shall keep a log of ~~sole~~single/sole/proprietary source purchases, which includes the ~~vendor~~vendor's name, the amount, item description, justification, and the purchase order number.
- h. For those instance that services are needed involving multiple years (i.e. maintenance of equipment, warranty, etc.) the request must be combined to capture the project, as a whole, and the proper approval must be obtained.
- i. ***Noncompetitive procurement of Federally funded awards.*** Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

- (1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold;
- (2) The item is available only from a single source;
- (3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
- (4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or
- (5) After solicitation of a number of sources, competition is determined inadequate by the City.

STANDARDIZATION

Standardization is the process of examining characteristics and needs for items of similar end usage and developing a single specification that will satisfy the need for most or all purchases for that purpose. Proprietary purchases (usually components) maintain a degree of continuity to the original or existing decor, equipment, or programs.

Where standardization is determined to be desirable by the City, the purchase of materials, supplies and equipment and certain contractual services may be made by negotiation. Compatibility to existing equipment will be an acceptable justification for waiver of bidding procedures provided the item meets the other criteria within the definition of ~~sole~~single/sole source item (i.e.; available from only one source and only item that will produce the desired results).

SECTION G - OTHER GENERAL POLICIES REGARDING SOLICITATIONS

POLICY 2.26 MULTI-TERM BIDS

A multi-term bid is appropriate when it is in the best interest of the City to obtain uninterrupted services or supplies extending over more than one fiscal period. The objective is to promote economy and efficiency in procurement through volume, or to encourage competition when there are high start-up, or phase-in phase-out, costs. The procurement of like goods or services that exceeds \$25,000 within a rolling twelve months would be required to have a competitive bid issued for future procurements.

POLICY 2.27 ADDITIONAL SPECIFICATION CLAUSES

Multi-term contracts shall include a clause that the contract will be canceled if funds are not appropriated

or otherwise made available to support continuation of performance in any fiscal period succeeding the first (if this is expected to happen, the contractor should be notified as soon as possible).

If the City will accept an escalation clause, that prices will remain firm for a certain period of time, and then may escalate (or de-escalate) according to some formula or index, or according to the amount stipulated by the bidder in his/her bid.

POLICY 2.28 AWARD

Award shall be made as stated in the solicitation and permitted under the source selection method utilized. Care should be taken when evaluating multi-term bids to avoid award to a bidder with a low first period price, and a high escalated subsequent period's price. To avoid this, the City should either tie any escalation or de-escalation to an index (Southeast Region Consumer Price Index), or set an escalation cap.

POLICY 2.29 NOTIFICATION

All bidders shall be notified in writing as soon as possible after award or rejection of bids or proposals.

POLICY 2.30 REJECTION OF BIDS

Any or all bids may be rejected when it is in the best interest of the City to do so. The item may, or may not, be re-bid in the best interest of the City.

POLICY 2.31 NON-COMPETITIVE NEGOTIATION

Non-competitive negotiation may be used when the award of a contract is not feasible under any other formal procedure. Circumstances under which a contract may be awarded by noncompetitive negotiation are limited to the following:

- Cooperative Governmental Contracts;
- Resale: Items for resale, such as those being marketed by an enterprise function, shall be exempt from bid requirements;
- Copyrighted Materials;
- Acquisition of Real Property, such as land, easements, rights-of-way, existing buildings, structures, or improvements, resulting from negotiations and approved by the City Commission;
- Court-ordered fines and judgments, resulting from litigation;
- Exceptional disbursement as authorized by the City Commission;
- Court-ordered fees, resulting from the judicial process, processed by the Clerk of the Court, and recorded against the budget for such fees;
- Cash transfers and investment transactions for fiscal management purposes, recorded against general ledger accounts;
- Accrued or current liabilities already charged against the budget, recorded against general ledger accounts;
- Debt service payments charged against budgetary accounts as authorized by the City Commission;
- Postage or other delivery services;

- Utility refunds;
- Pre-Employment testing;
- Employee deduction;
- State or County license, permit renewals or auto tags;
- Refunds of current or prior year revenues charged against budgetary accounts;
- Grant disbursements to federal, state, or local government Departments, or to private groups or Departments;
- Insurance including but not limited to liability, property, medical, and workers compensation insurance or payments from any loss fund established for such purpose;
- Dues and memberships in trade or professional organizations, subscriptions for periodicals, advertisements, copyrighted material, part-time, authorized hospitality expenses, and fees and costs of job-related travel, seminars, tuition registration and training as allowed by the City budget;
- Temporary work force
- Legal services, expert witnesses, court reporter services, and all other related expenses of claims and/or litigation;
- Consultant Services, other than those regulated by § 287.055, Fla. Stat.;
- Title insurance, title commitments, title searches, and ownership and encumbrance searches; and
- Transactions by Inter-local Agreement.
- Advertisements in a local newspaper or radio station.

POLICY 2.32 ONE RESPONSE

The Finance Department shall make every attempt to receive multiple bid responses. Should only one response to an Invitation to Bid, Request for Proposals, Request for Qualifications, or Request for Letters of Interest be received, the City Commission shall have the following options:

- (a) Accept the offer was made, if the price is fair and reasonable.
- (b) Negotiate an acceptable contract with the sole bidder.
- (c) Reject the offer as non-competitive and re-bid making changes to allow more competition. The changes may be, but are not limited to, the specifications, mailing list, and the advertising medium.

POLICY 2.33 ERROR IN BID OR PROPOSAL

In the event of a unilateral mistake or deficiency on the part of the low bidder, the following should be considered in determining whether the City should waive the bid deficiency:

Will allowing the bidder to correct the deficiency or mistake deprive the City of its assurance that the contract will be entered into and performed?

Will allowing the bidder to correct the deficiency or mistake give any bidder an unfair advantage or otherwise undermine “the necessary common standard of competition”?

The following action shall be taken:

(a) If the error or deficiency is not material to the bid or proposal, the bidder may be allowed to send us a letter correcting the error or misinformation.

(b) If the error and the correction are clearly evident, such as typographical, extension of unit prices, transposition, and arithmetical, the bidder may be allowed to send us a letter correcting the error.

(c) If the error or deficiency is material to the bid, it may not be corrected. The bidder may go forward with the contract as bid, or the bidder may be allowed to withdraw its bid and the City, in its discretion, may accept the withdrawal with or without penalty. A typical penalty would be the difference between the low bid which contains the error, and the bid that is accepted.

POLICY 2.34 NO BIDS

In the event no bids or proposals are received in response to a formal Invitation to Bid or Request for Proposals, the City has the following options:

(a) Re-bid with either the same or revised specifications.

(b) If, in the opinion of the Finance Department, re-bidding would produce the same results as the original bid, the Finance Department and a representative of the using department may negotiate for the purchase of the desired commodity or service.

(c) Obtain informal written quotations, and purchase from the lowest quote meeting specifications.

POLICY 2.35 CONTRACT RENEWAL

An agreement entered into as a result of an Invitation to Bid, Request for Proposals, Request for Qualifications, or Request for Letters of Interest may be renewed for additional one or multiple year periods upon mutual agreement in writing, under the same prices, terms, and conditions if this provision was in the original solicitation.

SECTION H - PROCUREMENT RECORDS MANAGEMENT

POLICY 2.36 BID FILES

Each Invitation to Bid, Request for Proposal, Request for Qualifications, or Request for Letters of Interest shall be assigned its own, individual number, and date and time of opening. A folder shall be used for each bid, with the label identifying the bid name, bid number, and user department. In each folder shall be placed all information related to the bid. At a minimum, the following information shall be included:

- Proof of the advertisement announcing the bid or Online notification.
- The specifications.
- The original bids submitted. No marks, notes, or writing of any kind shall be made on the original bids. If such is necessary, make a copy and use it to write on. Keep the envelopes, which have been time-stamped when received by Purchasing, until Purchasing has received all the

necessary documents from the awarded bidder, or, until Purchasing is reasonably sure no protest will be filed, whichever comes later.

- Copy of the contract or agreement with the awarded bidder.
- Proof of the required insurance from the awarded bidder.
- Copies of any required licenses or other documents.

POLICY 2.37 FLORIDA PUBLIC RECORDS LAW

Chapter 119, Florida Statutes, generally known as the “Florida Public Records Law”, provides that all documents, papers, records, and similar material produced or received by ~~an~~ a Department or political subdivision of the State are subject to public inspection and examination under reasonable conditions and at reasonable times, under supervision by the custodian of the public record or the custodian’s designee. Accordingly, unless specifically exempted by law, all bids and materials received with bids will be considered a matter of public record. The items exempt will be in accordance with the “Florida Public Records Law.” The City and its staff cannot regard any other document, information, or data as proprietary or confidential unless so advised by the City Attorney.

Purchasing Records shall be maintained, stored, and destroyed according to the rules of the State of Florida and the City of Holly Hill.

SECTION I – ALTERNATE ACCEPTABLE MEANS OF PROCUREMENT

POLICY 2.38 STATE OF FLORIDA TERM CONTRACTS / SNAPS AGREEMENTS

State of Florida Contracts for a variety of commodities has been competitively bid and meets all the State and City of Holly Hill requirements for bidding. They may be accessed through the Internet at the following address: myflorida.com or you may call the Finance Department for assistance. State of Florida SNAPS Agreements are also accessed through the Internet via the State of Florida Contract System. These agreements include a variety of goods and services that utilize recycled and/or innovative products at pre-negotiated prices. SNAPS Agreements may be utilized in lieu of competitive bidding as follows: any single purchase from a SNAPS Agreement shall not exceed \$25,000 without City Commission Approval.

POLICY 2.39 OTHER GOVERNMENT ENTITIES’ CONTRACTS

The City may utilize (piggy-back) any other government entity’s open contracts that have been competitively bid and awarded to the low responsive, responsible bidder meeting specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, “GSA Contracts”. When another entity’s contracts ~~is~~are to be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City’s requirements regarding competitive bidding and award.

POLICY 2.40 COOPERATIVE PURCHASING

The City may join with one or more other government entity and jointly bid common commodities or services. Cooperative Purchasing may take the following forms:

- One entity “piggybacking” on the contract of another.
- Entities joining together to bid.

POLICIES 2.41 RESPECT AND PRIDE

Items purchased from these Departments are exempt from bidding. Purchasing has catalogues and price lists from these Departments.

RESPECT of Florida (Florida Association of Rehabilitation Facilities, Inc.)

Florida Statute Sections 413.032-413.037 directs state and local government Departments to purchase certain products and services from qualified, nonprofit, community-based organizations employing persons with disabilities.

PRIDE (Florida Prison Industries) - Florida Statute Section 946.006 authorizes the manufacture, processing, or production of "such items as are ... needed and used in state institutions and Departments and in other governmental jurisdictions of the state."

POLICY 2.42 OWNER DIRECT PURCHASES (ODP)

It may be to the City's advantage to directly purchase materials, components, or systems to be used in a construction project. The advantages are a savings in sales tax (the City is tax-exempt, contractors are not), and the contractor's mark-up. If so doing, the construction contract shall contain language to make the contractor responsible for expediting, receiving, storing, protecting, installing the goods, arranging for training of staff by the supplier, and providing the suppliers' and manufacturers' warranties. Also, long-lead-time items may be ordered by the City, while the bidding/contract negotiation process is ongoing.

In the event the City elects to make direct purchases, the responsibilities of both, the City and the Contractor relative to direct purchase Items shall be governed by the terms and conditions contained herein, in the solicitation and in the contract. [Procedures for Owner Direct purchases are contained in the Exhibits.](#)

SECTION J - SMALL PURCHASES

POLICY 2.43 PURCHASES BELOW BID LIMIT

Purchases which fall under the bid limit, and cannot be grouped for bidding, shall be made in conformity with one or more of the following procedures:

(a) The City's Procurement Card may be used for certain purchases, with the approval of the department head, may be used by the departments for immediate need of supplies, materials, and contractual services not to exceed the maximum value of \$5,000. The individual authority levels will be determined by Finance Policy and Procedures with the concurrence of the City Manager. Higher limits may be established as a payment tool by the City Manager.

(b) The City's Field Purchase Order may be used for certain purchases, with the approval of the department head, may be used by the departments for immediate need of supplies, materials, and contractual services not to exceed the maximum value of \$5,000.

SECTION K - LOCAL PREFERENCE

POLICY 2.44 VENDOR PREFERENCE

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.

[Note: Local Vendor Preference does not apply to any Federally funded projects.](#)

SECTION L -PROCUREMENTS

POLICY 2.45 EMERGENCY PURCHASE ORDER (EPO)

Emergency purchases are approved per the spending authority levels outlined in this Policy and subject to review by the Finance Director. The City Manager may approve emergency purchases up to \$50,000 and notify the Commission of the purchase at the next Commission meeting.

For emergency purchases the using department shall request an emergency purchase from the Finance Department after the City Manager or Finance Director approves the request. Emergency Purchase Orders are only to be used when a threat exists to the public health, welfare, or safety, or if the operation of a City Department would be seriously hampered if immediate action is not taken.

EMERGENCY PURCHASES - NIGHTS, WEEKENDS, OR HOLIDAYS: If an emergency occurs when the Finance Department is closed, the Department Head shall act to secure the necessary materials or service. The evidence of purchase such as sales ticket, bill, delivery slip, counter receipt, etc., which the supplier normally furnishes, will be submitted concurrently with the requisition by the department to the Finance Department on the next work day following the date of purchase. Such back-up documents will be submitted to Finance. Emergency Justification form must be forwarded to the Finance Department by the next business day.

GENERAL INFORMATION: When emergency purchases are made, the department will make the purchase at the best possible price. A true emergency can occur as a result of parts and labor needed for repairs to vehicles or equipment, which must be kept in operating order. Emergencies due to negligence are to be avoided. Failure to anticipate normal needs, project deadline dates or a desire to expend excess or remaining budgeted funds prior to year-end do not constitute an emergency.

NOTE: Emergency purchases are costly and should be kept to a minimum. They are usually made

hurriedly, on a non-competitive basis, and at top prices. Most vendors charge a premium when supplies must be obtained immediately.

SECTION M - ENERGY EFFICIENCY

Departments shall take pro-active measures to promote energy efficiencies.

POLICY 2.47 ENERGY EFFICIENCY

The City supports efforts to protect the environment, conserve energy, and reduce waste in its operations. When planning new construction or retrofitting, design professionals or the City department doing the work shall investigate energy conserving systems, equipment, and materials, and weigh the initial additional cost against the pay-back period. If the pay-back period is reasonable, the City shall specify or buy the energy conserving systems, equipment, and materials.

CHAPTER 3 - VENDORS

POLICY 3.1 ACCEPTANCE OF GIFTS

All employees of the City of Holly Hill shall keep themselves free of obligations by refusing to accept any gifts or entertainment, other than advertising materials such as pens, note pads, calendars, baseball caps, T-shirts, or other inexpensive office supplies advertising the vendor's name and/or product, offered by any of the City's suppliers or prospective suppliers.

POLICY 3.2 INVOICE PAYMENT

The City of Holly Hill's policy towards vendor invoices is to pay them promptly in compliance with the State of Florida Prompt Payment Act F.S. 218.70. We expect good service and quality from our vendors, and we, in turn, should pay them in a timely manner. The using departments are directed to adhere to this policy to maintain vendor good will, to take advantage of discounts, and to avoid interest charges. Also, prompt payment also allows Accounts Payable to take advantage of vendors' discounts.

The Finance Director shall have the right to choose the most advantageous method of payment for all invoices received by the City.

POLICY 3.3 DISQUALIFICATION OF BIDDERS

A bidder may be disqualified temporarily or permanently and his/her bid(s) rejected for:

- Poor performance or default, in the City's opinion, on previous contracts with the City.
- Poor performance or default, in the City's opinion, on previous contracts with other public entities.
- Insufficient financial or company size, in the City's opinion, to perform the requirements of the contract.

POLICY 3.4 DEBARMENT OR SUSPENSION

A contractor or vendor may be temporarily or permanently barred or suspended from doing business with the City for the following reasons:

- Failure to make delivery as contracted.
- Substitution of other, inferior or un-contracted for materials or services.
- Failure to make satisfactory adjustments.
- Misstating any information submitted to the City.

Federally funded contracts may only be awarded to responsive/responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. The contract will not be awarded to a vendor shown on the Federal website SAM.gov as suspended or debarred. The City will document the verification of this requirement.

POLICY 3.5 REINSTATEMENT PROCESS

A contractor who has been permanently debarred may not be reinstated; it may not be a subcontractor to another firm having a contract with the City. If a principal or officer of the debarred or suspended contracting firm becomes a principal or officer of another firm, that other firm shall also be debarred or suspended. If a principal, officer, or employee of the debarred or suspended contractor becomes an employee of another firm, the City may require that employee have no part in any work for the City.

A contractor who has been temporarily barred or suspended from doing business with the City must appeal to the City Manager or Finance Director, to be reinstated.

POLICY 3.6 APPEALS AND REMEDIES

Reconsideration of a decision of the Finance Department may be requested of the Finance Director by the protester.

A contractor or vendor that has been notified of a proposed debarment action may request in writing that a hearing be held. Such request must be received by the official proposing the action within five days of receipt of notice of the proposed action.

In order to be reinstated, the contractor or vendor shall do any or all of the following, as required at the City's discretion:

- (a) Make restitution to the City for any and all losses incurred due to default of the contractor.
- (b) Petition the City for reinstatement, and outlining the measures that have been instituted to eliminate the causes of the default.
- (c) Outline the procedures that have been put into place to allow the contractor to monitor its performance and/or materials.
- (d) Agree to a retention by the City of partial or final payments (or if intrinsic to the contract, a

larger retention than called for in the specifications) until the City has complete satisfaction with performance of the contract.
 (e) Post a performance bond.

CHAPTER 4 - CONSTRUCTION BIDS

POLICY 4.1 METHODS OF CONTRACTING FOR CONSTRUCTION

The following are types of methods of contracting for construction, but other methods may be used as deemed appropriate.

(a) **SINGLE PRIME CONTRACTOR.** One contract with one licensed General Contractor who will use subcontractors to build according to plans and specifications prepared by an architect/engineer.

(b) **MULTIPLE PRIME CONTRACTORS.** A contract with each of a number of specialty contractors to complete a portion of the project in accordance with plans and specifications prepared by an architect/engineer. The City may take responsibility for management of the project, or one of the multiple contractors may have management of the project included in his/her contract.

(c) **DESIGN-BUILD OR TURN-KEY.** The City issues a Design Criteria Package, and contracts with a design-build contractor or team that will design and build the project to its completion.

(d) **CONSTRUCTION DEPARTMENT.** A licensed construction person, who evaluates the design, coordinates, administers, and oversees the project to insure completion in accordance with the plans and specifications of an architect/engineer, at or below the specified price, on or before the specified date for completion.

(e) **SEQUENTIAL DESIGN AND CONSTRUCTION.** The design of the entire project is substantially complete prior to bidding and beginning construction.

(f) **PHASED DESIGN AND CONSTRUCTION OR FAST-TRACK CONSTRUCTION.** Construction is begun when appropriate portions have been designed, but design of the entire project has not been completed. Bidding this type of design is difficult, if not impossible.

POLICY 4.2 BID PACKAGE SPECIFICATIONS

Following are subjects which shall be addressed in the Specifications:

(a) **Bonding Requirements:** (In accordance with 255.05 of Florida Statutes)

1. Bid Bond - Guarantees contractor can get a Performance Bond.
2. Performance Bond - 100% of the cost of construction.
3. Payment Bond -100% of the cost of construction. (At the discretion of the City Manager, the Performance and Payment Bonds may be separate bonds, or may be one bond.)

(b) **Insurance:**

1. General

2. All Builders Risk
3. Installation Floater
4. Explosion
5. City shall be included as an "Additional Insured"

(c) "Or Equal":

1. Approved products lists may be used.
2. If "or equal" materials are allowed, who will decide if substitute is equal?

(d) Alternates - Add or Deduct

Additive or deductive alternates are discouraged. If they are used, the criteria for award shall be outlined in the specifications.

(e) Liquidated Damages. Detail amount of any Liquidated Damages to be included in the bid package.

(f) Substantial Completion or Beneficial Occupancy shall be clearly defined. Please refer to the section in this manual entitled "Closing out a Project" for requirements.

(g) Progress Payments & Retainage -Section 255.05(2) of Florida Statutes. The City shall retain 10% of each request for progress payment until the project has been determined to be substantially complete. Upon substantial completion, the retainage shall decrease to 5%, at the discretion of the Finance Department, and the contractor may request payment of one half of the funds previously retained. This section only applies to contracts applicable to Section 255 of Florida ~~Statutes~~[Statutes](#).

(h) Liens:

1. Partial Releases of Lien shall be required prior to or within five working days of City's progress payment to contractor.
2. No subsequent payment shall be made until approved Releases have been received for previous payments.
3. Final Releases of Lien shall be required prior to or within five working days of final payment to contractor minus retainage.
4. No retainage shall be paid until all Releases of Lien are received by the City.
5. Each invoice for a progress payment shall have indicated on it by the City's Construction Department that the appropriate releases of lien have been received.

(i) Final Completion and Payment: Please refer the section in this manual entitled "Closing out a project" for requirements.

POLICY 4.3 CHANGE ORDERS

May be unilaterally issued by the City. Must be approved in writing by the Architect/Engineer (A/E), the Construction Manager, the Project Manager, the Department Head, the Finance Director, the City Manager. The change order cannot exceed 10% of the original award amount (Not to exceed \$25,000). The City Commission must approve all change orders exceeding \$25,000.

Shall include method of pricing, e.g.: "The cost or credit to the City resulting from a Change Order shall be determined in one or both of the following ways:

- (a) By mutual acceptance of a properly itemized lump-sum amount supported by sufficient substantiating data to permit evaluation.
- (b) By unit prices stated in the contract documents or subsequently agreed upon.

POLICY 4.4 FIELD CHANGE ORDERS

- (a) The Consultant, Construction Manager, and Project Manager may issue written Field Change Orders which interpret the contract documents, or which order minor changes in the work, without change in contract sum or contract time.
- (b) List license and permit requirements.
- (c) City shall have no responsibility for property or equipment of contractor. City shall have no responsibility for damage, theft, or vandalism to materials for job, even though the City has issued the Purchase Order and paid for the materials or equipment, until City accepts the project as substantially complete.

POLICY 4.5 TERMINATION BY THE CITY

- (a) If the Contractor is adjudged to be bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed because of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if he fails to make prompt payment to subcontractors or for materials or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the contract documents, then the City may elect any of the following actions to obtain completion of the work. Should either actions two or three be elected, the Surety shall execute an appropriate document indemnifying the City against third party claims.
- (b) Permit the Contractor, with the assistance and consent of the Surety, to continue and complete the work in accordance with the terms and conditions of the contract documents.
- (c) After giving the Contractor and his surety seven days written notice, terminate the contract and request the Surety to complete the work and satisfy all legitimate claims against the Contractor as required by the Performance and Payments Bonds. As the Surety completes the work satisfactorily, the balance of the contract sum will be paid in accordance with the terms and conditions of the contract documents.

(d) If the Surety fails to act expeditiously and competently to complete the work according to the terms of the contract documents, the City may then, without prejudice to any right or remedy and after giving the Contractor and his Surety seven days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and may finish the work by whatever method the City may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. Such action may be taken by the City only after consulting with the Construction Manager and the Project Manager and after the consultant certifies that sufficient cause exists to justify such action.

(e) If the unpaid balance of the contract sum exceeds the costs of finishing the work, including compensation for the Consultant's, Construction Manager's, and Project Manager's additional services, such excess shall be paid by the Contractor. If such costs exceed such unpaid balance to include liquidated damages, the Contractor and/or his Surety shall pay the difference to the City. The costs incurred by the City as herein provided shall be certified by the Consultant and Construction Manager.

(f) For the purpose of determining debarment criteria, or for evaluating performance for future City work, the exercise by the City of any action authorized by sub-paragraph 1, 2, or 3, above shall be equivalent to a default.

CHAPTER 5 - CLOSING OUT A PROJECT

POLICY 5.1 AT SUBSTANTIAL COMPLETION

Substantial completion of a project is the point at which the work has progressed to where it is sufficiently complete so that the project, or part thereof, can be utilized for the purposes for which it is intended. The Designer, the Construction Manager, the Project Manager, the Building Officials, and the using department must all agree that the project has reached this stage.

(a) A punch list of work yet to be done, or work to be corrected or repaired, along with the time within which the work shall be completed, shall be developed at this time.

(b) If the contract documents call for it, and at the discretion of the City, the Contractor's retention may be reduced to 5% at this time. If the contract documents call for it, and at the discretion of the City, liquidated damages may be reduced to 75%.

POLICY 5.2 AT FINAL COMPLETION

Prior to final payment, all of the following shall have been completed:

- Completion of the items on the punch list.
- Final approved inspection by the Building Official.
- Issuance of a Certificate of Occupancy.
- Receipt of as-built plans.

- Receipt of final releases of lien from the Contractor, suppliers and subcontractors. In the event the final releases of lien from all the subcontractors and suppliers cannot be furnished, the Contractor shall submit a "Consent of Surety to Final Payment", recognizing lack of such releases of claim.
- Proof of current insurance.
- Training of staff on use and maintenance of equipment and materials, as specified.
- Receipt of manuals on equipment and materials.
- Receipt of warranties on equipment and materials.
- Receipt of a list of subcontractors, major material and system suppliers, their project representative, trade, address, and telephone number.

All of the above (when practical) shall be bound in a ring binder.

CHAPTER 6 - BONDS AND BID SECURITY

Chapter 255 of the Florida Statutes states that any person entering into a contract for the construction or renovation of a public building or a public work shall be required to deliver to the owner (City) a payment and performance bond. The City has discretion to exempt projects for \$200,000 or less from the requirement of a payment and performance bond. In the City of Holly Hill, the City Manager or Finance Director must approve any exemption. An exemption is discouraged.

POLICY 6.1 SURETY COMPANY

The Surety shall be listed in the latest Federal Register of the US Department of the Treasury, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies". The contract amount shall not exceed the underwriting limitations as shown in this circular publication. The underwriting limitations shall exceed the contract amount. Do not accept a letter stating that the Surety has reinsurance for amounts over what the Federal Register says they can write.

(a) If a Surety is on the Treasury Listing of the Federal Register, giving the bonding limits, there is no need to be concerned over Best or Moody & Poor's ratings. The company must be licensed to transact surety business in the State of Florida.

(b) A high A.M. Best rating is acceptable, but not as good as being listed in the Federal Register. The larger the contract amount, the higher the rating should be.

(c) Bond premiums are based on the amount of the contract, not the value of the bond.

POLICY 6.2 CONSENT OF SURETY

Obtain the consent of the Surety to make final payment to the contractor. You may require the Contractor to submit such approval with the request for final payment.

(a) Contractor must submit Final Releases of Lien with, or within five days of, the request for final payment.

(b) Contractor shall provide the City with the name, address, and telephone number of the Florida resident agent.

POLICY 6.3 BID GUARANTEE OR BID DEPOSIT

A bid guarantee or bid deposit may be a certified check, a bid bond, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified. There is no charge to the contractor for this bond.

POLICY 6.4 PERFORMANCE BOND

The awarded bidder or contractor shall provide a Performance Bond for 100% of the contract price or a specified dollar amount, to secure fulfillment of all the contractor's obligations under the contract. If a change order materially alters the terms of a contract and substantially expands the scope of work to include work that was specifically excluded under the original contract and the City will not approve any such change order unless the Surety consents.

POLICY 6.5 PAYMENT BOND

The awarded bidder or contractor shall provide a Payment Bond for 100% of the contract price to insure payment of all persons supplying labor and material in the execution of work provided for in the contract.

POLICY 6.6 WARRANTY BONDS

The Warranty or Guaranty Bond shall guaranty all labor and materials against defects for a period of one year from the date of substantial completion, or completion of the contract. Warranty bonds can be bought for additional 2 or 3 years. The responsible party to pay for the cost of the additional Warranty Bonds must be specified in the original bid.

POLICY 6.7 FLORIDA STATUTES REGULATING BONDS

- (a) Florida State Statute 255.05 - Little Miller Act regulates State's bonding requirements.
- (b) Florida State Statute 723.13 - Lien law (private work) states that City property cannot be lienied.

POLICY 6.8 LIQUIDATED DAMAGES

Should the Contractor fail to complete the work and provided the contractor has not previously obtained an extension of time from the City, a sum appropriate with the following schedule shall be deducted as liquidated damages for each calendar day of delay from the final contract price. This schedule is a guide and may be adjusted if needed. Language allowing for liquidated damages must be included in the project bid documents.

<u>Contract Price</u>	<u>Liquidated Damages</u>
Up to \$1,000,000	\$150.00 per day
Greater than \$1,000,000	\$250.00 per day

Liquidated damages may be reduced upon substantial completion to 75%, at the discretion of the City.

Declaring the contractor in default shall not mitigate the City's right to assess liquidated damages.

CHAPTER 7 - INSURANCE

POLICY 7.1 EVENT OF CANCELLATION NOTICE

Each policy shall be endorsed to reflect that the City will be given not less than thirty days written notice in the event of cancellation. Upon expiration or cancellation of any insurance, the contractor shall provide the City with proof of renewal or replacement insurance, with no change in coverage and no lapse of coverage. The City has the right to purchase replacement insurance and charge the contractor, including deducting the cost from future payments to the contractor.

POLICY 7.2 INSURANCE CERTIFICATE

- (a) Insurance companies sell direct or through agents.
- (b) The Insurance Certificate must have an original signature. A faxed certificate must be followed immediately by an original.
- (c) The City shall be the Certificate Holder.
- (d) The Certificate shall reference the bid number and the project name.

POLICY 7.3 PROOF OF INSURABILITY

A binder is good only for thirty days. Insist on proof of an issued policy within thirty days.

The Finance Department or Risk Manager may require the contractor to produce an original insurance policy to verify coverage. All insurance companies providing the insurance under this contract must be authorized to conduct business under the laws of the State of Florida.

POLICY 7.4 ADDITIONAL INSURED

The City shall be listed as an Additional Insured for Comprehensive General Liability Insurance. The City shall not be listed as an Additional Insured under Workers Compensation, Professional Liability, or Automobile Liability Insurance. If we are, we may be responsible for the insurance premiums.

CHAPTER 8 - WAIVERS OF BID

The City Manager may waive purchasing policy up to \$25,000, and Commission may waive the formal bidding procedure over \$25,000 for the following reasons. Every attempt should be made to obtain three written quotations.

- The health, safety, or welfare of the citizens or employees is at stake.
- To get a vehicle or equipment vital to the operations of the City back into service.
- If equipment needs to be taken apart to give an estimate or price.

- For the purchase or rental of real estate when location is important.
- Emergencies and natural disasters.
- When specifications must not be made public due to covert or confidential operations of the Police Department.
- When advertising must be done in a specific publication such as a trade journal, local publication, etc.
- To obtain materials, equipment, or services which cannot be purchased under normal bid procedures, as confirmed by the Finance Department.
- When an essential government service would be interrupted.
- When additional loss to public or private property might occur.
- When, after notice in accordance with ordinance, no bids or proposals are received.
- Otherwise as determined to be in the best interest of the City.

CHAPTER 9 - BID PROTESTS

The resolution of Bid Protests shall be governed by the following policies:

POLICY 9.1 NOTICE OF PROTEST

This section shall apply to protests by bidders and proposers when the City Manager recommends a purchase of goods, supplies, equipment, or services that would cost twenty-five thousand dollars (\$25,000) or more.

The City shall provide notice of its intent to award or reject to all bidders by posting such notice on the City's website within two (2) working days after the posted review committee meeting.

The bidder must file a notice of protest in writing to the Finance Director within three (3) working days after the posting of the notice of the City's intent to award, and shall file a formal written protest within five (5) working days after filing the notice of protest. The notice of protest must be either, hand-delivered and date and time stamped by the Finance Department, or sent via Certified U.S. mail, return-receipt requested. Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award of bid.

- The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents and evidence.
- A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.
- Only a bidder whose bid is timely received and fully complies with all terms and conditions of the bid may protest an award.
- Upon receipt of a formal written protest, the City may stop award proceedings until resolution of the protest; however, the award proceedings shall not be stopped if the City Manager decides the award must continue without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.
- Any and all costs incurred by a protesting party in connection with a bid protest pursuant to this section shall be the sole responsibility of the protesting party.

POLICY 9.2 PROTEST REVIEW

A protest shall be reviewed and evaluated administratively and a decision in writing shall be forwarded to the protesting firm. If the protesting firm does not agree with the administrative decision, they may appeal the decision in writing to the City Manager within five (5) working days. The notice of appeal must be either, hand-delivered and date and time stamped by the City Manager's Office, or sent via Certified U.S. mail, return-receipt requested to the City Manager. The decision of the City Manager will be final and submitted with his/her recommendation to the City Commission if the award exceeds \$25,000.

CHAPTER 10 - PURCHASE ORDER PROCESS

This is an overview of the process to obtain a purchase order

- A need is determined by a person in a department.
- The need is communicated, preferably in writing, to the person in the department responsible for typing or inputting the requisition.
- The person with that responsibility types or inputs the requisition. Backup, forms, invoices, etc. are attached to the requisition. If it is input, such backup, with the requisition number written on it, is sent to the Finance Department for attachment to the Purchase Order, or other action.
- If a requisition, it is circulated within the department for the appropriate approval signatures. Each electronic approval of a requisition automatically, electronically sends the requisition to the next person with approval authority.
- The electronic requisition next goes to a Finance Department accountant for confirmation of the appropriate accounting code.
- The electronic requisition next goes to the Finance Director or designee for review. The electronic requisition next goes to the Finance Director or designee for review.
- Upon approval, the computer program assigns a Purchase Order number to the requisition.
- The Finance Department then electronically sends the Purchase Orders to print.
- The City Manager's signature will be electronically affixed to the Purchase Order.
- The Finance Department emails the original Purchase Order with any attachments to the vendor.
- A copy of the Purchase Order is sent to the using department to match up with its paperwork on that order. It is held in an open file for attachment of the receiving slip and a copy of the invoice. It may then be filed in a completed file.

CHAPTER 11 - USING DEPARTMENT'S RESPONSIBILITIES

POLICY 11.1 RECEIVING

The City shall require all products are shipped FOB Destination. Each department shall be required to inspect all deliveries of supplies or services to determine their conformance with the quality and quantity of the specifications set forth in the Purchase Order or contract. Should supplies or services not be as specified, the department shall make every effort to have the vendor correct the problem. If the department is unable to do so, they shall turn the matter over in writing, describing the problem and their efforts to have it corrected, to the Finance Department for assistance. If the non-conforming materials or services are not bid items, and are acceptable to the using department, they may have the vendor issue the City a credit for the difference between the materials or services specified and those delivered. If they are bid items, the vendor must conform.

If any damage is found, the using department shall notify the vendor immediately and request an inspection. Document the notice with the name of the person to whom damage was reported, the date reported, and the action promised. If inspection or action is not taken when promised follow up in writing with documentation of the action promised and send a copy to the Finance Department.

POLICY 11.2 PROCESSING VENDORS' INVOICES

Florida Statute 218.70, known as the "Florida Prompt Payment Act" sets forth "the policy of this state that payment for all purchases by local governmental entities is made in a timely manner". This is also the policy of the City of Holly Hill. We expect prompt and accurate service from our vendors, and we should pay their invoices promptly and accurately.

The person who is assigned accounts payable responsibility shall match the vendor's proper invoice with the City Purchase Order, and the receiving slip signed by the City employee who received the goods or services. If all three do not match, investigate and resolve the disparity. If all three match, the person with the authority to approve invoices for payment shall stamp and sign the invoice "...this invoice is approved for payment".

If invoice is for a partial payment, or against a Blanket Purchase Order, the invoice number, date, and amount paid shall be written on the department's copy of the purchase order so the balance on the purchase order is always current.

The approved invoice shall then be sent to the Finance Department. The invoice will be paid the next time checks are printed. At the time of this writing, invoices received by Accounts Payable by noon on Thursday will be paid on Monday morning.

CHAPTER 12 - MISCELLANEOUS POLICIES

POLICY 12.1 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. -"No public officer, employee of [ana](#) Department, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby." "... the term 'public officer' includes any person elected or appointed to hold office in any Department, including any person serving on an advisory body."

POLICY 12.2 DRUG-FREE WORK-PLACE POLICY

Florida Statute 287.087 -"Whenever two or more bids which are equal with 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."

POLICY 12.3 PUBLIC ENTITY CRIME POLICIES

Florida Statute 287.133 - "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 of real property to a public entity, may not be awarded or perform work as a contractor, suppliers, 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."

POLICY 12.4 PERSONAL USE OF GOVERNMENT CONTRACTS OR PRICING

If a vendor offers bid prices to all government officials and employees, the City's officials and employees may avail themselves of such. However, the product must be ordered and paid for by the official or employee directly to the vendor.

CHAPTER 13 - CAPITAL ASSET

Capital asset control entails tracking, compiling and maintaining an inventory of capital assets to control losses due to negligence or theft, to provide a basis for insurance claims and identify surpluses. Capital asset records are set up to comply with Florida Statute 274.

POLICY 13.1 CAPITAL ASSET TRACKING

Capital assets are tangible items (e.g. land, buildings, building improvements, vehicles, machinery, equipment and infrastructure) or intangible items (e.g. easements, water rights) with original cost or value of \$5,000 or more (Higher thresholds depending on type of assets), with an estimated useful life of one (1) to five (5) years following the date of acquisition. Capitalization thresholds are to be applied to individual items rather than groups of similar items (e.g. desks and tables), unless the effect of doing so would be to eliminate a significant portion of total capital assets. Additional Finance Department Capital Asset Policies are available for additional thresholds and requirements.

POLICY 13.2 DISPOSITION OF SURPLUS PROPERTY

Disposition of surplus property shall be in accordance with Section 166 of Florida Statute. Each Department/Department must report its surplus or obsolete property, equipment, or supplies to the Finance Department. Once this is approved as surplus by the Finance Department shall be held until surplus. The Department shall provide a "Property Disposition Form" which shall include - all property/equipment declared surplus or obsolete and the requested method of disposition as mandated by "Florida Law". (F.S. 274.03)

The Finance Department has the discretion to classify any City property/equipment as surplus that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function and is not otherwise lawfully disposed of per the City Charter or Ordinance. Qualifying property/equipment may be disposed of for value without bids to any governmental unit or if the property is without commercial value it may be donated, destroyed, or abandoned. (F.S. 274.06) Property valued to be under \$5,000, may be disposed of in the most efficient and cost-effective means as determined by the Finance Department. Any sale of property the value of which is estimated to be \$5,000 or more shall be sold only to the highest responsible bidder or by public auction. (F.S. 274.06).

All Property/equipment valued at \$ 25,000 and above shall be approved by the City Commission and sold at public auction.

POLICY 13.3 PROPERTY TRANSFERS

Each department must report property/equipment transfers by contacting The Finance Department through email notifying them that they wish to transfer property/equipment from one Department/Department to another. Once this email arrives, the Finance Department shall prepare a "Property Disposition Form". All Transfer property forms must be forwarded to the Finance Department prior to the transaction. The Finance Department will process the transfer request, route for appropriate approvals and distribute executed copies to the required personnel and the Finance Department for appropriate adjustment to the City's fixed asset records. Notification and delivery of the transferred property to the designated area is the responsibility of each Department/department.

POLICY 13.4 SALE OF SCRAP MATERIALS

Items that have lost all value in their original form or have been declared obsolete and cannot be sold will be classified as scrap and all items shall be placed in the metal scrap dumpster at the City Complex.

CHAPTER 14 - ETHICS IN PUBLIC CONTRACTING AND PURCHASING

POLICY 14.1 EMPLOYEE CONFLICT OF INTEREST

All procurements funded from a federal award shall follow the procedures outlined in CFR 200.318. It shall be unethical for any employee to participate directly or indirectly in a procurement when the employee knows that:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement; or
- Any other person, business, or organization with whom the employee or any member of an employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.
- An employee or any member of an employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.
- No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

An Employee, officer, or agent found in violation of this section will be subject to disciplinary action in accordance with the City's disciplinary action policy.

POLICY 14.2 GRATUITIES AND KICKBACKS

Gratuities - It shall be unlawful for any person to offer, give, or agree to be given any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval,

disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

Kickbacks - It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the primary contractor or higher tier subcontractor any person associated therewith, as an inducement for the award of a subcontract or order.

Contract Clause - The prohibition against gratuities and kickbacks prescribed in this Section shall be conspicuously set forth in every contract and solicitation therefore.

POLICY 14.3 PROHIBITION AGAINST CONTINGENT FEES

It shall be unlawful for a person to be retained, or to retain a person, to solicit or secure a City contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling Departments for the purpose of securing business.

POLICY 14.4 CONTEMPORANEOUS EMPLOYMENT PROHIBITED

It shall be unlawful for any employee who is participating directly or indirectly in the procurement process to become or to be, while such an employee, the employee of any person contracting with the Governmental body.

POLICY 14.5 USE OF CONFIDENTIAL INFORMATION

It shall be unethical for any officer, employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

CHAPTER 15 - PROCUREMENT AND FUEL CARDS

The Finance Department initiated a Procurement Card **and fuel card** Programs for the purpose of expediting small purchases in the most cost effective and efficient method. **These programs** will provide improved tracking of actual spending, and in addition, offer payments to vendors in a timelier manner, thereby increasing the City's opportunity of obtaining discounted pricing.

The policies and procedures provided herein are minimum standards for departments. Departments may establish additional controls beyond those stipulated herein.

POLICY 15.1 THE PROCESS

The Procurement and fuel Card systems simplify the procurement/disbursement process by allowing the cardholder to place orders directly with the vendor. The purchasing card may be used only by the employee whose name is embossed on the card. No other person is authorized to use the card. The fuel cards are issued to vehicles rather than an individual. City employees are authorized to use the fuel cards

assigned to a vehicle to purchase fuel from designated vendors only for the vehicle assigned to that specific fuel card.

When a purchase is placed with the supplier and the supplier requests authorization, the Procurement Card and fuel card Systems validates the transaction against preset, limits requested ~~established~~ by the Department Head and established by the Finance Department. All transactions are approved or declined (electronically) based on the established procurement card authorization criteria. The authorization criteria may be adjusted periodically as needed; approved merchant category codes; transaction limits; and monthly credit limits. The monthly credit limits and single purchase limits will be requested ~~established~~ by the Department Director within Finance Department guidelines prior to the Purchasing Card being ordered for the employee.

POLICY 15.2 ELIGIBILITY

Department Directors will recommend permanent employees within their respective departments whose positions would benefit in cost savings and efficiency to receive a Procurement -Card. Fuel cards will be assigned to specific City vehicles and equipment. Temporary employees, part-time employees and employees on probation are not to be issued a procurement card without City Manager or Finance Director approval. Temporary employees, part-time employees and employees on probation my use the fuel card assigned to any City vehicle or equipment they are assigned to operate.

POLICY 15.3 PROCUREMENT AND FUEL CARD USES

Procurement Cards may be used for small dollar purchases, not in conflict with purchasing procedures, which do not exceed a total expenditure of but is not limited to, the following: single purchase limits of up to \$5,000 per transaction within Finance Department guidelines as approved by the City Manager. In most instances, this method of procurement is an alternate to traditional monthly purchase orders. In all instances, this card is to be used solely for Official City Business.

Procurement Cards may be used for travel expenses in accordance with the City Travel Policy. Eligible charges consist of registration fees, airfare or other common carrier charges, rental cars, hotel expenses, and parking fees required by the hotel.

Fuel cards will only be used for the purchase of fuel for City vehicles and equipment. In all instances the fuel cards are to be only used for Official City Business.

Procurement or fuel Cards may not be used for items not budgeted, nor items for personal use. Failure to properly use the Procurement or fuel Cards within the guidelines set by Purchasing will result in the cancellation of Procurement or fuel Card privileges for the employee and possible disciplinary action.

15.4 LIMITATIONS ON USE OF THE PROCUREMENT AND FUEL CARD

Dollar Limitations:

The Department Head approving the assignment of a procurement card will request ~~set~~ two limits for each cardholder. A single transaction limit and also a monthly credit limit.

One purchase may be made of multiple items, but the invoice cannot exceed the threshold set by the Department Head. Payment for purchases shall not be split to stay within the single purchase limit.

Limitations on use of the City Procurement Card:

- Fuel charges for city vehicles unless authorized by the Finance Department
- Cash advances
- Personal items
- Alcohol or prescription drugs
- Any transaction that would include sales taxes
- Purchases using non-registered one-time vendors
- Capital Equipment (Over \$ 5,000 and a life of greater than 1 year)
- Splitting charges to avoid obtaining three quotes

Limitations on use of the City Fuel Card:

- Items other than fuel
- Personal items
- Any transaction that would include sales taxes (note this is not applicable for fuel tax)
- Purchases using non-authorized fuel vendors unless the employee is on authorized City travel.

POLICY 15.5 TRAINING

Cardholder(s) will receive training from the Finance Department annually on the overall policies of the Procurement and Fuel Card Program, as presented in this document, at the time the procurement or fuel card is issued.

POLICY 15.6 REVIEW OF DEPARTMENTAL PURCHASES

- A. Because of their knowledge of the job responsibilities and requirements, Department Director and designated Card Representatives are required to review each procurement or fuel card expenditure (item purchased, amount, expenditure description and vendor) to ensure the goods or services were necessary, for official use, and conditions were complied with for the card purchase.
- B. When purchases are questioned, the Department Head or their designated Card Representative will be responsible for resolving the issue with the cardholder. If the Department Director cannot be satisfied that the purchase was necessary and for official use, the cardholder must provide either a credit voucher proving the item(s) were returned for credit or a personal check for the full amount of the purchase. Checks must be sent to the Finance Department with an explanation and account number.
- C. Serious or repeated misuse of the purchasing or fuel card will result in the revocation of the card. Employees incorrectly using their purchasing card will be disciplined by the Department/Department Director on a case-by-case basis, up to and including termination.

- D. Department Directors will be required to review and adjust procurement card limits every fiscal year for their departments/Departments.

POLICY 15.7 MAKING PURCHASES WITH THE PROCUREMENT AND FUEL CARDS

- A. A receipt should be obtained for every purchase

This receipt or charge slip will be retained either by the cardholder or by a designated person in the cardholder's office until attached to the monthly statement.

- B. Telephone orders

When placing a telephone order, the cardholder must confirm that the vendor will charge the purchasing card when shipment is made so that receipt of the supplies may be certified on the monthly Statement of Account. Fuel card telephone orders are prohibited.

- C. Missing documentation:

If for some reason the cardholder does not have documentation of the transaction to send with the statement, he/she must attach a description of the purchase and an adequate explanation for the purchase. This explanation must state that the purchase is ordinary and necessary, reasonable in amount and for a valid business purpose. Missing receipt for meals must include the explanation above, purpose and people attending meal. Continued incidents of missing documentation may result in the cancellation of the employee's procurement card.

- D. Payment and invoice procedures for Purchasing cards:

Transactions must be reviewed, substantiated, approved in the Online PCard System and transaction documentation submitted online to Finance for payment within five days of receipt.

1. REVIEW: The cardholder shall review the transaction for correctness. Ensure all charges are legitimate and no sales tax was charged.
2. SUBSTANTIATE: Each transaction should be documented with a receipt uploaded on the and attached to the transaction on Bank's purchasing card site. Provide account numbers for each transaction in the Bank's online system ~~City's system. Print documentation from the City's system and attach to transaction receipts and submit to Finance.~~
3. APPROVE: The approving Director or designee (usually the cardholder's immediate supervisor) or designee shall review each transaction and check all documentation. Any errors, sales tax issues or questionable purchases must be resolved before approving on the Bank's online system ~~submitting to Finance~~. The Approving Official's review of transaction certifies all transactions as legitimate expenditures of City funds.
4. MISSING DOCUMENTATION: The cardholder is responsible for providing required documentation. If a receipt is lost, attempt to obtain a duplicate. If a duplicate cannot be obtained, prepare a statement that includes all the information normally found on the receipt and a brief explanation for the lost documentation. Continual abuse may result in loss of the card and disciplinary action.

5. **DISPUTED CHARGES:** If the cardholder questions a charge, they shall contact the vendor directly and attempt to reach resolution. If the cardholder reaches an agreement with the vendor, there is no dispute. If the vendor refuses to acknowledge the error or will not issue a credit, the cardholder must fill out the issuing bank's "Purchase Card Disputed Charge Form" and send it to the bank with a copy to the Finance Department. The bank will then adjudicate the disputed charge.

E. Payment and invoice procedures for Fuel cards:

Transactions must be reviewed, substantiated, approved and transaction documentation submitted to the Department's designated Fuel card administrator within five days of receipt.

1. REVIEW: The cardholder shall review the transaction for correctness. Ensure all charges are legitimate and no sales tax was charged.
2. SUBSTANTIATE: Each transaction should be documented with a receipt provided to the Department's Fuel card administrator within five days of receipt. The Department's fuel card administrator will match receipts to the monthly statement and code the appropriate general ledger account for each purchase. The Department's monthly statement, receipts and proper general ledger account recording will be provided to Finance within three days of the issuance of the monthly Fuel card statement of purchases.
3. APPROVE: The approving Director or designee (usually the cardholder's immediate supervisor) or designee shall review each transaction and check all documentation. Any errors, sales tax issues or questionable purchases must be resolved before approving the monthly fuel card statement. The Approving Official's review of transaction certifies all transactions as legitimate expenditures of City funds.
4. MISSING DOCUMENTATION: The cardholder is responsible for providing required documentation. If a receipt is lost, attempt to obtain a duplicate. If a duplicate cannot be obtained, prepare a statement that includes all the information normally found on the receipt and a brief explanation for the lost documentation. Continual abuse may result in loss of the card and disciplinary action.
5. DISPUTED CHARGES: If the cardholder questions a charge, they shall contact the vendor directly and attempt to reach resolution. If the cardholder reaches an agreement with the vendor, there is no dispute. If the vendor refuses to acknowledge the error or will not issue a credit, the cardholder must fill out the issuing fuel card company's "Fuel Purchase Card Disputed Charge Form" and send it to the fuel card company with a copy to the Finance Department. The Fuel card company will then adjudicate the disputed charge.

POLICY 15.8 DISPUTES

All purchases disputes must be handled before turning in purchasing or fuel card receipts to the Accounts Payable Section of the Finance Department.

- If items purchased with the procurement card are defective, the cardholder must return the item(s) to the vendor for replacement or credit. If the service paid for with a purchasing card is faulty, the vendor must be notified and asked to correct the situation or provide credit. If the

vendor refuses to replace or correct the faulty item or service, the purchase will be considered in dispute.

- A disputed item must be explained with a note on the cardholder's Statement of Account before the statement is forwarded to Finance for payment.
- It is essential that the time frames and documentation requirements established by the purchasing and fuel card issuer be followed to protect the cardholder's rights in dispute. Dispute policies and procedures issued by the purchasing or fuel card issuer will be provided at the time purchasing or fuel cards are issued to cardholders.
- If a purchase includes sales tax, the cardholder must dispute this charge prior to turning in documentation to Finance.

POLICY 15.9 LOST OR STOLEN CARDS

Any lost or stolen cards are to be reported immediately to the Purchasing or Fuel Card provider, 24 hours a day, seven days a week and to the Department Head (or designee). The report filed shall include the complete information surrounding the loss, the date and location of the loss, the date and time provider was notified, a list of any purchases made on the day the card was lost or stolen, and any other information pertinent to the incident.

Lost or stolen cards are the responsibility of the cardholder only. The Finance Department does not handle this type of request.

POLICY 16 PROCEDURES FOR FEDERALLY FUNDED PROJECTS

All Federally funded projects will following the procurement procedures outlined in CFR200.317 through 200.327.

- All federally funded projects will be advertised a minimum of three weeks.
- When establishing a contract time for all federally funded projects, the guidelines established in Exhibit "A" shall be followed. Contract time extensions shall be subject to the concurrence of the FDOT Department Administrator and will be considered in determining the amount of Federal participation. Contract time extensions submitted for approval to the FDOT Department Administrator shall be fully justified and adequately documented.
- Two engineering estimates (at 60% and 100% submittals) will be completed for each project. Unit price cost for each item will be utilized (when possible) and will utilize local contractor pricing. The 100% submittal will be certified by the responsible Professional Engineer.
- The City of Holly Hill will comply with 23 CFR 635.413 as shown in Exhibit "B" on all federally funded projects. The warranty will begin the day after substantial completion is awarded.
- Federal guidelines will be followed for the fair, open and competitive selection of qualified consultants (Professional Services) in accordance the Brooks Act, Section 40 USC 1101-1104 as shown in Exhibit "C".

- Federal guidelines will be followed for the acquisition and property control of equipment purchased with federal funds in accordance with 2 CFR 200.313 as shown in Exhibit "D".
- All federally funded projects will avoid acquisition of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the City may enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.
- Federally funded contracts will be awarded to responsive/responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- Procurements for federally funded contracts shall prohibit the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals.
- LAP Simplified Acquisition and Small Purchase Process shall be in accordance with the LAP manual which outlines the current limits which indicate this process may be used if the construction project is less than \$325,000 and the total contract amount for the professional service(s) is less than \$150,000.
- For federal-aid contracts, a small locality presence criterion of no more than 10 percent may be used. This criterion cannot be based on political boundaries and should be used on a project-by-project basis for projects where a need has been established. If a firm currently outside the locality criteria indicates as part of its proposal that it will satisfy the criteria in some manner, such as establishing a local project office, it should be considered to have met the locality criteria. The LAP Manual can be viewed by logging on to:

<https://www.fdot.gov/programmanagement/lap/lap-toc.shtm>

- There is no DBE/MBE preference for federally funded projects. While the use of DBE/MBE consultants is encouraged, there should be not be any DBE/MBE preference selection criteria in the selection process.
- Purchasing owns all aspects of the procurement process and leads the development and implementation of key forms, templates, checklists, and workflows. It is the Purchasing's responsibility to review all proposed procurement actions to avoid the purchase of unnecessary or duplicative items. Such reviews shall consider consolidation or breaking out to obtain a more economical purchase. Purchasing determines when to analyze lease versus purchase

alternatives and any other appropriate analysis to determine the most economical approach based on the procurement request. CFR Reference: 2 CFR 200.318(d).

- Purchasing will explore the feasibility to enter into State and local intergovernmental agreements or cooperative agreements, where appropriate, for procurement or use of common goods and services in order to foster greater economy and efficiency in accordance with efforts to promote cost-effective use of shared services. CFR Reference: 2 CFR 200.318(e)(f)(g).
- The City will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed local geographical preferences as selection criteria in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. CFR Reference: 2CFR 200.319(b).
- Prior to award, the City shall review the successful respondent's bids and Purchasing shall access the SAM.gov system and review bidders against the Excluded Party List. Bidders that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities are prohibited from being considered for award. Hard copy results shall be included in the procurement file. CFR Reference: 2 CFR 200.318(h) and 2 CFR 200.318(c)(1).
- Requests for Proposals shall be awarded to the proposal providing the best value to the City as determined using the selection criteria provided in the Request for Proposal and documented by written evaluation forms. CFR Reference: 2 CFR 200.320(d).
- In addition to requirements in Chapter 14 (Ethics in Public Contracting and Purchasing), no employee, officer, or agent of the City shall solicit or accept gratuities, favors, or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every written contract and solicitation. It shall be a breach of ethical standards for any public employee or former employee, officer, or agent knowingly to use confidential information for his actual or anticipated personal gain or the actual or anticipated personal gain of any other person. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action by Human Resources, including but not limited to dismissal, suspension, or reduction in pay or position; censure and/or fine. City shall not provide any City employees, officers, or agents with legal assistance or defense related to such allegations or violations. CFR Reference: 2 CFR 200.318(c)(1).

The City has issued a policy statement which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated

POLICY 17 PROCEDURES FOR ISSUING DEBT

Long-term debt, debt issued with a term greater than five years, may only be used for the costs of acquisition, construction or modification of capital facilities and for the refinancing or refunding of such debt. This limitation prohibits any debt being issued to finance operational costs of City departments.

The legal, economic, financial and market conditions associated with the issuance of debt are dynamic,

unpredictable and usually in a constant mode of change. Consequently, the decision to issue debt is best made on a case-by-case basis and only after careful and timely analysis and evaluation of all relevant factors. Some of the factors that should be considered include, but are not limited to, the following:

- Current interest rates and other market considerations;
- The financial condition of the City;
- The types, availability and stability of revenues to be pledged for repayment of the debt;
- Type of debt to be issued; and
- The nature of the projects to be financed (i.e., approved schedule of improvements, non-recurring improvements, etc.).

Capital improvements related to enterprise fund operations (e.g., water systems, wastewater systems, electrical and sanitation, etc.) shall be financed solely by debt to be repaid from user fees and charges generated from the respective enterprise fund operations, when practicable.

Capital improvements not related to enterprise fund operations (e.g., roads, parks, public buildings, etc.) may be financed by debt to be repaid from available revenue sources (including ad valorem taxes) pledged for same, when practical.

All capital improvements financed through the issuance of debt shall be financed for a period not to exceed the useful life of the improvements, but in no event to exceed 30 years.

The City shall not construct or acquire a public facility if it is unable to adequately provide for the subsequent annual operation and maintenance costs of the facility.

The City shall at all times manage its debt and sustain its financial position in order to seek and maintain the highest credit rating possible.

In order to maintain a stable debt service burden, the City will attempt to issue debt that carries a fixed interest rate. However, it is recognized that certain circumstances may warrant the issuance of variable rate debt. In those instances, the City should attempt to stabilize debt service payments through the use of an appropriate stabilization arrangement.

When refinancing current debt, the City will seek a savings (net of all issuance costs and any cash contributions to the refunding) as a percentage of the refunding debt of at least 3-5%. The Finance Director must obtain a minimum of three email quotes. Lease Finance Agreements utilized for competitively bid items up to and including \$1,000,000 shall require a minimum of three (3) quotations. Quotes are to be obtained by the Finance Director and shall be maintained in the department file.

Debt to be issued greater than \$1,000,000 shall follow the process for Request for Proposal (RFP) and be approved by the City Commission.

POLICY 18 WARRANTY REQUIREMENTS

For purposes of this warranty requirement, the term "goods" means any equipment, machines, tools,

vehicles, hardware, supplies, component parts or other tangible personal property procured by the city, to which procurement this warranty requirement is made applicable through the specifications. The term "City" means the City of Holly Hill, acting through its employees, departments, boards, Commission.

The successful bidder (also referred to herein as "vendor"), by submitting the bid, furnishes the following warranty as provided below:

- a. Vendor warrants that the goods delivered are newly manufactured, free from defects in materials and workmanship and conform in every respect to City's specifications. Vendor also warrants that if, during the warranty period, all or any portion of the goods: (a) fail for any reason, (b) are discovered to be non-conforming, or (c) are defective in materials or workmanship, vendor will replace such failed, non-conforming or defective goods at no cost to city within the same time limit as the delivery period. This warranty shall run from date of official acceptance of the goods by city, which date is either the installation date or in-service date as shown on city records or the date of formal acceptance of the goods in writing by an authorized city official, whichever occurs first, and end five (5) years after the date of the official acceptance or per a funding agencies requirement. This warranty shall be unconditional, except that it shall not apply to obvious abuse, misuse or damage caused by city.
- b. As between vendor and city, the express warranty given in subparagraph (b) (1) is in lieu of any other express warranties. Should this warranty fail of its essential purpose, City will continue to have recourse under applicable Florida law. This warranty is intended for the exclusive benefit of the City and does not create any warranties (express or implied) or causes of action in favor of any third parties.
- c. If a manufacturer of the goods or of component parts of the goods provides a special or independent warranty which is longer than the period provided for this warranty, or which provides terms more favorable to city than those contained in this warranty as to any other provision, the provisions of this warranty shall not be construed to diminish or conflict with the special or independent warranty given by such manufacturer.

The successful bidder, by submitting the bid, agrees to give the following indemnity with respect to the goods:

Vendor shall defend, indemnify, and save harmless the City, its officers, agents and employees, from all suits, actions or claims of any character, type or description brought or made on account of any personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, arising out of or occasioned by any breach of any warranty, express or implied, as to the goods or the fault of subcontractors, in the performance of the contract, purchase order or price agreement; provided, however, that this indemnity shall not apply to any personal injury including (including death), property damage or other harm caused solely by the negligent use, misuse or abuse of the goods by city, or caused solely by any negligent act or omission of city unrelated to the use of the goods. In the event of joint or concurring responsibility of vendor and City, responsibility and indemnity, if any shall be apportioned comparatively in accordance with the laws of the state of Florida, without, however, waiving any governmental immunity available to the City under Florida law. This provision shall not be construed for the benefit of any third party, nor does it create or grant any right or cause of action in favor of any third party against city or vendor, this provision being solely intended to

provide for indemnification of City from liability for damage to third persons or property as set forth in this paragraph.

POLICY 19 PURCHASING POLICY ADOPTION

The Purchasing Policy shall be adopted by City resolution. The Finance Director and Department Directors shall review the Policy annually and submit recommendations to the City Manager for review and approval. If a change in the Policy is recommended for approval by the City Manager, the Finance Director will prepare the necessary report to Commission.

Approved by the City Commission of the City of Holly Hill at a meeting held on the 8th day of May 2018. Resolution 2018-30

EXHIBIT "A"

**FLORIDA DEPARTMENT OF TRANSPORTATION
GUIDELINE FOR ESTABLISHING CONSTRUCTION
CONTRACT DURATION**

~~SEPARATE ATTACHMENT~~

<https://www.fdot.gov/construction/manuals/cpam/cpammanual.shtm>

[Chapter 1 section 1.2](#)

EXHIBIT "B"

23 CFR 635.413

Code of Federal Regulations

Title 23 - Highways

Volume: 1

Date: 2012-04-01

Original Date: 2012-04-01

Title: Section 635.413 - Guaranty and warranty clauses.

Context: Title 23 - Highways. CHAPTER I - FEDERAL HIGHWAY ADMINISTRATION, DEPARTMENT OF TRANSPORTATION. SUBCHAPTER G - ENGINEERING AND TRAFFIC OPERATIONS. PART 635 - CONSTRUCTION AND MAINTENANCE.

Subpart D - General Material Requirements.

§ 635.413 Guaranty and warranty clauses. The STD may include warranty provisions in National Highway System (NHS) construction contracts in accordance with the following:

- (a) Warranty provisions shall be for a specific construction product or feature. Items of maintenance not eligible for Federal participation shall not be covered.
- (b) All warranty requirements and subsequent revisions shall be submitted to the Department Administrator for advance approval.
- (c) No warranty requirement shall be approved which, in the judgment of the Department Administrator, may place an undue obligation on the contractor for items over which the contractor has no control.
- (d) A STD may follow its own procedures regarding the inclusion of warranty provisions in non-NHS Federal-aid contracts.
- (e) In the case of a design-build project, the following requirements will apply instead of paragraphs (a) through (d) of this section.
 - (1) General project warranties may be used on NHS projects, provided:
 - (i) The term of the warranty is short (generally one to two years); however, projects developed under a public-private agreement may include warranties that are appropriate for the term of the contract or agreement.
 - (ii) The warranty is not the sole means of acceptance;

(iii) The warranty must not include items of routine maintenance which are not eligible for Federal participation; and,

(iv) The warranty may include the quality of workmanship, materials and other specific tasks identified in the contract.

(2) Performance warranties for specific products on NHS projects may be used at the STD's discretion. If performance warranties are used, detailed performance criteria must be provided in the Request for Proposal document.

(3) The STD may follow its own procedures regarding the inclusion of warranty provisions on non-NHS Federal-aid design-build contracts.

(4) For best value selections, the STD may allow proposers to submit alternate warranty proposals that improve upon the warranty terms in the RFP document. Such alternate warranty proposals must be in addition to the base proposal that responds to the RFP requirements.

[60 FR 44274, Aug. 25, 1995, as amended at 67 FR 75926, Dec. 10, 2002; 72 FR 45336, Aug. 14, 2007]

EXHIBIT "C"

BROOKS ACT

United States Code (U.S.C.) Title 40 - Public Buildings, Property and Works

*Chapter 11, Section 1101 - 1104: Selection of Architects and Engineers***§ 1101. Policy** (Formerly 40 U.S.C. § 541)

The policy [of the Federal Government] is to publicly announce all requirements for architectural and engineering services and to negotiate contracts for architectural and engineering services on the basis of demonstrated competence and qualification for the type of professional services required and at fair and reasonable prices.

§ 1102. Definitions (Formerly 40 U.S.C. § 542)

In this chapter, the following definitions apply:

1. **Department head** - - The term "Department head" means the head of a department, Department, or bureau [of the Federal Government].
2. **Architectural and engineering services** - - The term "architectural and engineering services" means--
 - A. professional services of an architectural or engineering nature, as defined by state law, if applicable, that are required to be performed or approved by a person licensed, registered, or certified to provide the services described in this paragraph;
 - B. professional services of an architectural or engineering nature performed by contract that are associated with research, planning, development, design, construction, alteration, or repair of real property; and
 - C. other professional services of an architectural or engineering nature, or incidental services, which members of the architectural and engineering professions (and individuals in their employ) may logically or justifiably perform, including studies, investigations, surveying and mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, soils engineering, drawing reviews, preparation of operating and maintenance manuals, and other related services.
3. **Firm** - - The term "firm" means an individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice the profession of architecture or engineering.

§ 1103. Selection procedure (Formerly 40 U.S.C. § 543)

- a. **In general** - - These procedures apply to the procurement of architectural and engineering services by [aaa](#) Department head.
- b. **Annual statements** - - The Department head shall encourage firms to submit annually a statement of qualifications and performance data.
- c. **Evaluation** - - For each proposed project, the Department head shall evaluate current statements of qualifications and performance data on file with the Department, together with statements submitted by other firms regarding the proposed project. The Department head shall conduct discussions with at least 3 firms to consider anticipated concepts and compare alternative methods for furnishing services.

- d. **Selection** - - From the firms with which discussions have been conducted, the Department head shall select, in order of preference, at least 3 firms that the Department head considers most highly qualified to provide the services required. Selection shall be based on criteria established and published by the Department head.

§ 1104. Negotiation of contract (Formerly 40 U.S.C. § 544)

- a. **In general** - - The Department head shall negotiate a contract for architectural and engineering services at compensation which the Department head determines is fair and reasonable to the Federal Government. In determining fair and reasonable compensation, the Department head shall consider the scope, complexity, professional nature, and estimated value of the services to be rendered.
- b. **Order of negotiation** - - The Department head shall attempt to negotiate a contract, as provided in subsection (a), with the most highly qualified firm selected under [section 1103](#) of this title. If the Department head is unable to negotiate a satisfactory contract with the firm, the Department head shall formally terminate negotiations and then undertake negotiations with the next most qualified of the selected firms, continuing the process until an agreement is reached. If the Department head is unable to negotiate a satisfactory contract with any of the selected firms, the Department head shall select additional firms in order of their competence and qualification and continue negotiations in accordance with this section until an agreement is reached.

EXHIBIT "D"

2 CFR 200.313

EQUIPMENT

Code of Federal Regulations

§200.313 Equipment.

See also §200.439 Equipment and other capital expenditures.

(a) *Title.* Subject to the obligations and conditions set forth in this section, title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity. Unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further obligation to the Federal Government, and the Federal agency elects to do so, the title must be a conditional title. Title must vest in the non-Federal entity subject to the following conditions:

(1) Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

(2) Not encumber the property without approval of the Federal awarding agency or pass-through entity.

(3) Use and dispose of the property in accordance with paragraphs (b), (c) and (e) of this section.

(b) A state must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Other non-Federal entities must follow paragraphs (c) through (e) of this section.

(c) *Use.* (1) Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the non-Federal entity must not encumber the property without prior approval of the Federal awarding agency. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:

(i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then

(ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.

(2) During the time that equipment is used on the project or program for which it was acquired, the non-Federal entity must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in §200.307 Program income to earn program income, the non-Federal entity must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment.

(4) When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

(d) *Management requirements.* Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) *Disposition.* When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

(1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.

(2) Except as provided in §200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

(3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75884, Dec. 19, 2014]

EXHIBIT "E"

PURCHASING DEFINITIONS

Best and Final Offer (BAFO): The last offer provided by an offeror in response to a Request for Proposal and all further negotiations cease. Offerors are given the opportunity to submit a best and final offer after negotiations have been held. The decision to award is based on rescoring of the best and final offers.

Best Value: A method of award that uses a cost/benefit analysis to define the best combinations of quality, services, time, and cost considerations over the useful life of the acquired item.

Consultants Competitive Negotiation Act (CCNA): A procedure established by Florida Statutes, Section 287.055 that sets the requirements for acquisition of professional architectural, engineering, landscaping architectural or land surveying services.

Davis-Bacon Act (1931): A Federal law requiring all contractors performing Federally funded Public Works construction projects to pay their workers, at a minimum, the prevailing wage rate paid in the area for similar work, as set by the Secretary of Labor.

Evaluation Committee: Appointment of City representatives who have knowledge and interest in the project purchase under a competitive RFP. The committee should consist of at least three employees, like the Division Manager, Project Manager, a staff member outside the requesting Division. On critical procurements, the City Manager or designee may want to be a member.

Evaluation Criteria: Factors, usually weighted, relating to management capability, technical capability, manner of meeting performance requirements, price and other important considerations used to evaluate which proposer in a competitive negotiation has made the most advantageous offer to the City.

Fair and Reasonable Price: Is the **price point for a good or service that is fair to both parties involved in the transaction.** It is the price that is equal or better pricing than what the Vendor's offers to their most favored customers.

Grant: For the purposes of this manual, these are fund transfers made by one party to another (e.g., Federal to state or local government) for the procurement of goods and/or services, that may be undertaken for the purpose of a public interest, benefit, or undertaking, as specified under the terms of the agency granting the use of funds.

Informal Quote: A price quotation for supplies or services that is conveyed by letter, telephone, or other informal means and does not require a sealed bid, public opening, or public reading of bids.

Liquidated Damages: Damages that are pre-set in amount by agreement of the parties, contained in contract, contingent on the happening of a named event, usually late delivery or completion by the contractor. The dollar amount must be reasonable and reflective of the probable loss to the City, and is not to be calculated as a penalty to the contractor.

Negotiation: A bargaining process between two or more parties, each with its own viewpoints and objectives, seeking to reach an agreement or settlement of a matter of common concern, such as price, schedule, technical requirements and terms of a proposed contract, on terms that are mutually beneficial and satisfactory to both parties.

Non-responsive Vendor: A vendor that submit a proposal response that does not conform to the mandatory or essential requirements of the solicitation.

Owner Direct Purchase (Sales tax recovery): The City has the option of purchasing all, any, or none of the materials and equipment included in each contract agreement directly from the manufacturer or supplier. The City is exempt from payment of sales and use tax on the purchase of any goods and/or services subject to such tax per Florida Statute 212.08 and Rule 126, Florida Administrative Code.

Piggyback: Is a procedure of procuring goods or services without formal bid procedures via utilizing other public entity's award of an Invitation for Bid, Request for Proposal or contract agreement.

Proprietary purchase: A purchase that occurs when there is more than one vendor who can provide the goods or services, but because of exigent circumstances only one specific vendor should provide the goods or services.

Request for Proposals (RFP): A solicitation for response for a good and/or service for which the scopes of work, specifications or contractual terms and conditions cannot reasonably be closely defined. Evaluation of a proposal is based on prior established criteria wherein the RFP shall state the relative importance of price and other evaluation factors.

Formal Quotation (Request for Quotations (RFQ): The document generally used for seeking competition on small purchases or on any purchase lower than the amount that requires competitive solicitation (under \$25,000.00). May be used for obtaining price and delivery information for sole-source and emergencies.

Responsible Bidder, Proposer, or Respondent: A Vendor that has the capability in all respects to perform fully the solicitation requirements, and the tenacity, perseverance, experience, integrity, ability, reliability, capacity, facilities, equipment, financial resources and credit that will assure good faith performance.

Responsive: A vendor's response to a solicitation. The full meaning entails full and proper responsiveness. This means that the vendor "responded" to the solicitation exactly the way he or she was instructed. It means that everything to be filled out was, in fact, filled out in proper order and format as directed by the solicitation.

Single source: The one source among others that, for justifiable reason, is found to be most advantageous for the purpose of the procurement.

Sole source: The only existing source of an item which meets the needs of the user department as determined by a reasonably thorough analysis of the marketplace.



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: March 8, 2022
FROM: Stella Gurnee
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Piggybacking the Osceola County Agreement with ZHA, Inc., for the Purchase of Construction Management/Owners Representative Services for Community Development Projects and Authorize the City Manager to Execute Any Necessary Price Agreements; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2022-R-18
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill City Commission held a Capital Improvement projects planning workshop on February 8, 2022. The Commission prioritized projects to be funded from available fund equity reserves. Further the City Commission agreed that the City should piggyback an Osceola County agreement for construction project management and Owner representation services for the majority of the projects.

Current City of Holly Hill Purchasing Manual

Policy 2.39 Other Government Entities' Contracts.

The City may utilize (piggy-back) any other government entity's open contract that have been competitively bid and awarded to the low responsive, responsible bidder meeting the specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, GSA Contracts. When another entity's contracts is to be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirement regarding competitive bidding and award.

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

Piggyback Agreements

Osceola County RFP 19-10874-VJ Construction Management/Owners representative services for Community Development projects attached.

The expenditures related to the contracted services are fully budgeted in the various capital project fund budgets.

STAFF RECOMMENDATION:

City staff recommends the approval of piggybacking the agreement from Osceola County RFP 19-10874-VJ Construction Management/Owners representative services for Community Development projects and authorize the City Manager to execute agreement with ZHA, Inc.

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 PIGGYBACKING THE OSCEOLA COUNTY AGREEMENT WITH ZHA, INC., FOR THE PURCHASE OF CONSTRUCTION MANAGEMENT/OWNER REPRESENTATIVE SERVICES FOR CITY CAPITAL PROJECTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS.

ATTACHMENTS:

- Holly Hill - ZHA piggyback agreement (PDF)
- ZHA COI (PDF)
- Holly Hill ZHA Contract 3-1-22 (PDF)

Resolution No. 2022-18

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PIGGYBACKING THE OSCEOLA COUNTY AGREEMENT WITH ZHA, INC., FOR THE PURCHASE OF CONSTRUCTION MANAGEMENT/OWNERS REPRESENTATIVE SERVICES FOR COMMUNITY DEVELOPMENT PROJECTS AND AUTHORIZE 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 PIGGYBACKING THE COUNTY OF OSCEOLA AGREEMENT WITH ZHA, INC. FOR THE PURCHASE OF CONSTRUCTION MANAGEMENT/OWNER REPRESENTATIVE SERVICES FOR CITY CAPITAL PROJECTS AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is in need of construction management/owner representative services for City Capital projects; and

WHEREAS, the County of Osceola has secured an agreement with ZHA, Inc.; and

WHEREAS, City staff would like to piggyback the agreement the County of Osceola has secured an agreement with ZHA, Inc.; and

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

WHEREAS, the City Commission authorized the piggybacking of the agreement with the County of Osceola with ZHA, Inc., for construction management/owner representative services for City Capital projects.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION

OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission does hereby approve piggybacking the County of Osceola's agreement with ZHA, Inc., for the purchase of construction management/owner representative services for City Capital projects and authorizes City Manager to execute any necessary agreements.

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

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

APPROVED AND AUTHENTICATED on this 8th day of MARCH, 2022.

STANDARD FORM FOR PIGGYBACK CONTRACTS

The City of Holly Hill ("City") enters this "Piggyback" Contract with ZHA Inc., hereinafter referred to as the "Vendor", under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The Purchasing Policy for the City of Holly Hill allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with Osceola County, said contract being identified as: RFP 19-10874-VJ Construction Management/Owners representative services for Community Development projects said original contract being referred to as the "original government contract".

2. The original government contract is incorporated herein by reference and is attached as Exhibit "A" to this contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

3. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this contract between the Vendor and the City of Holly Hill, as follows:

- a) Period ("Term") of the Agreement: This agreement shall become effective upon execution by both parties, and shall remain in effect through October 6, 2022, and may be renewed for two (2) additional one-year terms
- b) Insurance Requirements: Except as otherwise specified in this agreement, the CONTRACTOR and all subcontractors of any tier shall be required at their sole cost and expense to maintain in effect at all times during the performance of work, insurance coverage with limits not less than those set forth in the original government contract.
- c) Any other provisions that will be modified: The CONTRACTOR agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, Florida Statutes, the CONTRACTOR must: (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 public with a copy of the public records requested or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, 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 term of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the City, (4) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement,

the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City, and (5)..If the CONTRACTOR does not comply with a public records request, the City shall enforce any and all Agreement provisions in accordance with this Agreement and the CONTRACTOR shall be subject to all rights and remedies of the City and the public under controlling State law.

A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the City or allow the records to be inspected or copied within a reasonable time. Failure by the CONTRACTOR to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The CONTRACTOR shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the CONTRACTOR and shall promptly provide the City with a copy of the CONTRACTOR's response to each such request.

The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (CONTRACTOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 248-9441, VALERIE MANNING, CMC, CITY CLERK, CITY HALL, CITY OF HOLLY HILL, 1065 RIDGEWOOD AVENUE, HOLLY HILL, FLORIDA 32117, CITYCLERK@HOLLYHILLFL.ORG

- d) Address change for Article 19 and all other address references within the RFP for the City of Holly Hill: Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Holly Hill, attention of City Manager, at City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117. The City Manager's contract information is Joseph Forte, City Manager, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, telephone number (386) 248-9425, and email jforte@hollyhillfl.org.
- e) The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

- f) All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Holly Hill and the Vendor.

Entered this 8th day of March, 2022.

ATTEST

ZHA Inc.

Print Name and Title

Date

ATTEST

CITY OF HOLLY HILL

City Clerk

Joseph Forte, City Manager

Date

For the use and reliance of the City of Holly Hill only. Approved as to form and legal sufficiency.

Scott Simpson, City Attorney

TABLE OF CONTENTS

ARTICLE	ITEM	PAGE
	Cover Page.....	1
	Table of Contents.....	2
1.00	Services and Performance.....	3
2.00	Term.....	4
3.00	Funding.....	5
4.00	Licenses.....	5
5.00	Personnel and Subcontracting.....	5
6.00	Indemnification.....	5
7.00	Not to Divulge Certain Information.....	6
8.00	Independent Consultant.....	6
9.00	Termination.....	6
10.00	Non-Entitlement to Anticipated Fees....	7
11.00	Conflict of Interest.....	7
12.00	Assignment/Transfer.....	7
13.00	Applicable Law/Venue.....	7
14.00	Waiver of Breach.....	8
15.00	Insurance Coverages.....	8
16.00	Duties and Obligations Imposed on the Consultant	9
17.00	Representation of the County.....	10
18.00	Heading.....	10
19.00	Notice and Address of Record.....	10
20.00	Change of Address of Record.....	10
21.00	Amendments.....	10
22.00	Acceptance.....	11
23.00	Public Entity Crimes.....	11
24.00	Equal Opportunity Employer.....	11
25.00	Severability.....	11
26.00	Joint Authorship.....	11
27.00	Auditing, Records and Inspection.....	11
28.00	Prohibition Against Contingent Fees	12
29.00	Sovereign Immunity.....	12
30.00	Employment Eligibility Verification (E-Verify)	12
31.00	Public Records Compliance.....	13
32.00	Scrutinized Companies Agreement Termination Clause	14

SCRUTINIZED COMPANIES AGREEMENT TERMINATION CLAUSE

Exhibit "A", Scope of Services

Exhibit "B", Sample Task Authorization Form and TA Review and Approval Process

Exhibit "C", Fee Schedule

Exhibit "D", List of Sub-Consultants

Exhibit "E", Contractor Certification Regarding Scrutinized Companies

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is awarded and entered by and between OSCEOLA COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY," and ZHA Incorporated, 601 North Magnolia Avenue, Suite 100, Orlando, Florida 32801, hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the COUNTY issued a Request for Proposals (RFP-19-10874-VJ) seeking proposals for the provision of certain professional work and services related to project management and owner's representative consulting services; and

WHEREAS, the CONSULTANT responded to the RFP-19-10874-VJ by submitting a proposal, dated June 25, 2019, which is on file with the COUNTY, and

WHEREAS, the selection and engagement of the CONSULTANT has been made by the COUNTY in accordance with the provisions of the solicitation RFP-19-10874-VJ; and

WHEREAS, the COUNTY and CONSULTANT now desire to enter into an agreement upon such terms and conditions as are set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article 1. SERVICES AND PERFORMANCE

- A. The COUNTY does hereby retain the CONSULTANT to furnish the professional services as are described in Exhibit "A", which is attached hereto and made a binding part hereof by this reference.
- B. The CONSULTANT shall provide to, and perform for, the COUNTY such services within Exhibit "A", as may be more specifically set forth in one or more Task Authorization (TA) forms, issued by the COUNTY and accepted by the CONSULTANT. A sample TA form and the associated TA review and approval process is attached hereto as Exhibit "B" and made a binding part hereof by this reference. Each TA so issued and accepted by the COUNTY shall become a part of this Agreement. Each TA shall identify the Project Manager who is assigned by the COUNTY to oversee the CONSULTANT's work that is set forth in the TA. The CONSULTANT and the COUNTY shall further develop a mutually agreeable price breakdown and schedule for the completion of professional services that are set forth in each TA. The price breakdown shall be consistent with the fee schedule and method of compensation set forth in Exhibit "C," attached hereto and made a binding part hereof by this reference. The project schedule shall include all tasks and related subtasks to be performed, the dates said tasks and subtasks shall be completed, and a final completion date. The CONSULTANT agrees to provide project schedule progress reports in a format acceptable to the COUNTY and at intervals established by the COUNTY, as set forth in each TA. The COUNTY will be entitled at all times to be advised, at its request,

as to the status of work being done by the CONSULTANT and of the details thereof. The CONSULTANT shall maintain coordination with the COUNTY staff, through the Project Manager, and on behalf of the County, with other interested agencies.

- C. In the performance of the professional services contemplated by this Agreement, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT further agrees to provide and perform the professional services set forth herein in accordance with the administrative rules promulgated by the Florida Department of Professional Regulation, and any and all laws, statutes, ordinances, codes, rules, regulations, and policies of any governmental agencies which may regulate or have jurisdiction over the professional services to be provided and/or performed by the CONSULTANT.
- D. All professional services shall be performed by the CONSULTANT to the satisfaction of the COUNTY'S designated Project Manager. The decision of the Project Manager regarding satisfactory completion shall be final and conclusive, unless within fifteen (15) days from the date of receipt of such decision, the CONSULTANT furnishes to the Project Manager a written notice of dispute. In the event a decision of the Project Manager is in dispute, the initial remedy shall be review by the County Manager. In the event a dispute still exists after the County Manager concludes his review, the parties agree to a non-binding mediation with subsequent appropriate legal proceedings, if required. Pending any settlement or binding decision, appeal or judgment, the CONSULTANT shall proceed diligently with the performance of this Agreement and any work authorized through the issuance of a TA.
- E. In the event there are delays in the completion of work authorized through a TA, and such delays are beyond CONSULTANT'S reasonable control, the COUNTY will grant reasonable time extensions for the completion of the work. The determination regarding reasonable delays shall be made by the Project Manager and shall be final and conclusive, unless the procedures set forth in Paragraph D, above, are utilized.
- F. All tracings, plans, specifications, maps, and computer files prepared or obtained under this Agreement, as well as all forms of data collected, together with summaries and charts derived therefrom, shall be considered works made for hire and shall become the property of the COUNTY upon completion or termination, and shall be made available to the COUNTY in a format acceptable to the COUNTY at any time requested. Upon delivery to the COUNTY of said information, the COUNTY shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The CONSULTANT shall not copyright any material and products or patent any invention developed under this Agreement. The COUNTY will have the right to visit the CONSULTANT to inspect the work and/or drawings and/or electronic files or data of the CONSULTANT.

Article 2. TERM

The term of this Agreement shall be for three (3) years from execution by the COUNTY. In the event the schedule of work authorized in a TA extends beyond the term of this Agreement, the Agreement shall remain in full force and effect as to said TA and shall terminate upon completion and acceptance of the work authorized in said TA, as evidenced by a written notice of acceptance, issued by the Project Manager. The term of this

Agreement may be renewed in accordance with Section 21 for two (2) additional one (1) year terms, if determined to be in the best interests of the COUNTY.

Article 3. FUNDING

This Agreement shall be subject to fund availability. In its sole discretion, the COUNTY reserves the right to forego the use of the CONSULTANT for any of the professional services contemplated by this Agreement.

Article 4. LICENSES

The CONSULTANT agrees to obtain and maintain, throughout the term of this Agreement, and any extensions hereof, all licenses as required to do business in the State of Florida and the County of Osceola, including, but not limited to, licenses required by any State Boards or other governmental agencies responsible for regulating and licensing the professional services provided and performed by the CONSULTANT pursuant to this Agreement.

Article 5. PERSONNEL AND SUBCONTRACTING

- A. The CONSULTANT shall maintain an adequate and competent professional staff so as to enable the CONSULTANT to perform all professional services requested by the COUNTY in a professional and timely manner, in accordance with this Agreement and the requirements of each TA issued by the COUNTY.
- B. The CONSULTANT, with the consent of the COUNTY as authorized through the issuance of a TA, may associate with sub-consultants identified in Exhibit "D" attached hereto and made a binding part hereof. The services of such sub-consultants shall be performed without additional cost to the COUNTY, other than those costs negotiated within the limits and terms of this Agreement. The CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. In addition, the CONSULTANT shall ensure that all sub-consultants comply with the duties and obligations imposed upon CONSULTANT by this Agreement, TA, and/or any amendments hereto, including but not limited to, licenses, insurance requirements, and standards of care.
- C. The CONSULTANT agrees to promptly replace any persons in its employ, including sub-consultant(s) or employees thereof, who were engaged by the CONSULTANT to perform professional services pursuant to this Agreement, if the COUNTY requests, with or without cause, that the individuals be stopped from performing professional services under this Agreement.

Article 6. INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless Osceola County, its officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and/or all other persons employed or utilized by the CONSULTANT in the performance of this Agreement, any TA, and/or any and all amendments hereto. Said indemnification and hold harmless actions shall not be limited by any insurance amounts required hereunder.

Article 7. NOT TO DIVULGE CERTAIN INFORMATION

During the term of this Agreement and forever thereafter, the CONSULTANT agrees not to divulge, furnish, or make available to any third party, without the written permission of the COUNTY, any non-public information, where such information has not been properly subpoenaed concerning the services rendered by the CONSULTANT.

Article 8. INDEPENDENT CONSULTANT

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONSULTANT, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONSULTANT will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONSULTANT's activities and responsibilities hereunder.

Article 9. TERMINATION

A. The COUNTY may terminate this Agreement and/or any TA, in whole or in part, at any time the interest of the COUNTY requires such termination, as set forth below:

1. If the COUNTY determines that the performance of the CONSULTANT is not satisfactory, the COUNTY may notify the CONSULTANT of the deficiency with the requirement that the deficiency be corrected within a specified time, which time shall not be less than ten days nor more than thirty (30) days. If the CONSULTANT fails to timely correct such deficiency, the Agreement may be terminated at the end of such time or at such later time as the COUNTY may determine.
2. If the CONSULTANT is placed in either voluntary or involuntary bankruptcy or if an assignment be made for the benefit of creditors.
3. If the COUNTY desires, at its discretion and for reasons other than unsatisfactory performance of the CONSULTANT, to terminate this Agreement and/or any TA, the COUNTY shall notify the CONSULTANT of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the Agreement and/or TA, is to be terminated. Such notice shall be given not less than thirty (30) days prior to the effective date of such termination.
4. If the Agreement and/or TA is terminated before performance is completed, the CONSULTANT shall be paid for all services satisfactorily performed. Payment is to be made on the basis of substantiated costs for each task or item of service in process at the time notice of such termination is given.

B. It is understood and agreed that upon termination of this Agreement and/or any TA, all

tracings, plans, specifications, maps, computer files, reports, and data of any kind whatsoever, prepared or obtained under this Agreement and/or TA shall immediately be turned over to the COUNTY.

Article 10. NON-ENTITLEMENT TO ANTICIPATED FEES

In the event the professional services to be performed under this Agreement are terminated, the CONSULTANT shall not be entitled to receive compensation for anticipated professional fees, profit, general and or administrative overhead expenses, or for any other anticipated income or expenses.

Article 11. CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The CONSULTANT further agrees that no person having any such conflict of interest shall be employed or engaged by the CONSULTANT for performance hereunder.

If the CONSULTANT, for itself and on behalf of its sub-consultants, is about to engage in the representation of another client, who it in good faith believes could result in a conflict of interest with the services being rendered pursuant to this Agreement, then the CONSULTANT shall promptly bring such potential conflict of interest to the COUNTY's attention in writing. The COUNTY will make a determination in a timely manner. Upon determination that there is a conflict of interest, the COUNTY will submit written notice of same to the CONSULTANT and the CONSULTANT shall decline the new representation. If the COUNTY determines that there is not any such conflict, then the COUNTY shall give its written consent to such representation. If the CONSULTANT accepts such a representation without obtaining the COUNTY's prior written consent, and if the COUNTY subsequently determines that there is a conflict of interest, the CONSULTANT agrees to promptly terminate such new representation. The CONSULTANT shall require each sub-consultant to comply with the provisions of this Section. Should the CONSULTANT fail to advise or notify the COUNTY, as provided herein above, of representation which may, or does, result in a conflict of interest, or should the CONSULTANT fail to discontinue such representation where a conflict is determined to exist, the COUNTY may consider such failure as justifiable cause to terminate this Agreement.

Article 12. ASSIGNMENT/TRANSFER

Any assignments or transfers of rights, benefits, or obligations hereunder shall only be allowed if approved as an amendment pursuant to Section 21.

Article 13. APPLICABLE LAW/VENUE

This Agreement shall be governed by the ordinances of Osceola County, the laws, rules, and regulations of the State of Florida, procedural and substantive, and applicable federal statutes, rules, and regulations. The venue for any and all litigation arising under this Agreement shall lie in Osceola County, Florida.

Article 14. WAIVER OF BREACH

Waiver by the COUNTY of a breach of any provision of this Agreement by the CONSULTANT 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 Agreement.

Article 15. INSURANCE COVERAGES

- A. The CONSULTANT shall not commence any work in connection with this Agreement until it has obtained the types of insurance, as specified hereunder, and such insurance has been approved by the COUNTY's Risk Management Department, nor shall the CONSULTANT allow any sub-consultant to commence work on its sub-contract until all similar insurance required of the sub-consultant has been so obtained and approved. All insurance policies shall be with insurers qualified and licensed to conduct business in the State of Florida.
- B. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONSULTANT and/or sub-consultant providing such insurance.
- C. **Workers' Compensation Insurance:** The CONSULTANT shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance in the amount of One Million Dollars (\$1,000,000.00) for all of its employees performing work pursuant to this Agreement, and in case any work is sub-contracted, the CONSULTANT shall require any and all sub-contractors to provide the same Workers' Compensation Insurance for all of their employees, unless such employees are protected by the coverage provided by the CONSULTANT. Such Insurance shall comply fully with Florida Workers' Compensation Law.
- D. **Professional Liability Coverage:** The CONSULTANT shall take out and maintain during the life of this Agreement, Professional Liability Coverage in the amount of One Million Dollars (\$1,000,000.00) for all of its employees performing work pursuant to this Agreement, and in case any work is sub-contracted, the CONSULTANT shall require any and all sub-contractors, where professional services are required, to provide Professional Liability Coverage in an amount sufficient for the services performed, but for an amount no less than One Million Dollars (\$1,000,000). The sub-contractors coverage shall provide coverage for all of the sub-contractors employees, unless such employees are protected by the coverage provided by the CONSULTANT.
- E. **Automobile Public Liability:** The CONSULTANT shall take out and maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance which shall protect it from claims for damage for personal injury, including accidental death, as well as claims for property damage, which may arise from operations under this Agreement whether such operations be by itself or by anyone directly or indirectly employed by it, and the amounts of such insurance shall be the minimum limits as follows:
 - (a) One Million Dollars (\$1,000,000) Combined Property Damage and Bodily Injury Single Limit

- F. **General Liability:** One Million Dollars (\$1,000,000) any single occurrence;
- (a) Damage to Rented Premises – Fifty thousand Dollars (\$50,000) any single occurrence
 - (b) Medical Expenses – Five Thousand Dollars (\$5,000) any one Person
 - (c) Personal & Advertising Injury – One Million Dollars (\$1,000,000)
- G. **General Aggregate:** One Million Dollars (\$1,000,000);
- H. **Excess/Umbrella Coverage:** One Million Dollars (\$1,000,000); and,
- I. **Products – Completed Operations Liability Aggregate:** One Million (\$1,000,000).
- J. The CONSULTANT shall maintain all such insurance certificates and related documentation as required under this Agreement. Failure of the CONSULTANT to maintain such certificates and documents and submit proof of same to the COUNTY within fifteen (15) calendar days from the date of execution of this Agreement shall be considered cause for the COUNTY to cancel this Agreement and rescind its action to engage the CONSULTANT. Before the COUNTY shall provide the CONSULTANT with a Task Authorization, and before the CONSULTANT shall commence any service or work under this Agreement, the CONSULTANT shall obtain and maintain insurance coverage of the types stated herein.
- K. Each Certificate of Insurance shall be submitted to the COUNTY in triplicate.
- L. Each Certificate of Insurance shall specifically include all of the following:
- (a) The name and type of policy and coverage provided;
 - (b) The amount or limit applicable to the coverage provided;
 - (c) The date of expiration of coverage;
 - (d) The designation of the Osceola County Board of County Commissioners as an additional insured;
 - (e) A specific reference to this Agreement and the Project to which it pertains. (This requirement may be excepted for Professional Liability Insurance);
- M. Each Certificate of Insurance shall be accompanied by documentation that is acceptable to the COUNTY, establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of the insurance company, underwriting the insurance coverage, as indicated on each Certificate of Insurance.
- N. If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the CONSULTANT shall furnish to the COUNTY, in triplicate, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the CONSULTANT to provide the COUNTY with such renewal certificate(s) shall be considered justification for the COUNTY to terminate this Agreement.

Article 16. DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

The duties and obligations imposed on the CONSULTANT, and the rights and remedies

available hereunder shall be in addition to, and not a limitation on, any such duties and obligations or rights and remedies otherwise imposed or available by law or statute.

Article 17. REPRESENTATION OF THE COUNTY

The CONSULTANT, in performing the professional services required pursuant to this Agreement, TA and/or any Amendment(s) hereto, shall only represent the COUNTY in the manner, and to the extent, as specifically set forth in this Agreement, TA and/or any Amendment(s) hereto.

The COUNTY will neither assume nor accept any obligation, commitment, responsibility, or liability which may result from a representation by the CONSULTANT which is not specifically provided for and or authorized by this Agreement, TA and/or any Amendment(s) hereto.

Article 18. HEADINGS

The HEADINGS of any Articles, Sections, and/or Attachments, to this Agreement, are for convenience only and shall not be deemed to expand, limit, or change any of the provisions contained herein.

Article 19. NOTICE AND ADDRESS OF RECORD

All notice to the COUNTY, pursuant to this Agreement, shall be made in writing and shall be delivered through the United States Postal Service, first class mail, postage prepaid and addressed to the following address of record:

Osceola County Board of County Commissioners
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741
ATTENTION: COUNTY MANAGER

All notices to be given to the CONSULTANT, pursuant to this Agreement, shall be made in writing and shall be delivered through the United States Postal Service, first class mail, postage prepaid and addressed to the following address of record:

ZHA Incorporated
601 North Magnolia Avenue, Suite 100,
Orlando, Florida 32801
ATTENTION: Frederick J. Mellin Jr.

Article 20. CHANGE OF ADDRESS OF RECORD

Either party may change its address of record, at any time, by written notice to the other party given in accordance with the requirements as set forth in Section 19 above.

Article 21. AMENDMENTS

The covenants, terms, and provisions contained herein may be amended, altered, and/or modified upon written consent of the parties hereto. In the event of conflicts between the

covenants, terms, and/or provisions hereof, and any Amendment(s) hereto, the latest executed Amendment(s) shall take precedence.

Article 22. ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties hereto, in the space provided, and be attested to as indicated hereafter.

Article 23. PUBLIC ENTITY CRIMES

As required by section 287.133, Florida Statutes, the CONSULTANT warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty six (36) months. The CONSULTANT further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or sub-consultant in connection with this Agreement for a period of thirty six (36) months from the date of being placed on the convicted contractor list.

Article 24. EQUAL OPPORTUNITY EMPLOYER

The CONSULTANT is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONSULTANT will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

Article 25. SEVERABILITY

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

Article 26. JOINT AUTHORSHIP

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

Article 27. AUDITING, RECORDS AND INSPECTION

In the performance of this Agreement, CONSULTANT shall keep books, records and accounts of all activities, related to this Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by CONSULTANT, for a period of three years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the three-year retention period. All

books, records and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether CONSULTANT has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon its findings in this audit.

Article 28. PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this agreement and that he/she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

Article 29. SOVEREIGN IMMUNITY

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

Article 30. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Article 31. PUBLIC RECORDS COMPLIANCE.**A. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:**

Public Information Office
1 Courthouse Square, Suite 3100
Kissimmee, Florida 34741
407-742-0100
BCCPIO@osceola.org

- B.** The CONSULTANT understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR will act on behalf of the COUNTY, as provided under section 119.011(2), Florida Statutes, the CONSULTANT, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:
1. Keep and maintain public records required by the COUNTY to perform the service.
 2. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the COUNTY.
 4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining

public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the county.

5. If the CONSULTANT does not comply with a public records request, the COUNTY shall enforce the contract provisions in accordance with the contract.

Article 32. SCRUTINIZED COMPANIES AGREEMENT TERMINATION CLAUSE

The Agreement may be terminated by the COUNTY, without penalty to the COUNTY, i) in the event that CONSULTANT is put on the scrutinized companies list enumerated in Section 287.135, Florida Statutes, or ii) if the COUNTY determines that CONSULTANT falsely certified to the COUNTY that CONSULTANT is not listed as a scrutinized company. Exemptions and additional penalties shall be as set forth in Section 287.135, Florida Statutes. Certification is set forth in Exhibit "E", which is attached hereto and made a binding part hereof.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the later of the dates that each party signed this Agreement.

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

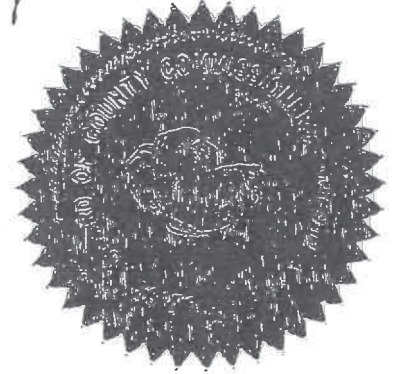
By: [Signature]
Chair / Vice Chair

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By: Debra A Davis
Clerk/ Deputy Clerk of the Board

As authorized for execution at the Board of
County Commissioners meeting of:

October 07, 2019



ZHA INCORPORATED

(CORPORATE SEAL)

By: [Signature]
Authorized Signature

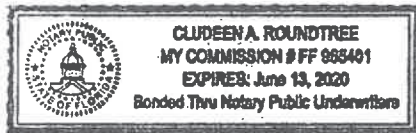
Print: FREDERICK J. MANN, JR.

Title: PRESIDENT / CEO

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was executed before me this 16 day of SEPTEMBER, 2019 by FREDERICK J. MANN, JR. as PRESIDENT / CEO of ZHA Incorporated who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp)



Cludeen A. Roundtree
NOTARY PUBLIC, State of FLORIDA

DATE: SEPTEMBER 16, 2019

EXHIBIT "A"

SCOPE OF SERVICES

A. Scope of Services:

The scope of required services under the proposed contracts will include, but not be limited to, the services as described below.

PRECONSTRUCTION PHASE-

The Owner's Representative work shall include, but not be limited to, the following tasks:

1. Facilitate cooperation and communications among all parties associated with the project, providing full information in a timely manner.
2. Participate in project meetings.
3. Review Architectural/Engineering plans, specifications and construction documents for consistency and coordination of technical disciplines.
4. Participate in reviews of design documents for conformance with project scope, budget, and construction phase.
5. Review and make recommendations regarding construction bid packaging to facilitate an effective construction process.
6. Review and monitor architectural/engineering design schedules to ensure adequate progress is being achieved to attain project objectives.
7. Review and monitor project budgets, recommend actions as required to maintain established project budget.
8. Develop cost estimates as requested by the County.
9. Review and recommend payment of Architect/Engineer invoices based on progress and overall accomplishment.
10. Assist the County in evaluating contract changes, modifications, and change orders submitted by the Architect/Engineer.
11. Interface, as directed by the County, with user groups, local governments, and business associations to inform parties of plans and progress of design and/or proposed construction activities.
12. Assist the County, Architect and/or Engineer in obtaining the required permits and approvals, if necessary.
13. Assist the County in establishing milestones for project completion and associated activities.
14. Assist the County in developing preconstruction conference checklists.
15. Assist the County in LEED certification processing when necessary and appropriate.
16. ***For traditional Contractor delivery method:***
 - a. Review and make recommendations, as required, regarding the Contractor's construction plan for the facility.
 - b. Facilitate cooperation among Architect/Engineer, Contractor, and the County to expedite delivery of facilities.
 - c. Review and make recommendations, as required, of Contractor's proposed staging and safety program.
 - d. Review and make recommendations, as required, of Contractor's proposed Schedule of Values breakdown.
 - e. Coordinate activities of the Owner, Architect/Engineer, and Contractor.
17. ***For Construction Management delivery method:***
 - a. Review and make recommendations, as required, regarding the Construction

- Manager's construction plan for the facility.
 - b. Review and make recommendations regarding the Construction Manager's proposed construction sequencing schedule and bid packages, including review of proposed suppliers and subcontractors.
 - c. Assist the County in establishing basis for the Guaranteed Maximum Price (GMP) contract with the Construction Manager.
 - d. Reconcile cost estimates and assist the County in negotiations with the Construction Manager and their GMP.
 - e. Facilitate cooperation among Architect/Engineer, Construction Manager, and the County to expedite delivery of facilities.
 - f. Review and make recommendations, as required, of Contractor's proposed staging and safety program.
 - g. Review and make recommendations, as required, of Construction Manager's proposed schedule of values/trade payment breakdown and method of payment.
 - h. Coordinate activities of the Owner, Architect/Engineer and Construction Manager.
18. Provide additional related services as deemed appropriate by the County.

CONSTRUCTION PHASE--

The Owner's Representative work shall include, but not be limited to, the following tasks:

1. Provide periodic construction oversight of the project to review progress.
2. Monitor construction work for Contractor/Construction Manager compliance with contract and construction documents.
3. Participate in periodic Contractor/Construction Manager construction planning meetings.
4. Assist the County and the Architect/Engineer in monitoring the processing of shop drawings to ensure that it follows the schedule submitted by the Contractor/Construction Manager and that the Architect/Engineer reviews shop drawings in a timely manner.
5. Assist the County and the Architect/Engineer in securing building and environmental permits and approvals for construction.
6. Assist the County in reviewing the daily quality control inspection reports to ensure all tests required by the plans and specifications are performed.
7. Assist the County in determining the extent of hazardous materials within a job site, perimeter and the development of actions to be taken regarding disposal.
8. Assist the County in determining if the Contractor/Construction Manager has contacted all affected utilities with sufficient forewarning and arranged for inspection and acceptance of construction work and coordinated utility outages, closures, changeovers, disconnects, reconnects, etc.
9. Assist the County in ensuring all building department inspections are conducted in a timely and efficient manner.
10. Recommend rejection of all construction work or materials that do not comply with the contract requirements.
11. Review and approve materials and equipment that are under an allowance to avoid delays in work.
12. Recommend to the County, Architect and/or Engineer issuance of Notices of Non-Compliance to the Contractor/Construction Manager to correct non-

- conforming and/or defective work.
13. Recommend to the County, Architect and/or Engineer, as required, corrective actions to be ordered in writing if the Contractor/Construction Manager fails to promptly remove, correct, or replace rejected construction work or materials.
 14. Interface, as directed by the County, with user groups, local governments, business associations, etc., to inform participants of upcoming construction activities.
 15. Monitor Contractor/Construction Manager's construction schedule.
 16. Analyze construction progress vs. Contractor/Construction Manager's proposed invoice and make recommendation of payment to the Contractor/Construction Manager.
 17. Review and recommend actions to the County on proposed design and construction changes to assess impact on project budget.
 18. Review, evaluate, and make recommendations to the County, as required, on Contract modifications and change orders.
 19. Develop cost estimates as requested by the County.
 20. Maintain required records, photographs, files, and reports for the construction history of the project.
 21. Assist the County, Architect/Engineer, and Contractor/Construction Manager in preparation and review of punch lists and pre-final and final inspection of the work. Monitor performance of punch list work.
 22. Assist the County in assembly and transmittal of as-built documents, record drawings, manuals, and warranties.
 23. Clarify expected level of completion with Contractor/Construction Manager prior to pre-final, final inspection, and final acceptance.
 24. Coordinate final inspection, final acceptance.
 25. Coordinate turnover of project.
 26. Monitor Furniture, Fixtures and Equipment (FF& E) plan, purchase and installation, and monitor user moves.
 27. Turn over all Consultant-generated, project-related equipment, inventories, etc. to the County in closeout activities.
 28. Provide other services as deemed appropriate by the County.

B. Maximum Task Authorization Value

Maximum total for any individual Task Authorization shall not exceed \$250,000.00.

C. Task Authorization Procedure

This section briefly describes the expected process to be used to request work from the successful proposers.

1. County identifies the services that needs to be performed.
2. County issues a generally worded scope of work outlining the necessary improvement for a specific project to the construction manager to obtain pricing to complete the project.
3. Construction Manager drafts price proposal and submits to County for review. This proposal shall include the following:
4. Brief description of the work to be performed.
5. Labor costs for each of the major elements of work. Total cost of project.
6. List of sub-contractors.

7. Signed statement confirming that the Construction Manager has visited the site prior to preparing the estimate and is thoroughly familiar with the site and the scope of work.
8. Number of calendar days required to complete the work after County authorization. It is the responsibility of the construction manager to ensure that he has all the information necessary to prepare the estimate.
9. The completed cost proposal shall be signed and dated by the construction manager and returned to the County for review within ten (10) working days of request.
10. Upon review of all proposals received, the County will assign the project by issuing a Task Authorization.
11. The County's review and approval of the cost estimate shall become the sole price for each Task Authorization awarded. The County will only consider change orders in extreme cases.
12. A typical Task Authorization shall include the following:
 13. Sequential Tracking Number
 14. Description of the work to be performed
 15. Special Conditions (if applicable)
 16. Identification of all sub-contractors to be used (subject to County approval)
 17. Milestone Schedule and date of Completion
 18. Pertinent Attachments
19. Issuance by the County of a Purchase Order after the Task Authorization has been signed by both parties shall constitute the Notice to Proceed. The Construction Manager shall commence work no later than ten (10) working days after receipt of a Purchase Order.
20. The successful Construction Manager may subcontract up to 59% of the work value for each project and shall comply with statutory requirements regarding payment to sub-contractors.
21. The Construction Manager shall control all work.
22. If, in the County's opinion, the Construction Manager has been found to submit excessive pricing for any element of the task assigned which cannot be justified, the County may select an alternate Construction Manager for the work. If the Construction Manager has been found, in the County's opinion, to submit excessive pricing for work elements that cannot adequately be justified on a repeated basis, the County reserves the right to suspend the Construction Manager from the pre-qualified list.

EXHIBIT "B"**SAMPLE TASK AUTHORIZATION FORM****TASK AUTHORIZATION ORDER FORM****Osceola County
Task Authorization**

In accordance with the terms and conditions of the Agreement
ref.: RFP-19-10874-VJ, dated XX-XX-XXXX, the parties
hereto agree to perform the work itemized below.

County Project Manager:

Date:

Number:

Consultant:

Consultant Project Manager:

NOTE: THE CONTRACTOR/CONSULTANT MAY NOT BEGIN WORK UNTIL A SIGNED PURCHASE ORDER IS DELIVERD TO THE CONSULTANT.

Summary of Work to be Completed by the Contractor/Consultant**Each Task Authorization package shall include:**

Attachment A - Scope of Work

Attachment B- Price Breakdown

Attachment C - Schedule

Attachment D – Sub-Consultants

Recommended By:

Department Administrator or delegate

Date:

Reviewed By:

County Attorney or delegate

(for projects in excess of \$50,000)

Date:

Reviewed By:

Commission Auditor or delegate

(for projects in excess of \$100,000)

Date:

Contractor/Consultant Approved**County Manager or Delegate Approval**

Name (print)

Name (print)

Signature:

Signature:

Date:

Date:

TA REVIEW AND APPROVAL PROCESS

1. The COUNTY will request written proposals from the OWNER REPRESENTATIVE(s) for each individual project. The task authorization form will include a summary of the proposed project, identifying the proposed project manager and shall include the following attachments at a minimum: Attachment A – Scope of Work, Attachment B – Price Breakdown, Attachment C – Schedule and Attachment D – Sub-Contractor.
2. Projects will be assigned to the individual firms based on current workload, schedule, availability and expertise, in the COUNTY'S sole discretion. Individual TA's shall not exceed \$250,000 in value.
3. The OWNER REPRESENTATIVE will perform and provide general owner's representative and project management services on a Task Authorization basis to include but not limited to:
 - a. A detailed description of work to be performed;
 - b. Total cost of proposal;
 - c. Signed statement confirming that the contractor(s) has visited the site prior to preparing the estimate and is thoroughly familiar with the site and the scope of work;
 - d. Number of calendar days required to complete the work after the County's Authorization.
 - e. Signed, dated, and completed cost proposal returned to the County for review within ten (10) working days of request;
 - f. Tracking number;
 - g. Special conditions (if applicable)
 - h. Milestone Schedule and date of Completion
 - i. Pertinent Attachments; and,
 - j. Associated work as necessary for the completion of the assigned Task Authorization.

Exhibit "C"
FEE SCHEDULE

Description	Unit	Unit Price
Project Executive/Principal	Hourly	\$ 175.00
Project Manager – DESIGN	Hourly	\$ 150.00
Project Manager – CONSTRUCTION	Hourly	\$ 160.00
Planner	Hourly	\$ 130.00
Graphic Specialist	Hourly	\$ 95.00
Senior Inspector	Hourly	\$ 115.00
Inspector	Hourly	\$ 100.00
Clerical	Hourly	\$ 65.00

Billing rates in the above tables are "loaded" hourly rates and include all overhead, costs, benefits per hourly unit rate.

Direct expenses which may incur in the completion of work tasks, including printing, binding, courier services, etc., and as approved in any individual Task Authorization, shall be reimbursed at actual cost.

Exhibit "D"

LIST OF SUB-CONSULTANTS

Exhibit "E"
Contractor Certification Regarding Scrutinized Companies
(Contracts of \$1,000,000.00 or more)

Contractor/Consultant Name: ZHA INCORPORATED
Contractor/Consultant FEIN: 59-2340397
Contractor/Consultant's Authorized Representative Name and Title:
FREDERICK J. MELLIN, JR., PRESIDENT / CEO
Address: 601 N. MAGNOLIA AVE STE 100
City: ORLANDO State: FLORIDA Zip: 32801
Phone Number: 407 422 7487 x 210
Email Address: RICK.MELLIN@ZHAINTL.COM

Section 287.135, Florida Statutes, prohibits local governments from contracting with companies, for goods or services of One Million and 00/100 Dollars (\$1,000,000.00) or more that are on the Scrutinized Companies Lists enumerated in Section 287.135, Florida Statutes.

As the person authorized to sign on behalf of the Respondent/Contractor, I hereby certify that the company identified above in the section entitled "Respondent/Contractor Name" is not listed on the Scrutinized Companies Lists. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the Respondent/Contractor to termination of the Agreement, civil penalties, attorney's fees, and/or costs.

CERTIFIED BY: [Signature] Date: 16 SEPT. 2019
Authorized Signature
Print Name: FREDERICK J. MELLIN, JR.
Print Title: PRESIDENT / CEO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/3/2019

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

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

PRODUCER
Sihle Insurance Group, Inc.
1021 Douglas Ave.
Altamonte Springs FL 32714

CONTACT NAME: Certificate Dept.

PHONE (A/C, No, Ext): 407-869-0962

FAX (A/C, No): 407-774-0936

E-MAIL ADDRESS: Certificates@sihle.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Valley Forge Insurance Co.

20508

INSURER B : Continental Casualty

20443

INSURER C : Technology Insurance Company

42376

INSURER D : LANDMARK AMER INS CO

33138

INSURER E :

INSURER F :

INSURED
ZHA Incorporated
601 N Magnolia Ave #100
Orlando FL 32801

ZHAINCO-01

COVERAGES

CERTIFICATE NUMBER: 586539154

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 ☐ PROJECT ☐ LOC OTHER:	Y		B6045383187	9/5/2019	9/5/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			B6045383187	9/5/2019	9/5/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			6045382704	9/5/2019	9/5/2020	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
C	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	TWC3784720	4/1/2019	4/1/2020	☒ 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
D	Professional Liability			LHR772735	11/2/2018	11/2/2019	Each Claim Aggregate \$1,000,000 \$1,000,000

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

RE: C-19-0692-CJ

Osceola County Board of County Commissioners is included as Additional Insured with respect to General Liability when required by written contract.

30-Day Notice of Cancellation shall be provided with respect to General Liability (Umbrella policy follows form).

CERTIFICATE HOLDER

CANCELLATION

Osceola County Board of
County Commissioners
c/o Director of Human Resources
1 Courthouse Square, Ste.4200
Kissimmee FL 34741

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

AUTHORIZED REPRESENTATIVE

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Florida Department of State

DIVISION OF CORPORATIONS

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /**Detail by Entity Name**

Florida Profit Corporation

ZHA INCORPORATED

Filing Information

Document Number	G53460
FEI/EIN Number	59-2340397
Date Filed	08/10/1983
Effective Date	08/05/1983
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	02/28/1991
Event Effective Date	NONE

Principal Address

601 N. MAGNOLIA AVENUE
SUITE #100
ORLANDO, FL 32801

Changed: 02/24/2014

Mailing Address

601 N. MAGNOLIA AVENUE
SUITE #100
ORLANDO, FL 32801

Changed: 02/24/2014

Registered Agent Name & Address

JUSTICE, III, THOMAS HP.A.
349 WYMORE ROAD NORTH
SUITE 107
MAITLAND, FL 32751

Name Changed: 03/22/2007

Address Changed: 03/22/2007

Officer/Director Detail**Name & Address**

Title Treasurer

BROOKS, ANDREW L
601 N. MAGNOLIA AVENUE
SUITE #100
ORLANDO, FL 32801

Title President

MELLIN, FREDERICK J
601 N. MAGNOLIA AVENUE
SUITE #100
ORLANDO, FL 32801

Title VP

BROSTROM, DARREL J
601 N. MAGNOLIA AVENUE
SUITE #100
ORLANDO, FL 32801

Title Corporate Secretary

ROBY, WENDY A
601 N. MAGNOLIA AVENUE
SUITE #100
ORLANDO, FL 32801

Annual Reports

Report Year	Filed Date
2017	01/10/2017
2018	01/25/2018
2019	02/14/2019

Document Images

02/14/2019 -- ANNUAL REPORT	View image in PDF format
01/25/2018 -- ANNUAL REPORT	View image in PDF format
01/10/2017 -- ANNUAL REPORT	View image in PDF format
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02/24/2014 -- ANNUAL REPORT	View image in PDF format
06/10/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
02/13/2013 -- ANNUAL REPORT	View image in PDF format
03/13/2012 -- ANNUAL REPORT	View image in PDF format
04/11/2011 -- ANNUAL REPORT	View image in PDF format
03/26/2010 -- ANNUAL REPORT	View image in PDF format
02/09/2009 -- ANNUAL REPORT	View image in PDF format
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03/22/2007 -- ANNUAL REPORT	View image in PDF format
05/02/2006 -- ANNUAL REPORT	View image in PDF format

02/28/2005 -- ANNUAL REPORT	View image in PDF format
04/30/2004 -- ANNUAL REPORT	View image in PDF format
01/24/2003 -- ANNUAL REPORT	View image in PDF format
02/01/2002 -- ANNUAL REPORT	View image in PDF format
01/26/2001 -- ANNUAL REPORT	View image in PDF format
01/20/2000 -- ANNUAL REPORT	View image in PDF format
02/19/1999 -- ANNUAL REPORT	View image in PDF format
04/22/1998 -- Reg. Agent Change	View image in PDF format
01/27/1998 -- ANNUAL REPORT	View image in PDF format
04/25/1997 -- ANNUAL REPORT	View image in PDF format
04/08/1996 -- ANNUAL REPORT	View image in PDF format
04/13/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

Exhibit A - Osceola County RFP 19-10874-VJ agreement with ZHA-Construction Management & Owner Services

RFP-19-10874-VJ	Due Date & Time: Tuesday, June 25, 2019 at 2:00 PM	Advertised Date: Sunday, May 19, 2019 and Thursday, May 23, 2019
Procurement Analyst: Valentina Johnson Email: valentina.johnson@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title: Owner's Representative Services on a Task Authorization Basis for Community Development Projects		



Request for Proposals
 Osceola County Board of County Commissioners
 Procurement Services Office
 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741
 Phone (407) 742-0900 Fax (407) 742-0901



To: All Prospective Proposers
 From: Valentina Johnson
 Subject: RFP-19-10874-VJ Owners Representative Services for Community Development Projects.
 Date: May 12, 2019

Dear Potential Proposer:

Osceola County Government, an Equal Employment Opportunity (EEO) employer, does hereby announce that it is accepting written proposals from all qualified firms or individuals interested in providing the services generally described herein and as specified in the "Scope of Services" of this Request for Proposals (RFP) document. The successful proposer(s) must demonstrate by his/hers qualifications, experience, availability, approach and work plan that he/she will best serve the overall needs of Osceola County.

If you are interested in preparing a response to this RFP, please read requirements carefully and complete the proposal in the manner as set forth in this RFP document. Your response is considered a binding offer to perform in the manner described in the proposal response and shall remain a firm offer for a period not to exceed one hundred eighty (180) days from public opening. Also please be aware that, under the competitive proposal process, the stipulations set forth herein are fully binding on the proposer to the extent that you confirm acceptance by your signature on Attachment "F".

There will be no pre-proposal conference held for this project. Questions regarding this solicitation must be received in writing at the address above no later than Monday, June 10, 2019 at 5:00 PM, Local Time. Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to the Osceola County VendorLink site; <https://vendorlink.osceola.org>. You may also access VendorLink by using the link located on the Procurement Services section page of www.osceola.org.

All proposers are advised that under chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

Osceola County welcomes your response to this RFP document. Proposals should be prepared in accordance with the RFP instructions and will be evaluated by Osceola County as stated in the evaluation section of this document. Osceola County reserves the right to waive any formalities, to reject any or all proposals or to re-advertise for proposals for these services. Osceola County may withdraw all or part of this RFP at any time to protect the interests of the County. All proposers are asked to be thorough yet concise in their response. Failure to provide the response in the manner prescribed herein may be grounds for disqualification.

Thank you for your interest in doing business with Osceola County.

Procurement Services Office

Exhibit A -Osceola County RFP 19-10874-VJ agreement with ZHA-Construction Management & Owner Services

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TABLE OF CONTENTS

SECTION	TITLE	PAGE NO.
I	Overview of Project	3
II	Scope of Services and Technical Requirements	4
III	General Instructions	6
IV	Proposal Schedule	9
V	Proposal Response, Criteria, and Evaluation Point Values	9
VI	Evaluation Process	11
VII	General Terms and Conditions	13

ATTACHMENT	TITLE	PAGE NO.
A	Statement of "No Proposal Submittal"	19
B	Insurance Requirements	20
C	Public Entity Crimes Statement	22
D	Conflict of Interest Statement	24
E	Drug-Free Workplace Certification	25
F	Price Proposal and Acceptance of Proposal Terms and Conditions	26
G	Proposed Schedule of Subcontractor Participation	28
H	Addendum Acknowledgment	29
I	Articles of Incorporation / Corporate Documents	30
J	Vendor Demographics Survey	31
K	IRS W-9 Form	32
L	Contractor Certification Scrutinized Companies	33
M	Solicitation Response Identification Label	34
Exhibit "A"	Task Authorization Review and Approval Process	35
Exhibit "B"	Task Authorization Order Form	36

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Section I. Overview of Project.**A. Intent.**

It is the intent of this solicitation to engage one or more qualified firms to perform as Owner's Representative by providing general consulting, advisory, management and owner's representative services during the design and construction of projects designated by Osceola County on a Task Authorization basis. During the Preconstruction Phase, the Owner's Representative will assist in implementation of design, scheduling and value engineering as described in Section II. During the Construction Phase, the Owner's Representative will assist in oversight of construction-related activities as described in Section II.

The selected firm/agency/company, including partnerships and joint ventures, shall remain ineligible to compete for the design and or construction of any improvement projects associated with the management services to be performed under this agreement and as described herein.

Construction Manager at Risk firms currently under engagement by the County are ineligible to compete for the services in this Request for Proposals as this would present a conflict of interest.

B. Background.

Osceola County, Florida was created in 1887. Osceola County is a 1,506 square mile area that serves as the south/central boundary of the Central Florida Region and the Greater Metropolitan Area. The City of Kissimmee, the County Seat, is 18 miles due south of Orlando. Osceola's other incorporated City, Saint Cloud, is 9 miles east of Kissimmee, and approximately 45 miles west of the City of Melbourne on the Atlantic Coast.

An urban and urbanizing area in the northwest quadrant of the County dominates Osceola County's geography. This area is adjoining to Polk and Orange County and includes most of Osceola's population. It includes the incorporated areas of Kissimmee and Saint Cloud, the unincorporated communities of Poinciana and Buenaventura Lakes, and subdivisions ranging from Narcoossee in the northeast to Campbell City and Intercession City in the southwest to Deer Run and the Saint Cloud Manor areas in the south.

C. Term of Agreement.

It is anticipated an Agreement will be awarded for a three (3) year term to begin upon approval and execution by the County; with the opportunity for additional one (1) year renewal periods when in the best interest of the County. Total contract length, including all renewals shall not exceed five (5) years. The decision to renew or extend the contract shall be at the discretion of the County. The successful proposer(s) shall be required to review the Owners Representative Services with the County on a semi-annual basis.

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Exhibit A - Osceola County RFP 19-10874-VJ agreement with ZHA-Construction Management & Owner Services

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Title: Owner's Representative Services on a Task Authorization Basis for Community Development Projects		

Section II. Scope of Services and Technical Requirements.**A. Scope of Services.**

The Osceola County Board of County Commissioners intends to engage the services of one or more firms that are deemed most qualified, responsible, and responsive to this request. The scope of required services under the proposed contracts will include, but not be limited to, the services as described below.

PRECONSTRUCTION PHASE-

The Owner's Representative work shall include, but not be limited to, the following tasks:

1. Facilitate cooperation and communications among all parties associated with the project, providing full information in a timely manner.
2. Participate in project meetings.
3. Review Architectural/Engineering plans, specifications and construction documents for consistency and coordination of technical disciplines.
4. Participate in reviews of design documents for conformance with project scope, budget, and construction phase.
5. Review and make recommendations regarding construction bid packaging to facilitate an effective construction process.
6. Review and monitor architectural/engineering design schedules to ensure adequate progress is being achieved to attain project objectives.
7. Review and monitor project budgets, recommend actions as required to maintain established project budget.
8. Develop cost estimates as requested by the County.
9. Review and recommend payment of Architect/Engineer invoices based on progress and overall accomplishment.
10. Assist the County in evaluating contract changes, modifications, and change orders submitted by the Architect/Engineer.
11. Interface, as directed by the County, with user groups, local governments, and business associations to inform parties of plans and progress of design and/or proposed construction activities.
12. Assist the County, Architect and/or Engineer in obtaining the required permits and approvals, if necessary.
13. Assist the County in establishing milestones for project completion and associated activities.
14. Assist the County in developing preconstruction conference checklists.
15. Assist the County in LEED certification processing when necessary and appropriate.
16. **For traditional Contractor delivery method:**
 - a. Review and make recommendations, as required, regarding the Contractor's construction plan for the facility.
 - b. Facilitate cooperation among Architect/Engineer, Contractor, and the County to expedite delivery of facilities.
 - c. Review and make recommendations, as required, of Contractor's proposed staging and safety program.
 - d. Review and make recommendations, as required, of Contractor's proposed Schedule of Values breakdown.
 - e. Coordinate activities of the Owner, Architect/Engineer, and Contractor.
17. **For Construction Management delivery method:**
 - a. Review and make recommendations, as required, regarding the Construction Manager's construction plan for the facility.
 - b. Review and make recommendations regarding the Construction Manager's proposed construction sequencing schedule and bid packages, including review of proposed suppliers and subcontractors.
 - c. Assist the County in establishing basis for the Guaranteed Maximum Price (GMP) contract with the Construction Manager.
 - d. Reconcile cost estimates and assist the County in negotiations with the Construction Manager and their GMP.
 - e. Facilitate cooperation among Architect/Engineer, Construction Manager, and the County to expedite delivery of facilities.
 - f. Review and make recommendations, as required, of Contractor's proposed staging and safety program.
 - g. Review and make recommendations, as required, of Construction Manager's proposed schedule of values/trade payment breakdown and method of payment.
 - h. Coordinate activities of the Owner, Architect/Engineer and Construction Manager.

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18. Provide additional related services as deemed appropriate by the County.

CONSTRUCTION PHASE--

The Owner's Representative work shall include, but not be limited to, the following tasks:

1. Provide periodic construction oversight of the project to review progress.
2. Monitor construction work for Contractor/Construction Manager compliance with contract and construction documents.
3. Participate in periodic Contractor/Construction Manager construction planning meetings.
4. Assist the County and the Architect/Engineer in monitoring the processing of shop drawings to ensure that it follows the schedule submitted by the Contractor/Construction Manager and that the Architect/Engineer reviews shop drawings in a timely manner.
5. Assist the County and the Architect/Engineer in securing building and environmental permits and approvals for construction.
6. Assist the County in reviewing the daily quality control inspection reports to ensure all tests required by the plans and specifications are performed.
7. Assist the County in determining the extent of hazardous materials within a job site, perimeter and the development of actions to be taken regarding disposal.
8. Assist the County in determining if the Contractor/Construction Manager has contacted all affected utilities with sufficient forewarning and arranged for inspection and acceptance of construction work and coordinated utility outages, closures, changeovers, disconnects, reconnects, etc.
9. Assist the County in ensuring all building department inspections are conducted in a timely and efficient manner.
10. Recommend rejection of all construction work or materials that do not comply with the contract requirements.
11. Review and approve materials and equipment that are under an allowance to avoid delays in work.
12. Recommend to the County, Architect and/or Engineer issuance of Notices of Non-Compliance to the Contractor/Construction Manager to correct non-conforming and/or defective work.
13. Recommend to the County, Architect and/or Engineer, as required, corrective actions to be ordered in writing if the Contractor/Construction Manager fails to promptly remove, correct, or replace rejected construction work or materials.
14. Interface, as directed by the County, with user groups, local governments, business associations, etc., to inform participants of upcoming construction activities.
15. Monitor Contractor/Construction Manager's construction schedule.
16. Analyze construction progress vs. Contractor/Construction Manager's proposed invoice and make recommendation of payment to the Contractor/Construction Manager.
17. Review and recommend actions to the County on proposed design and construction changes to assess impact on project budget.
18. Review, evaluate, and make recommendations to the County, as required, on Contract modifications and change orders.
19. Develop cost estimates as requested by the County.
20. Maintain required records, photographs, files, and reports for the construction history of the project.
21. Assist the County, Architect/Engineer, and Contractor/Construction Manager in preparation and review of punch lists and pre-final and final inspection of the work. Monitor performance of punch list work.
22. Assist the County in assembly and transmittal of as-built documents, record drawings, manuals, and warranties.
23. Clarify expected level of completion with Contractor/Construction Manager prior to pre-final, final inspection, and final acceptance.
24. Coordinate final inspection, final acceptance.
25. Coordinate turnover of project.
26. Monitor Furniture, Fixtures and Equipment (FF& E) plan, purchase and installation, and monitor user moves.
27. Turn over all Consultant-generated, project-related equipment, inventories, etc. to the County in closeout activities.
28. Provide other services as deemed appropriate by the County.

- B. Maximum Task Authorization Value.** Maximum total for any individual Task Authorization shall not exceed \$250,000.00.

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C. Task Authorization Procedure: This section briefly describes the expected process to be used to request work from the successful proposers.

1. County identifies the services that needs to be performed.
2. County issues a generally worded scope of work outlining the necessary improvement for a specific project to the construction manager to obtain pricing to complete the project.
3. Construction Manager drafts price proposal and submits to County for review. This proposal shall include the following:
 - a. Brief description of the work to be performed.
 - b. Labor costs for each of the major elements of work. Total cost of project.
 - c. List of sub-contractors.
 - d. Signed statement confirming that the Construction Manager has visited the site prior to preparing the estimate and is thoroughly familiar with the site and the scope of work.
 - e. Number of calendar days required to complete the work after County authorization. It is the responsibility of the construction manager to ensure that he has all the information necessary to prepare the estimate.
 - f. The completed cost proposal shall be signed and dated by the construction manager and returned to the County for review within ten (10) working days of request.
 - g. Upon review of all proposals received, the County will assign the project by issuing a Task Authorization.
4. The County's review and approval of the cost estimate shall become the sole price for each Task Authorization awarded. The County will only consider change orders in extreme cases.
5. A typical Task Authorization shall include the following:
 - a. Sequential Tracking Number
 - b. Description of the work to be performed
 - c. Special Conditions (if applicable)
 - d. Identification of all sub-contractors to be used (subject to County approval)
 - e. Milestone Schedule and date of Completion
 - f. Pertinent Attachments
6. Issuance by the County of a Purchase Order after the Task Authorization has been signed by both parties shall constitute the Notice to Proceed. The Construction Manager shall commence work no later than ten (10) working days after receipt of a Purchase Order.
7. The successful Construction Manager may subcontract up to 59% of the work value for each project and shall comply with statutory requirements regarding payment to sub-contractors.
8. The Construction Manager shall control all work.
9. If, in the County's opinion, the Construction Manager has been found to submit excessive pricing for any element of the task assigned which cannot be justified, the County may select an alternate Construction Manager for the work. If the Construction Manager has been found, in the County's opinion, to submit excessive pricing for work elements that cannot adequately be justified on a repeated basis, the County reserves the right to suspend the Construction Manager from the pre-qualified list.

Section III. General Instructions for Proposal Preparation and Delivery.

A. Requesting the Solicitation Document.

The RFP documents are available on-line at no charge via the Osceola County VendorLink site: <https://vendorlink.osceola.org>. **Register as a vendor to download the solicitation documents.** You may also download the solicitation documents via the link located on the Procurement Services section page of www.osceola.org. Osceola County is not responsible for errors and omissions occurring in the transmission or downloading of any documents from these websites. In the event of any discrepancy between information on these websites and the hardcopy specifications, the terms of the hardcopy specifications shall prevail. For more information call the Procurement Services Office at (407) 742-0900. **Important:** The desire of Osceola County to pursue proposals shall in no way obligate the County to compensate you for your efforts or to execute a contract with your firm.

B. On-Line Service Provider Disclaimer.

VendorLink has no affiliation with Osceola County other than as a service that facilitates communication between the County and its vendors. VendorLink is an independent entity and is not an agent or representative of the County. Communications to VendorLink do not constitute communications to the County.

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Title: Owner's Representative Services on a Task Authorization Basis for Community Development Projects		

C. **Solicitation Documents from Third Party Providers.**

The Osceola County Procurement Services Office and its service provider VendorLink are the only authorized sources of solicitation documents/forms. Solicitation documents/forms obtained from any other third party source may contain an incomplete set of documents. Proposers using solicitation documents/forms obtained from any other third party source are advised to contact the Osceola County Procurement Services Office to provide a contact name, mailing address, phone number, fax number, and email address to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of Osceola County is prohibited.

D. **Pre-Proposal Conference.**

There will be no pre-proposal conference for this project.

IMPORTANT NOTE: It is imperative that all proposers have a clear understanding of the scope of services requirements. As such, the County reserves the right to schedule a pre-proposal conference. Therefore, in the event a mandatory pre-proposal conference is required and/or subsequently scheduled, attendance will be a pre-requisite for submitting a proposal; and proposals will only be accepted from those who are represented at a mandatory pre-proposal conference. Attendance at the pre-proposal conference will be evidenced by the proposer's/representative's signature on the attendance roster. In the event of a mandatory pre-proposal conference, the time, date, and location of the meeting will be noted in the released Addendum notifying such requirement. Please plan your travel time accordingly.

E. **Interpretation and Questions.**

All questions relating to this RFP document must be in writing and hand-delivered or delivered electronically through email or fax to the designated Procurement Services Office Representative **no later than Monday, June 3, 2019 at 5:00 PM Local Time**. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Procurement Services Office Representative. Any oral communications will not be authoritative and will not be binding on the County. It is the sole responsibility of the proposer to contact the Procurement Services Office prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each proposal. Addenda will be available to all proposers on the Osceola County VendorLink site: <https://vendorlink.osceola.org> and via the link located on the Procurement Services section page at www.osceola.org.

F. **Preparation and Format.**

Proposals should be prepared in a clear and concise manner to meet the requirements of the RFP. Emphasis should concentrate on conformance to the RFP instructions, responsiveness to the requirements, as well as completeness and clarity of content.

G. **Page Limitation.**

Proposal packages shall be limited to **not more than 30 PAGES**, printed on a single side of paper, with a font no less than twelve (12) point.

Note: Required attachments will not be counted in the 30 page limitation.

H. **Completeness.**

Proposals shall contain the information as required in this solicitation. Failure to submit all information as requested may result in a lowered evaluation score of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the County. The following list details the appropriate proposal format:

1. Selection dividers with tabs labeled. Tab "A" through Tab "E", to identify each required criteria in Section V;
2. All attachments shall be placed under the appropriate tab for that sub-section.
3. Currently valid Certificates of Insurance; and Local Business Tax Receipt (formerly known as Occupational License) shall be placed under Tab "A" of your proposal.

I. **Corporate Standing and Authorized Signatory.**

The bidder or proposer must demonstrate that the company is in good standing and that the person signing this bid or proposal is authorized on behalf of the bidder or proposer to sign bids, proposals, negotiate and/or sign contracts, agreements, amendments and related documents to which the bidder/proposer will be duly bound. The bidder/proposer **must provide a copy of the State Certificate of Good Standing/Articles of Incorporation**

Exhibit A -Osceola County RFP 19-10874-VJ agreement with ZHA-Construction Management & Owner Services

RFP-19-10874-VJ	Due Date & Time: Tuesday, June 25, 2019 at 2:00 PM	Advertised Date: Sunday, May 19, 2019 and Thursday, May 23, 2019
Procurement Analyst: Valentina Johnson Email: valentina.johnson@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title: Owner's Representative Services on a Task Authorization Basis for Community Development Projects		

listing the officers of the company. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

1. A copy of your Articles of Incorporation listing the approved signatories of the corporation
2. A copy of a resolution listing the members of staff as authorized signatories for the company.
3. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

J. Proposal Reproduction.

Please submit four (4) copies of the proposal package, one (1) unbound original and three (3) bound copies. The submittal MUST also include a single CD-ROM or memory stick containing the entire submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

K. Proposal Submittal and Delivery.

Sealed proposals must be received and date stamped in the Osceola County Procurement Services Office by the specified **Tuesday, June 25, 2019 at 2:00 PM local time deadline**. Proposals received after the stated date and time will not be accepted and will be returned unopened. **No exceptions will be made.** Proposals shall be submitted and delivered to the below address in a sealed, opaque envelope or packaging material, plainly marked on the outside with the following:

Osceola County Procurement Services Office
1 Courthouse Square, Suite 2300
Kissimmee, Florida 34741
RE: Solicitation **RFP-19-10874-VJ**
Solicitation Title: **Owners Representative Services for Community Development Projects**

Attention: **Valentina Johnson**

For your convenience, Attachment "M" has been provided to properly identify and affix to your RFP response.

L. Improper Identification and Timeliness.

The County is not responsible for the failure of a proposer or the proposer's agent to submit responses in a timely manner or for a proposal that is not properly addressed or identified. Proposal delivery by electronic means, such as facsimile and e-mail, is not allowed.

M. Public Opening of Proposals.

Proposals will be announced publicly in the Procurement Services Office on the above appointed date and time or as soon thereafter as possible. Only the names of the respondents will be announced. All other information will be subject to Florida's Open Government Laws to Public Contracting.

N. Withdrawal of Proposals.

Proposals may not be withdrawn for a period of **one hundred eighty days (180)** days after the public opening date.

O. Ownership of Documents.

All documents resulting from this RFP solicitation shall become the sole property of Osceola County.

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Section IV. Proposal Schedule.

Tentative Schedule	
Task	Date
RFP Released to General Public	Sunday, May 19, 2019
Deadline for Questions by Interested Parties	Monday, June 10, 2019
Proposal Due Date and Opening	Tuesday, June 25, 2019
Evaluation and Selection	July/August 2019
Board of County Commissioners or County Manager's Approval of Contracts	August 2019

Section V. Proposal Response, Criteria, and Evaluation Point Values.

Evaluation Criteria	
Category	Points
A. Firm Qualifications and Experience	25
B. Similar Projects	20
C. Project Approach	20
D. Price Proposal / Acceptance of Proposal Terms and Conditions Certification (Attachment F)	35
E. Additional Information	0
Total Points	100

A. Firm Qualifications and Experience – Tab “A” (25 Points).

- Letter of Transmittal.** Provide a letter of transmittal, no longer than two (2) pages, signed by an authorized representative of the proposer, including a brief description of your firm's location, organization structure, and philosophy. (This section is *not* included in the overall proposal 30 page count.)
- Individuals and Qualifications.** Identify and include qualifications of specific individuals to be assigned to the project (include names, contact information, and resumes) and specify which services the individuals will provide to Osceola County.
- Sub-Contractors.** Proposers must list any sub-contractors that shall be used to accomplish the scope of services on the Proposed Schedule of Subcontractor Participation Form (Attachment “G”). If no subcontractors are going to be used, check the box for Subcontractors will not be utilized for this project at the top of the form.
- Litigation.** Please list any past and/or pending litigation or disputes relating to the work described herein that your firm has been involved in within the last five (5) years. The list shall include each project name and the nature of the litigation.
- Financial Information.** Provide an official letter from the proposer's financial institution detailing the financial status of the proposer. The letter shall include a contact name, address, phone number, and fax number. The failure to produce financial requirements may be grounds for disqualification of your offer.
- Insurance Certificates.** Provide copies of your current liability and workers' compensation Certificates of Insurance. The successful offeror will be required to provide Certificate(s) of Insurance evidencing coverage as required in Attachment “B” within five (5) business days of the notification of intent to award. **Note:** Policies other than Workers' Compensation shall be issued only by companies authorized to conduct business

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in the State of Florida, with active certificates of authority issued by the State of Florida, Department of Insurance.

7. **Corporate Standing and Authorized Signatories.** Proposers must provide a copy of the State Certificate of good standing listing the officers of the company. If the signatory is not one of the officers listed on the State Certificate, the bidder/proposer must complete the Articles of Incorporation / Corporate Documents Form (Attachment "I") or provide one of the forms of evidence of Signatory Authority listed in Section III, I Corporate Standing and Authorized Signatories.
8. **Public Entity Crimes.** Proposers must complete the Public Entity Crimes Statement (Attachment "C") and have it notarized.
9. **Conflict of Interest.** Proposers must provide disclosure of any potential conflict of interest due to any other clients, contracts, or property interests for this project only. Complete the Conflict of Interest Statement (Attachment "D") and have it notarized certifying that no member of your firm ownership, management, or staff has a vested interest in any aspect of this solicitation or any department within the Osceola County Government.
10. **Local Business Tax Receipt (formerly Occupational License).** Provide a copy of your Local Business Tax Receipt. Osceola County requires a Local Business Tax Receipt (formerly Occupational License) be held by all its contractors. Please contact the Tax Collector/Local Business Tax Receipt Office directly for information concerning this requirement at (407) 742-4000. In accordance with section 205.065, Florida Statutes, a current Department of Professional Regulation certificate may be provided in lieu of an Osceola Local Business Tax Receipt, with a copy of the corresponding Occupational License of the home state, county, or city.
11. **IRS W-9 Form.** Vendors that have not done business with the County or have not provided an updated W-9 Form within the past two (2) years, must complete IRS Form W-9, Request for Taxpayer Identification Number and Certification (Attachment "K") and submit with the proposal.

B. Similar Projects – Tab "B" (20 Points).

To demonstrate experience and success in conducting similar work, the proposer shall provide a minimum of three (3) references of similar size projects in similar circumstances with appropriate reference information, concentrating only on those projects completed within the last two (2) years or currently underway by the proposer's firm, as follows:

1. Client name, address, phone, fax number and email address;
2. Description of all services provided;
3. Performance period; and,
4. Total annual amount of contract.

Describe any significant or unique awards received or accomplishments made in previous, similar projects.

NOTE: Please do not include projects completed or currently underway with Osceola County Government.

C. Project Approach – Tab "C" (20 Points).

1. State your firm's technical approach to the project and the interpretation of the scope of services required.
2. Define the adequacy of resources, including personnel, labor, equipment and supply resources, and other requirements to provide the requested services.
3. Provide a clear statement of the specific services and tasks to be performed. Include information concerning each task and staff committed to accomplish each task.
4. Provide an implementation schedule for proposed services including any management and planning strategies.
5. Provide information regarding any proposed innovative concepts that may enhance the value and quality of the services to be performed.

D. Fee Schedule – Tab "D" (35 Points).

The Price Proposal and Acceptance of Proposal Terms and Conditions Certification, Attachment "F", pages 27-28 shall be completed and included in Tab D. An authorized signatory must sign page 27 attesting to knowledge of scope of services, committing to the prices as offered, and acceptance of the terms and conditions. This form must be notarized. As stewards of public funds, the County maintains all adopted budgetary parameters in the performance of its contracts. The ability of the successful proposer to maintain a sense of fiscal responsibility shall be favorably considered in the evaluation of proposals.

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E. Additional Information – Tab “E” (No Assigned Points).

Proposers may include a section for appendixes including promotional material or supporting documentation not otherwise requested herein. Please clearly designate this section in your response. This will be for informational purposes only.

Section VI. Evaluation Process.**A. Determining Responsibility.**

In conjunction with the weighted criteria being used to determine the capability of the proposal, the County may also consider the proposer's ability to meet or exceed the following criteria:

1. The proposer's ability, capacity, and skill to perform the contract or provide the service within the time specified;
2. The quality of performance of previous contracts or services including previous performance with the County;
3. Previous and existing compliance by the proposer with laws and ordinances relating to the contract or service;
4. Financial resources of the proposer to perform the contract or provide the service; and,
5. Whether the proposer is in arrears to the County on a debt or a contract; whether the proposer is in default on surety to the County; or whether the proposer's taxes are delinquent.

B. Evaluation Committee.

The Evaluation Committee (EC) is comprised of qualified and recommended Osceola County staff members, professional County advisors, or local government staff or officials which are appointed by the County Manager or Designee in coordination with the requesting department. The EC shall consist of members who have experience, knowledge and/or expertise in the program area and service requirements of the solicitation. The Procurement Services Office Representative shall be the non-voting chair of the committee.

C. Initial Evaluation of Proposals.

The Procurement Services Office Representative shall perform the initial review of all proposals submitted for initial qualifications certification. This process includes, but is not limited to the following:

1. The proposal was submitted by the deadline;
2. All required documents have been submitted;
3. All documents requiring an original signature have been signed and submitted; and,
4. Verification through the professional regulatory agency to ensure proper professional licenses or credentials, as required.

A checklist of the essential items required by the solicitation shall be prepared by the Procurement Services Office Representative and presented to the EC for consideration and action. The County, at its sole discretion, may utilize the services of one or more independent firms, consultants, technical experts, and/or services to assist in the review or to provide an assessment, evaluation, and/or opinion as to the merits or validity of the proposer's response to this RFP.

D. Presentations or Interviews.

The County may request that proposers provide presentations to the EC, County Manager, and/or Board of County Commissioners; and/or conduct interviews with the selected proposers regarding the qualifications, ability to furnish the required services, and all criteria set forth herein. The Procurement Services Office will notify all proposers of the County's decision to request presentations and/or interviews, as applicable. Pursuant to Florida Statute Chapter 286, any portions of a meeting, at which a vendor makes an oral presentation, or answers questions as part of a competitive solicitation, are exempt from Florida Statute 286.011 and Statute 24(b), Article I of the State Constitution.

E. Best and Final Offer and Negotiations.

The County may request that the respondents provide a Best and Final Offer submittal before final determination for recommendation of contract award. The contract negotiation team will include, at a minimum, a member from the Procurement Services Office and a member from the end use department. The County reserves the right to negotiate any and all elements of a contract resulting from this request for proposal. Pursuant to Florida Statute Chapter 286, any portion of a meeting, at which negotiation strategies are discussed, or negotiations with a vendor is conducted, are exempt from Florida Statute 286.011 and Statute 24(b), Article I of the State Constitution.

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F. Right to Cancel or Reject.

A solicitation may be canceled, or any or all submittals in response to a solicitation issued by the County may be rejected, in whole or in part, without recourse, when it is in the best interest of the County in accordance with the Administrative Code, Chapter 3. The County reserves the right to accept or reject any or all proposals, or any part thereof, with or without cause, without recourse, to waive technicalities or irregularities, and to accept or reject proposals which, in its judgment, best serve the interest of the County. The County also reserves the right to reject the proposal from a proposer who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not in a position to perform the contract. The cost of submittal of this proposal is considered an operational cost of the proposer and shall not be passed on to or be borne by the County.

G. EC Tabulation.

The tabulation of the EC evaluation will be posted via the Osceola County VendorLink site: <https://vendorlink.osceola.org>. Tabulation of proposal selections may also be viewed via the link located on the Procurement Services section page of www.osceola.org. Interested proposers may also call the Osceola County Procurement Services Office for results.

H. Protests.

1. Notice of Solicitation Bid Protests: Any person intending to submit a bid or proposal may protest an alleged Irregularity or defect in the procurement process by which such person is aggrieved by filing with the Procurement Services Office Director a Notice of Solicitation Protest setting forth in writing the nature of the protest, the grounds upon which it is based and the relief sought. The Notice of Solicitation Protest must be received in the Procurement Services Office at least three (3) business days prior to the due date for the Solicitation. Failure to file a Notice of Protest in a timely manner shall constitute a waiver of rights hereunder.
2. Notice of Award Protest: Any Bidder or Respondent, who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Protest, in writing with the Procurement Services Office, by 5:00 pm on the third (3rd) business day after the Notice of Intent to Award is posted. An Award Protest is not valid if filed by a Bidder who cannot show they would be awarded the Contract if their protest is upheld. A timely filing of a bid protest by an aggrieved bidder or proposer may stay further procurement proceedings. It shall be at the discretion of the Osceola County Manager whether the performance of the Contract should be stayed. The Procurement Services Director shall consider the protest, make any other pertinent inquiries and shall have the opportunity to begin to resolve the protest by mutual agreement between the parties. The Procurement Services Director shall confer with the Osceola County Attorney and Osceola County Manager or designee to review the basis for the protest and the results of the inquiries and concur on a determination. The Procurement Service Director will send the protestor a Notice of Determination within five (5) Business Days of the County's determination.

I. Award of Contract.

1. The County Manager, or designee, shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract or agreement to the Board. The County Attorney's Office may review all contract documents. Other experts may be consulted to assist in this process.
2. The Procurement Services Office and the requesting Department will prepare the required award documents and make recommendations for approval to the Board of County Commissioners or County Manager. Upon award, the Chairman/Vice Chairman or County Manager, as applicable, will execute the agreement. The Board of County Commissioners retains full discretion to award or reject a contract, or authorize expenditures in the best interest of the County.
3. Non-Exclusive Contract: Award of this project shall impose no obligation on the County to utilize the successful proposer for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest.
4. Ownership and Rights in Data: Any work, product or deliverable report provided to the County as a result of work performed while under contract shall be considered the property of the County and may be used in any fashion the County deems appropriate. The County shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the successful proposer pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the awarded contract.

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Section VII. General Terms and Conditions.**A. Fund Availability.**

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. Osceola County abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

B. Prompt Payment Act.

Payments will be made pursuant to section 218.70, Florida Statutes, Florida's Prompt Payment Act.

C. Local Business Tax Receipt (formerly Occupational License).

Osceola County requires a Local Business Tax Receipt (formerly Occupational License) be held by all its contractors. Please contact the Tax Collector/Local Business Tax Receipt Office directly for information concerning this requirement at (407) 742-4000.

D. Permits, Licenses, or Fees.

Any permits, licenses, or fees required will be the responsibility of the proposer. The County will not entertain separate payment for these items.

E. Taxes.

Osceola County is tax exempt. As such, the County does not pay State of Florida Sales Tax or Federal Excise Tax. The County's State Sales Tax exemption number is 85-8013132398C-5 and the Federal Exemption Identification Number is 59-6000780.

F. Governing Laws and Venue.

Any contractual arrangement between Osceola County and the proposer shall be consistent with, and be governed by, the ordinances of Osceola County, the laws of the State of Florida, both procedural and substantive, and applicable federal statutes, rules, and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Osceola County, Florida.

G. Conflict of Interest.

All proposers must disclose, with their proposal, the name of any officer, director, or agent who is also an officer or employee of Osceola County. Furthermore, all proposers must disclose the name of any Osceola County officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the proposer's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the proposer or the cancellation of work. It is the sole responsibility of the proposer to ensure compliance with the County Administrative Code, Chapter 3, Section 3.3-2, Conflict of Interest. Please complete and submit Attachment "D" with your proposal response. The County may seek damages for the recoupment of losses in having to re-solicit or re-assign this project.

H. Additional Terms and Conditions.

No additional terms and conditions included within the proposal response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the proposer's authorized signature affixed to the proposal signature section attests to this.

I. Liability.

The successful proposer shall act as an independent contractor and not as an employee of Osceola County. The successful proposer will be required to indemnify, defend, and hold and save harmless Osceola County, its officers, agents, and employees, from damages arising from the performance of, or the failure to perform, any task or duty required to be performed by the successful proposer.

J. Indemnification.

1. General Liability: The successful proposer will agree to be liable for any and all damages, losses, and expenses incurred to the County, caused by the acts and/or omissions of the successful proposer, or any of its employees, agents, sub-contractors, representatives, or the like. The successful proposer will agree to

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indemnify, defend and hold the County harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the successful proposer, or any of its employees, agents, sub-contractors, representatives or the like.

2. Patent or Copyright: The successful proposer shall indemnify and hold harmless, and defend the County and the Board of County Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands or actions at law or in equity, including court costs and attorney's fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by the successful proposer during or after completion of this project. These obligations shall survive acceptance of any goods, services and/or performance payment therefore by the County.

K. Insurance Requirement.

1. Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's Local Business Tax Receipt (Reference Section VII, letter C) with your proposal submittal.
2. The successful proposer(s) shall provide original certificates of Insurance, evidencing coverage as required in Attachment "B", to Osceola County Procurement Services within five (5) regular business days of the notification of the intent to award the Agreement. Certificates of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to Osceola County and shall name Osceola County Board of County Commissioners as the Certificate Holder.
3. All insurance certificates shall remain valid and in full force for the term of the Agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded Agreement.

L. Public Entity Crimes.

A person or affiliate who has been placed on the convicted contractor list, following a conviction for public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to any 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, Florida Statutes, in CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By completion and submittal of Attachment "C" and signature on this solicitation, the proposer certifies that it is qualified to do business with Osceola County in accordance with all Florida Statutes.

M. Acceptance of Goods/Services.

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to section 218.70, Florida Statutes, until such time as the successful proposer takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County may refuse final acceptance of the goods/services.

N. MWBE, LSBE and SDVBE Programs.

The Osceola County Board of County Commissioners has established a Minority and Woman-owned Business Enterprise (MWBE) and Local Small Business Enterprise Programs (LSBE) with a combined goal of 25% contractor and subcontractor participation. The purpose of these programs is to promote and encourage the participation of MWBE and LSBE as Contractor or Subcontractor on County awards.

Proposers must include a list of subcontractors by completing Attachment "G", Proposed Schedule of Subcontractors Participation, which identifies which firms are MWBE, SDVBE and LSBE and the proposed percentage of the dollar value of the contract to be performed by each firm.

During the term of the agreement, Contractors using Subcontractors will be required to report on the percentage and the dollar value of the contract performed by MWBE, SDVBE and LSBE Subcontractors at the time of submission of each pay application or invoice.

The Osceola County Board of County Commissioner has established a Service Disabled Veteran's Business Enterprise (SDVBE) Program to address the economic disadvantage of service-disabled veterans. Whenever the County is considering two (2) or more bids, proposals, or responses to a solicitation for the procurement of goods,

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Title: Owner's Representative Services on a Task Authorization Basis for Community Development Projects		

services and/or construction, which are equal with respect to price, quality and services where at least one (1) response is from a certified SDVBE, the County shall award the agreement to the SDVBE.

O. Drug-Free Workplace Preference.

Certification of an implemented drug-free workplace program must be included with the RFP response when submitted. If your firm has implemented a drug-free workplace program, please complete Attachment "E", Drug-Free Workplace Certification and include with your RFP response.

P. Audits and Records—Responsibilities of Successful Proposer.

Before or after an agreement is prepared and executed, the successful proposer may be required to disclose their financial condition in a specified manner. In addition, subsequent to an agreement being executed, the successful proposer must maintain financial records and reports relating to funds paid by any parties for work on the matters which are the subject of this RFP document, and submit reports to the County in the form and frequency requested. The successful proposer must maintain books, records, documents, and other evidence according to generally accepted accounting principles, procedures, and practices, which sufficiently and properly reflect all costs of any nature expended in the performance of the resulting contract, and retain said copies for a period of no less than three (3) years after termination of the project. The aforesaid records, books, documents, and other evidence shall be subject at all times to inspection, review, or audit by the County Commission Auditor or its designee. The successful proposer shall include these aforementioned audit and record keeping requirements in contracts and subcontracts thereto entered into by the successful proposer with any party for work required in the performance of this project.

Q. Additional Information.

The Osceola County Procurement Services Office reserves the right to request any additional information needed for clarification from any proposer for evaluation purposes.

R. Equal Opportunity.

Osceola County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All proposers are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements. A copy of the County's Equal Employment Opportunity policy is available upon request.

S. Proposal Use by Other Agencies.

All proposers submitting a response to this RFP document agree that such response may also constitute a proposal to other governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this proposal. Each governmental agency desiring to accept this proposal, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this proposal. This agreement in no way restricts or interferes with the right of any governmental agency to competitively procure any or all items.

T. Lobbying; Lobbying Black-Out Period; Questions Regarding the RFP.

1. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the County Manager, any requesting or evaluating department/division personnel and/or any member of the evaluation committee concerning an active solicitation during the Black-Out period.
2. The Lobbying Black-Out Period commences upon the issuance of this solicitation document.
3. The Lobbying Black-Out Period for awards requiring Board approval concludes at the beginning of the meeting at which the Board will be presented the award(s) for approval or request to provide authorization to negotiate a Contract(s). If the Board refers the item back to the County Manager for further review or otherwise does not take action on the item, the Lobbying Black-Out Period will be reinstated until such time as the Board meets to consider the item for action.
4. The Lobbying Black-Out Period for awards requiring County Manager Approval concludes upon issuance of a Notice of Intent to Award.
5. Bidders, Respondents, potential Vendors, service providers, Lobbyists, Consultants, or Vendor representatives shall not contact any Board Member, the County Manager, any requesting or evaluating Department/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the Black-Out Period.

Exhibit A -Osceola County RFP 19-10874-VJ agreement with ZHA-Construction Management & Owner Services

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6. All questions and procedural matters shall be directed to the Procurement Services Office. Except in response to communications initiated by authorized County representatives, contact by Bidders or Respondents to any Board Member, the County Manager, any requesting or evaluating County Personnel, or any member of the Evaluation Committee, initiated during the Black-Out Period, may result in disqualification from the Solicitation Process.
7. Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Procurement Services Office Representative, in writing, by the cutoff date and time stated herein.
8. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end period as established in items (3) and (4) of this section, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

U. Office of Record.

The Osceola County Procurement Services Office shall be the official "office of record" for all information transactions and data disbursements associated with this solicitation. The Procurement Services Office may be reached Monday through Friday between 8:00 a.m. to 5:00 p.m. at 407-742-0900 (phone) or 407-742-0901 (fax).

V. Public Records.

Under chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.

W. Time of Performance.

The services described herein and on the attached shall be performed in a prompt and correct manner within the standards of good and ethical productivity as negotiated between the County and the successful proposer. All proposers are asked to provide the best estimate for compliance with the scope of work as established by the solicitation. All contract time lines will be based on the projected scope and the estimated time for performance.

X. Attachments and Exhibits.

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

Y. Cost of Submittal.

The proposer understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Proposer and shall not be passed on to, or be borne by, the County.

Z. Certification of Independent Price Determination.

By submission of a response, the Proposer certifies that in connection with this proposal: The prices in this proposal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor.

AA. Responsibility of Proposer.

By submitting a proposal, the Proposer certifies that the Proposer has fully read and understands this RFP document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

BB. Employment Eligibility Verification (E-Verify).

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of an Agreement resulting from this solicitation is or will be funded using state or federal funds, the Bidder/Contractor must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Bidder/Contractor must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the RECIPIENT is a state or local government, the Bidder/Contractor may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain

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subcontract(s), such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>

CC. Sovereign Immunity.

The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Solicitation to the contrary, nothing in this Solicitation shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of County for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Solicitation shall inure to the benefit of any third party for the purpose of allowing any claim against the County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

DD. Estimated Quantities.

This RFP contains an estimated number of volume and/or transactions. The County cannot guarantee that such volume and/or transactions will be the actual amount required and/or purchased. Actual quantities may be more or may be less and the estimated number of volume and/or transactions contained herein in no way shall obligate the County to commit to said volume and/or transactions.

EE. Public Emergencies.

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Osceola County shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Osceola County are protected from any emergency situation that threatens public health and safety as determined by the County. The Proposer agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Proposer provide the County with products and/or services not under the awarded Agreement, the County expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

FF. Scrutinized Companies Clause.

Osceola County may not enter into any contract for \$1 million or more with any company that is on the scrutinized companies lists enumerated in Section 287.135, Florida Statutes. All responses to solicitations for goods and/or services equal to or in excess of \$1 million shall be required to complete Attachment "L", certifying that the Respondent is not on any scrutinized companies list. All resulting contracts for \$1 million or more shall be subject to termination by Osceola County, i) in the event the contracting vendor is put on a scrutinized companies list, or ii) the County determines that the certification provided in Attachment "L" was false. Exceptions to and penalties for violation of Section 287.135, Florida Statutes, shall be in accordance with those set forth therein.

GG. Public Records Compliance.

1. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:

Public Information Office
1 Courthouse Square, Suite 3100
Kissimmee, Florida 34741
407-742-0100
BCCPIO@osceola.org

2. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR will act on behalf of the COUNTY, as provided under section 119.011(2), Florida Statutes, the CONTRACTOR, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:
- Keep and maintain public records required by the COUNTY to perform the service.

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- b. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida 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 for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
- d. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the county.
- e. If the CONTRACTOR does not comply with a public records request, the COUNTY shall enforce the contract provisions

[This space intentionally left blank]

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Attachment "A"
Statement of "No Proposal Submittal"

If you do not intend to submit on this requirement, please complete and return this form prior to date shown for receipt of proposals to: Osceola County Procurement Services Office, 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741.

I/WE HAVE DECLINED TO PROPOSE TO **RFP-19-10874-VJ**, titled "Owners Representative Services for Community Development" for the following reason(s):

- ☐ _____ Proposal requirements too "restrictive".
- ☐ _____ Insufficient time to respond to Request for Proposal.
- ☐ _____ We do not offer this service.
- ☐ _____ Our schedule would not permit us to perform.
- ☐ _____ Unable to meet requirements.
- ☐ _____ Unable to meet insurance or bond requirements.
- ☐ _____ Scope of Services unclear (please explain below).
- ☐ _____ Other (please specify below).

REMARKS: _____

Typed Name and Title _____

Company Name _____

Address _____

Signature and Title _____

Date ____/____/____

Telephone Number _____

Fax Number _____

E-mail Address _____

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Attachment "B" Insurance Requirements

- A. Insurance.** The successful Proposer/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the County, in the form of a certificate *prior* to the start of any work, nor shall the successful Proposer/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. Limits.** The successful Proposer/Contractor and/or subcontractor shall maintain the following types of insurance, with the following respective minimum limits:
1. AUTOMOBILE PUBLIC LIABILITY - \$1,000,000 Combined Single Limit
 2. GENERAL LIABILITY - One Million Dollars (\$1,000,000) any single occurrence;
 - a. Damage to Rented Premises – Fifty Thousand Dollars (\$50,000) any single occurrence;
 - b. Medical Expense – Five Thousand Dollars (\$5,000) Any one person;
 - c. Personal & Advertising Injury – One Million Dollars (\$1,000,000)
 3. GENERAL AGGREGATE – One Million Dollars (\$1,000,000);
 4. EXCESS/UMBRELLA COVERAGE – One Million Dollars (\$1,000,000);
 5. PRODUCTS - COMPLETED OPERATIONS LIABILITY AGGREGATE – One Million Dollars (\$1,000,000); and,
 6. WORKER'S COMPENSATION – covering the statutory obligation for all persons engaged in the performance of the Work required hereunder and Employers' Liability insurance with limits not less than \$1,000,000 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. In case any class of employees engaged in hazardous work under an agreement at the site of the project is not protected under the Worker's Compensation statute, the successful Bidder/Contractor shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the COUNTY, for the protection of its employees not otherwise protected.
- C. Certificates of Insurance.** The successful Proposer/Contractor and/or subcontractor shall provide the County's Procurement Services Office with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured Contractor,
 2. The specified job by name and job number,
 3. The name of the insurer,
 4. The number of the policy,
 5. The effective date,
 6. The termination date,
 7. A statement that the insurer will mail notice to the County at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
 8. The Certificate Holders Box must read as follows:

**Osceola County Board of County Commissioners
 c/o Director of Human Resources
 1 Courthouse Square, Suite 4200
 Kissimmee, Florida 34741**

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO OSCEOLA COUNTY PROCUREMENT SERVICES, 1 COURTHOUSE SQ., SUITE 2300, KISSIMMEE, FL 34741**

Exhibit A -Osceola County RFP 19-10874-VJ agreement with ZHA-Construction Management & Owner Services

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- D. County as Additional Insured.** The successful Proposer/Contractor and/or subcontractor shall name the "Osceola County Board of County Commissioners and Osceola County" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the County with proof of same.
- E. Waiver.** Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Proposer's/Contractor's obligation to fulfill the insurance requirements specified herein.
- F. Subcontractors.** The successful Proposer/Contractor shall ensure that any sub-contractor(s) hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain sufficient liability insurance commensurate with the scope/size of the project assigned. However, in no case shall any required insurance limit be less than One Million Dollars (\$1,000,000), unless statutory limits apply. In addition, the successful Proposer/Contractor shall maintain proof of same on file and make readily available upon request by the County.
- G. Loss Deductible Clause.** The County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Proposer/Contractor and/or subcontractor providing such insurance.
- H. Additional Requirements:** All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Osceola County. The liability policies shall be Primary/Non-Contributory.

Initials of Signatory: _____ Date: _____

The County reserves the unilateral right to modify the insurance requirements set forth at anytime during the process of solicitation or subsequent thereto.

>>>Failure to submit this form may be grounds for disqualification of your submittal<<<

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Attachment "C"
Public Entity Crimes Statement

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

- This sworn statement is submitted with Bid, Proposal, ITN, or Contract Number **RFP-19-10874-VJ**, for **Owner Representative Services for Community Development**.
- This sworn statement is submitted by _____ whose business address is _____
[Name of entity submitting sworn statement] and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.
- My name is _____ and my relationship to the above is _____
[Please print name of individual signing]
- I understand that a "public entity crime" as defined in section 287.133(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- I understand that "convicted" or "conviction" as defined in section 287.133(l) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- I understand that "affiliate" as defined in section 287.133(l) (a), Florida Statutes, means:
 - A predecessor or successor of a person convicted of a public entity crime; or
 - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
- I understand that a "person" as defined in section 287.133(l) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies].**

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who is active in the management of the entity, nor any affiliate of the entity have been convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **[Please indicate which additional statement applies].**

RFP-19-10874-VJ		Exhibit A - Osceola County RFP 19-10874-VJ agreement with ZHA Construction Management & Owner Services	
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____ There has been a proceeding concerning the conviction before a judge or hearing officer of the State of Florida, Division of Administrative Hearings, or a court of law having proper jurisdiction. The final order entered by the hearing officer or judge did not place the person or affiliate on the convicted contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate was placed on the convicted contractor list. There has been a subsequent proceeding before a court of law having proper jurisdiction or a judge or hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the judge or hearing officer determined that is was in the public interest to remove the person or affiliate from the convicted contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate has not been placed on any convicted vendor list. **[Please describe any action taken by or pending with the State of Florida, Department of Management Services.]**

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment "C", Public Entity Crimes, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20____, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH RFP
>>>>Failure to submit this form with your RFP response may disqualify your submittal. <<<<

Exhibit A -Osceola County RFP 19-10874-VJ agreement with ZHA-Construction Management & Owner Services

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Attachment "D"
Conflict of Interest Statement

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

- A. I am the _____ of _____ with a local office
(Insert Title) (Insert Company Name)
in _____ and principal office in _____.
- B. Said entity is submitting this proposal/offer to **RFP-19-10874-VJ**, titled "**Owner Representative Services for Community Development**".
- C. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
- D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
- E. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
- F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
- G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
- H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any County Office or Department.
- I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within Osceola County government.
- J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the County in writing.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20____, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC, State of _____

(stamp)

PLEASE COMPLETE AND SUBMIT WITH PROPOSAL

>>>>Failure to submit this form with your PROPOSAL may disqualify your response. <<<<

Exhibit A - Osceola County RFP 19-10874-VJ agreement with ZHA Construction Management & Owner Services		
RFP-19-10874-VJ	Due Date & Time: Tuesday, June 25, 2019 at 2:00 PM	Advertised Date: Sunday, May 19, 2019 and Thursday, May 23, 2019
Procurement Analyst: Valentina Johnson Email: valentina.johnson@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title: Owner's Representative Services on a Task Authorization Basis for Community Development Projects		

Attachment "E" Drug-Free Workplace Certification

The drug-free certification form below must be signed and returned with the RFP response.

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 violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.
- (4) In the statement specified in the first paragraph, 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, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment E, Drug-Free Workplace Certification, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20____, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH RFP RESPONSE – IF APPLICABLE

Exhibit A -Osceola County RFP 19-10874-VJ agreement with ZHA-Construction Management & Owner Services

RFP-19-10874-VJ	Due Date & Time: Tuesday, June 25, 2019 at 2:00 PM	Advertised Date: Sunday, May 19, 2019 and Thursday, May 23, 2019
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Title: Owner's Representative Services on a Task Authorization Basis for Community Development Projects		

Attachment "F"**Price Proposal and Acceptance of Proposal Terms and Conditions Certification**

Description	Unit	Unit Price
Project Executive/Principal	Hourly	\$
Project Manager – DESIGN	Hourly	\$
Project Manager – CONSTRUCTION	Hourly	\$
Planner	Hourly	\$
Graphic Specialist	Hourly	\$
Senior Inspector	Hourly	\$
Inspector	Hourly	\$
Clerical	Hourly	\$

***Billing rates in the above table are "loaded" hourly rates and include all overhead, costs and benefits per hourly unit rate.**

The county reserves the right to add additional job descriptions and negotiated hourly rates to any resulting agreement when in the County's best interest.

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the scope of services and other documents including Addenda, if any, on file at the Procurement Services Office for the price set forth herein in Attachment "F". The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

Authorized Signatory

Printed Name

Title

Date

Mailing Address: _____

Phone/Fax/E Mail Address: _____

NOTARY:

STATE OF _____)

COUNTY OF _____)

Exhibit A -Osceola County RFP 19-10874-VJ agreement with ZHA-Construction Management & Owner Services

RFP-19-10874-VJ	Due Date & Time: Tuesday, June 25, 2019 at 2:00 PM	Advertised Date: Sunday, May 19, 2019 and Thursday, May 23, 2019
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Title: Owner's Representative Services on a Task Authorization Basis for Community Development Projects		

Sworn and Subscribed before me this _____ day of _____, 20 _____

Personally known: _____

Or Produced Identification: _____

Notary Public - State of: _____ Commission Expires: _____

Authorized Signature: _____ Date: _____

>>>Failure to submit this form may disqualify your response<<<

Attachment: Holly Hill - ZHA piggyback agreement (2022-R-18 : Piggybacking Osceola County Agreement for Construction Management &

RFP-19-10874-VJ	Due Date & Time: Tuesday, June 25, 2019 at 2:00 PM	Advertised Date: Sunday, May 19, 2019 and Thursday, May 23, 2019
Procurement Analyst: Valentina Johnson Email: valentina.johnson@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title: Owner's Representative Services on a Task Authorization Basis for Community Development Projects		

☐ Subcontractors will not be utilized for this project.

[illegible]

<u>Minority Code</u>	<u>Code Description</u>	<u>Minority Code</u>	<u>Code Description</u>
AA	African American	W	Woman
A	Asian/Pacific Islander	SDVBE	Service Disabled Veteran
H	Hispanic	LSBE	Local Small Business Enterprise
NA	Native American		

		<u>Total Dollar Value</u>	<u>Percentage of Total Project Amount</u>
TOTAL	Minority Participation	N/A	N/A

The Proposer, _____, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with Osceola County.

I declare that I have read the terms and conditions of the solicitation and the statement in this bid submission are true to the best of my knowledge.

Signature: _____

Date: _____

Print Name: _____

Title: _____

Attachment: Holly Hill - ZHA piggyback agreement (2022-R-18 : Piggybacking Osceola County Agreement for Construction Management &

Exhibit A -Osceola County RFP 19-10874-VJ agreement with ZHA-Construction Management & Owner Services

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Title: Owner's Representative Services on a Task Authorization Basis for Community Development Projects		

Attachment "H"
Addendum Acknowledgment

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.	Addendum # _____ through # _____ Initial: _____ Date: _____
Company Name	Company Address
Authorized Signatory (Signature):	
Printed Name:	Title:

>>>Failure to submit this form may disqualify your response<<<

Exhibit A -Osceola County RFP 19-10874-VJ agreement with ZHA-Construction Management & Owner Services

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Title: Owner's Representative Services on a Task Authorization Basis for Community Development Projects		

Attachment "I"

Articles of Incorporation / Corporate Documents

Bidder/Proposer must include a copy of their **State Certificate of Good Standing/Articles of Incorporation**, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

1. A copy of the Articles of Incorporation listing the approved signatories of the corporation.
2. A copy of a resolution listing the members of staff as authorized signatories for the company.
3. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

Complete the information below and submit with the bid or proposal:

Type of Organization:

☐ Corporation

 ☐ Partnership

 ☐ Non-Profit
☐ Joint Venture

 ☐ Sole Proprietorship

State of Incorporation: _____

Principal Place of Business: _____
City/County/State

Federal I.D. or Social Security number: _____

>>>Failure to submit this form may disqualify your response<<<

Exhibit A -Osceola County RFP 19-10874-VJ agreement with ZHA-Construction Management & Owner Services

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Title: Owner's Representative Services on a Task Authorization Basis for Community Development Projects		

Attachment "J"

Vendor Demographics Survey

Company Name: _____
 Company Address: _____
 City, State, and Zip: _____
 Telephone: _____ Fax: _____ Email: _____

- How many people comprise your workforce? _____
- Based on your current workforce, how many employees are residents of Osceola County? _____
- Is your company currently certified as a Local Small Business Enterprise, minority, woman, or service-disabled veteran owned business (MWBE or SDVBE) with Osceola County? (For more info, call (407) 742-0900 prior to RFP due date.)

_____ Yes _____ No

If yes, please enclose a copy of your Certificate with your RFP submission.

- Based on your total workforce, please provide the number of workers your company employees by the ethnic affiliations listed in the chart below.

	Male	Female
Hispanic / Latino		
Caucasian / White		
African American/Black		
Asian / Pacific Islander		
American Indian / Native American		

Thank you for participating in this survey.

Preparer's Name (print please): _____

Preparer's Signature: _____

Date: _____

Rev. June 2011

RFP-19-10874-VJ		Due Date & Time: Tuesday, June 25, 2019 at 2:00 PM	Advised Date: Sunday, May 19, 2019 and Thursday, May 23, 2019
Procurement Analyst: Valentina Johnson Email: valentina.johnson@osceola.org		Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title: Owner's Representative Services on a Task Authorization Basis for Community Development Projects			

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
---	--	---

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

OR

Employer identification number

			-						
--	--	--	---	--	--	--	--	--	--

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	-----------------------------------	---------------

Section references are to the Internal Revenue Code unless otherwise noted.

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third-party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person providing a resident alien, to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out forms, you

1. Certify that the TIN you are giving is correct for you are waiting for a number to be issued.
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

Exhibit A -Osceola County RFP 19-10874-VJ agreement with ZHA-Construction Management & Owner Services

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Procurement Analyst: Valentina Johnson Email: valentina.johnson@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title: Owner's Representative Services on a Task Authorization Basis for Community Development Projects		

Attachment "L"
Contractor Certification Regarding Scrutinized Companies
(Contracts of \$1,000,000.00 or more)

Respondent/Contractor Name: _____

Contractor FEIN: _____

Contractor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 287.135, Florida Statutes, prohibits local governments from contracting with companies, for goods or services of One Million and 00/100 Dollars (\$1,000,000.00) or more that are on the Scrutinized Companies Lists enumerated in Section 287.135, Florida Statutes.

As the person authorized to sign on behalf of the Respondent/Contractor, I hereby certify that the company identified above in the section entitled "Respondent/Contractor Name" is not listed on the Scrutinized Companies Lists. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the Respondent/Contractor to termination of the Agreement, civil penalties, attorney's fees, and/or costs.

CERTIFIED BY: _____
 Authorized Signature

Date: _____

Print Name: _____

Print Title: _____

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Title: Owner's Representative Services on a Task Authorization Basis for Community Development Projects		

Attachment "M"
Solicitation Response Identification Label

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below, and affix the label on the outer surface of the envelope or package.

Osceola County requests that all visitors check-in at the Procurement Services reception desk. If you are hand-delivering a solicitation, a time/date stamp is available at the reception desk. The solicitation submittal envelope or package and label will be date stamped by a receptionist who will notify the appropriate Procurement staff. A record of all deliveries and delivery times will be documented at the Procurement Services reception desk and such record will be retained by Procurement Services.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO YOUR SOLICITATION REPLY ENVELOPE OR PACKAGE.

Cut out the label and tape it to the outer sealed solicitation envelope or package.



	SEALED BID*****DO NOT OPEN*****SEALED BID*****DO NOT OPEN	
SOLICITATION NUMBER	RFP-19-10874-VJ	
SOLICITATION TITLE	Owner Representative Services for Community Development	
PROCUREMENT ANALYST	Valentina Johnson	
DUE DATE	June 25, 2019	TIME: 2:00 P.M. Local Time
BIDDER TO PROVIDE /COMPLETE INFORMATION BELOW		
FROM FIRM NAME		
FIRM ADDRESS		
CITY, STATE, ZIP		
PLEASE DELIVER TO OSCEOLA COUNTY PROCUREMENT SERVICES OFFICE. 1 Courthouse Square, Suite 2300, Kissimmee FL 34741 Bids may not be delivered to any other Osceola County office location. It is BIDDER'S responsibility to ensure that the bid is received in the Procurement Services Office by the stated date and time. Any bid received after this date and time will not be accepted or considered.		

Attachment: Holly Hill - ZHA piggyback agreement (2022-R-18 : Piggybacking Osceola County Agreement for Construction Management &

Exhibit A -Osceola County RFP 19-10874-VJ agreement with ZHA-Construction Management & Owner Services

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Title: Owner's Representative Services on a Task Authorization Basis for Community Development Projects		

Exhibit "A"**TA REVIEW AND APPROVAL PROCESS**

1. The COUNTY will request written proposals from the OWNER REPRESENTATIVE(s) for each individual project. The task authorization form will include a summary of the proposed project, identifying the proposed project manager and shall include the following attachments at a minimum: Attachment A – Scope of Work, Attachment B – Price Breakdown, Attachment C – Schedule and Attachment D – Sub-Contractor.
2. Projects will be assigned to the individual firms based on current workload, schedule, availability and expertise, in the COUNTY'S sole discretion. Individual TA's shall not exceed \$250,000 in value.
3. The OWNER REPRESENTATIVE will perform and provide general owner's representative and project management services on a Task Authorization basis to include but not limited to:
 - a. A detailed description of work to be performed;
 - b. Total cost of proposal;
 - c. Signed statement confirming that the contractor(s) has visited the site prior to preparing the estimate and is thoroughly familiar with the site and the scope of work;
 - d. Number of calendar days required to complete the work after the County's Authorization.
 - e. Signed, dated, and completed cost proposal returned to the County for review within ten (10) working days of request;
 - f. Tracking number;
 - g. Special conditions (if applicable)
 - h. Milestone Schedule and date of Completion
 - i. Pertinent Attachments; and,
 - j. Associated work as necessary for the completion of the assigned Task Authorization.

Exhibit A -Osceola County RFP 19-10874-VJ agreement with ZHA-Construction Management & Owner Services

RFP-19-10874-VJ	Due Date & Time: Tuesday, June 25, 2019 at 2:00 PM	Advertised Date: Sunday, May 19, 2019 and Thursday, May 23, 2019
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Title: Owner's Representative Services on a Task Authorization Basis for Community Development Projects		

Exhibit "B"

TASK AUTHORIZATION ORDER FORM							
Osceola County Task Authorization In accordance with the terms and conditions of the Agreement ref.: RFP#XX-XXX-XX, dated XX-XX-XXXX, the parties hereto agree to perform the work itemized below.	County Project Manager:						
	Date: _____ Number: _____						
	Contractor:						
	Consultant Project Manager:						
NOTE: THE CONTRACTOR/CONSULTANT <u>MAY NOT BEGIN WORK</u> UNTIL A SIGNED PURCHASE ORDER IS DELIVERD TO THE CONTRACTOR/CONSULTANT.							
Summary of Work to be Completed by the Contractor/Consultant							
<u>Each Task Authorization package shall include:</u> Attachment A - Scope of Work Attachment B- Price Breakdown Attachment C - Schedule Attachment D – Sub-Contractor							
Recommended By: _____ Date: _____ Department Administrator or delegate							
Reviewed By: _____ Date: _____ Requestor							
<table border="1"> <tr> <th>Contractor/Consultant Approved</th> <th>County Manager or Delegate Approval</th> </tr> <tr> <td>Name (print)</td> <td>Name (print)</td> </tr> <tr> <td>Signature:</td> <td>Signature:</td> </tr> </table>		Contractor/Consultant Approved	County Manager or Delegate Approval	Name (print)	Name (print)	Signature:	Signature:
Contractor/Consultant Approved	County Manager or Delegate Approval						
Name (print)	Name (print)						
Signature:	Signature:						

**Addendum****1**

OSCEOLA COUNTY
BOARD OF COUNTY COMMISSIONERS

Procurement Services Office
 1 Courthouse Square, Suite 2300 -- Kissimmee, Florida 34741
 Phone: (407) 742-0900 Fax: (407) 742-0901

TO: All Proposers
FROM: Valentina Johnson
SUBJECT: RFP-19-10874-VJ Owner's Representative Services for
 Community Development Projects.
DATE: May 31, 2019

**REMINDER: This addendum must be
 acknowledged, signed and returned
 with your proposal. Failure to
 comply may result in disqualification
 of your submittal**

I. QUESTIONS/ANSWERS**I. QUESTIONS AND ANSWERS**

Q1. Can you provide a copy of the current existing contract and of the winning proposal for these services?

A1. There is no current contract. This is a new solicitation.

Q2. Does Osceola County acknowledge reciprocity with Orange County Minority Certifications?

A2. Yes, Osceola County recognizes certifications issued by other governmental entities based on the principle of reciprocity. In order to obtain an Osceola County Minority Certification vendors will have to fill out an application and provide a copy of the current certification they hold. Osceola County will issue a certification valid for the remainder of the time and with the same expiration date as the certification currently held.

 This addendum supersedes any verbal or other instructions given to any proposer qualified to respond pursuant to the requirements set forth in RFP-19-10874-VJ. All other parts of the RFP have been maintained as originally distributed.

Acknowledgment is hereby made of Addendum #1

Signature of Proposer

C: File

Date

**Addendum****2**

OSCEOLA COUNTY
BOARD OF COUNTY COMMISSIONERS

Procurement Services Office
 1 Courthouse Square, Suite 2300 -- Kissimmee, Florida 34741
 Phone: (407) 742-0900 Fax: (407) 742-0901

TO: All Proposers
FROM: Valentina Johnson
SUBJECT: RFP-19-10874-VJ Owner's Representative Services for
 Community Development Projects.
DATE: June 20, 2019

**REMINDER: This addendum must be
 acknowledged, signed and returned
 with your proposal. Failure to
 comply may result in disqualification
 of your submittal**

I. QUESTIONS AND ANSWERS

Q1. In reference to Section I. Item A. (page 3) of the solicitation document stating:

"The selected firm/agency/company, including partnerships and joint ventures, shall remain ineligible to compete for the design and or construction of any improvement projects associated with the management services to be performed under this agreement and as described herein".

Can you define "partnership and joint ventures"?

A1. For the purpose of the statement above the County refers to the legal status of the entity as it appears on Sunbiz/Division of Corporations.

Q2. Will an engineering sub consultant be not able to do the design on a project if they are on the selected Owner's Representative firm?

A2. That is correct. Yes, Section I. Item A. applies to sub consultants as well.

 This addendum supersedes any verbal or other instructions given to any proposer qualified to respond pursuant to the requirements set forth in RFP-19-10874-VJ. All other parts of the RFP have been maintained as originally distributed.

Acknowledgment is hereby made of Addendum #2

Signature of Proposer

C: File

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **6.4.b**
3/2/2022

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 lieu of such endorsement(s).

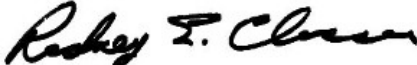
PRODUCER Sihle Insurance Group, Inc. 1021 Douglas Ave. Altamonte Springs FL 32714		CONTACT NAME: Certificate Dept. PHONE (A/C, No, Ext): 407-869-0962 E-MAIL ADDRESS: Certificates@sihle.com		FAX (A/C, No): 407-774-0936
INSURED ZHA Incorporated 601 N Magnolia Ave #100 Orlando FL 32801		INSURER(S) AFFORDING COVERAGE		NAIC #
ZHA INCO-01		INSURER A : Continental Casualty Company		20443
		INSURER B : Technology Insurance Company		42376
		INSURER C : Kinsale Insurance Company		38920
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES **CERTIFICATE NUMBER: 1427920338** **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		6045383187	9/5/2021	9/5/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			6045383187	9/5/2021	9/5/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			6045382704	9/5/2021	9/5/2022	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	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	TWC3959599	4/1/2021	4/1/2022	☒ 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
C	Professional Liability			01001680860	11/2/2021	11/2/2022	Each Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
When required by written contract those parties listed in said contract, including the certificate holder are added as an additional insured with respect to the General Liability as afforded by the policy and/or endorsements.

CERTIFICATE HOLDER City of Holly Hill 1065 Ridgewood Avenue 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 
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Attachment: ZHA COI (2022-R-18 : Piggybacking Osceola County Agreement for Construction Management & Owner's Representative

STANDARD FORM FOR PIGGYBACK CONTRACTS

The City of Holly Hill ("City") enters this "Piggyback" Contract with ZHA Inc., hereinafter referred to as the "Consultant", under the terms and conditions hereinafter provided. The City and the Consultant agree as follows:

1. The Purchasing Policy for the City of Holly Hill allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Consultant has entered a contract with Osceola County, said contract being identified as: RFP 19-10874-VJ Construction Management/Owners representative services for Community Development projects said original contract being referred to as the "original government contract".

2. The original government contract is incorporated herein by reference and is attached as Exhibit "A" to this contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

3. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this contract between the Consultant and the City of Holly Hill, as follows:

- a) Period ("Term") of the Agreement: This agreement shall become effective upon execution by both parties, and shall remain in effect through October 6, 2022, and may be renewed for two (2) additional one-year terms
- b) Insurance Requirements: Except as otherwise specified in this agreement, the CONSULTANT and all sub-consultants of any tier shall be required at their sole cost and expense to maintain in effect at all times during the performance of work, insurance coverage with limits not less than those set forth in the original government contract.
- c) Any other provisions that will be modified: The CONSULTANT agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, Florida Statutes, the CONSULTANT must: (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 public with a copy of the public records requested or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, 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 term of this Agreement and following completion of this Agreement if the CONSULTANT does not transfer the records to the City, (4) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the CONSULTANT or keep and maintain public records required by the City to perform the service. If the CONSULTANT transfers all public records to the City upon completion of this Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of this Agreement,

the CONSULTANT 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, and (5)..If the CONSULTANT does not comply with a public records request, the City shall enforce any and all Agreement provisions in accordance with this Agreement and the CONSULTANT shall be subject to all rights and remedies of the City and the public under controlling State law.

A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the CONSULTANT of the request, and the CONSULTANT must provide the records to the City or allow the records to be inspected or copied within a reasonable time. Failure by the CONSULTANT to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The CONSULTANT shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the CONSULTANT and shall promptly provide the City with a copy of the CONSULTANT's response to each such request.

The CONSULTANT agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S (CONSULTANT'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 248-9441, VALERIE MANNING, CMC, CITY CLERK, CITY HALL, CITY OF HOLLY HILL, 1065 RIDGEWOOD AVENUE, HOLLY HILL, FLORIDA 32117, CITYCLERK@HOLLYHILLFL.ORG

- d) Address change for Article 19 and all other address references within the RFP for the City of Holly Hill: Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Consultant agrees that he/she/it will send notices, invoices and will conduct all business with the City of Holly Hill, attention of City Manager, at City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117. The City Manager's contract information is Joseph Forte, City Manager, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, telephone number (386) 248-9425, and email jforte@hollyhillfl.org.
- e) The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

- f) All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Holly Hill and the Consultant.

Entered this 8th day of March, 2022.

ATTEST

ZHA Inc.




Andrew L. Brooks, Executive Vice President

March 1, 2022

Date

ATTEST

CITY OF HOLLY HILL

City Clerk

Joseph Forte, City Manager

Date

For the use and reliance of the City of Holly Hill only. Approved as to form and legal sufficiency.

Scott Simpson, City Attorney



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

**City Commission
Ordinance**

7.1

MEETING DATE: March 8, 2022
FROM: Brian Walker
SUBJECT: **SECOND READING - an Ordinance Adopting Large Scale Comprehensive Plan Amendments in Accordance with Ch. 163, Part II, Florida Statutes; Amending the Coastal Management Element to Add Objectives and Policies for Flood Risk Planning in Accordance with Florida Statutes Section 163.3178(2)(F); Repealing All Ordinances and Parts of Ordinances in Conflict Herewith; and Providing an Effective Date.**
NUMBER: 2021-O-3038
APPLICANT: Brian Walker
PLANNER:

PROJECT REQUEST

A request by the Community Development Department, to approve a Large-Scale Comprehensive Plan Text Amendment, amending the Coastal Management/Conservation Element, adding Objectives and Policies for flood risk planning in accordance with F.S. 163.3178(2)(f) (1-6).

PROJECT DESCRIPTION

On May 21, 2015, Senate Bill 1094, “An Act relating to the peril of flood” was signed into law. Senate Bill 1094 requires consideration of future flood risk from storm surge and sea level rise in certain portions of local government comprehensive plans. In accordance with SB 1094, Florida Statute section 163.3178(2)(f), now includes sea-level rise as one of the causes of flood risk that must be addressed in the “redevelopment principles, strategies, and engineering solutions” to reduce flood risk. The amendment to the Coastal Management Element of the Comprehensive Plan is proposed to comply with this law.

The law expands the flood insurance that may be offered by admitted insurance carriers, requires local governments to include a redevelopment component to reduce the risk of flood when drafting comprehensive coastal management plans, and requires surveyors and mappers to submit elevation certificates to the Division of Emergency Management.

The law specifies components that must be contained in the Coastal Management Element required for a local government comprehensive plan. Each must contain a coastal redevelopment component that addresses how to eliminate inappropriate and unsafe development in the coastal areas when opportunities arise.

The Redevelopment Component Must Now:

1. Include development and redevelopment principles, strategies, and engineering solutions that reduce the flood risk in coastal areas which results from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise.
2. Encourage the use of best practices development and redevelopment principles, strategies, and engineering solutions that will result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency.
3. Identify site development techniques and best practices that may reduce losses due to flooding and claims made under flood insurance policies issued in this state.
4. Be consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. part 60.
5. Require that any construction activities seaward of the coastal construction control lines established pursuant to s. 161.053 be consistent with chapter 161.
6. Encourage local governments to participate in the National Flood Insurance Program Community Rating System administered by the Federal Emergency

In response to this requirement, staff wrote a proposed amendment to the Conservation Element to include language addressing Peril of Flood and received approval from the City Commission on April 13, 2021, to transmit the proposed amendment to the Department of Economic Opportunity (DEO).

In response to the City's proposed amendment, the DEO sent a letter dated May 14, 2021. The letter stated that the Department did not have any comments related to adverse impacts nor did they have any challenge to the proposed amendment. The Department did have a technical assistance comment as a suggestion, which staff has addressed.

The suggested comment is that staff provide specific data and analysis in order to identify current and future flood potential, including the impacts of sea level rise and add specific principles, strategies, and engineering solutions that reduce the flood risk in coastal areas that will result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency and incorporate site development techniques and best practices that may reduce losses due to flooding and claims made under flood insurance policies pursuant to the requirements of F.S. Section 163.3178(2)(f) 1-3.

In response to the Department's letter, the city has taken several steps to address the suggested technical assistance comment.

Using maps provided by East Central Florida Regional Planning Commission, the city has identified areas projected to be inundated by sea-level rise as early as the year 2040 and through 2100.

Using the National Weather Service (Sea, Lake, and Overland Surges from Hurricanes) SLOSH Model, the city has identified areas at risk of storm surge based on category 1 through category 5 storms.

Using the National Oceanic and Atmospheric Administration's (NOAA) Coastal Flood Exposure Mapper, the city has identified and evaluated public infrastructure and structures that are at high risk to potential sea level rise and frequent storm surge and flood events; including but not limited to: public buildings and facilities, including police and fire stations; water and sewage facilities and roads.

Flood vulnerabilities were also assessed using Volusia County's Integrated Floodplain Management Plan of 2018 which encompasses a snapshot of floodplain hazards throughout the County, but also provides separate jurisdictional plans including for the City of Holly Hill.

Evacuation Routes Vulnerable to Coastal Flooding by sea level rise within Holly Hill were assessed using the data provided in Resilient Volusia County 2017. The city also reviewed the recommendations of the East Central Florida Regional Planning Commission's Resiliency Action Plan and Volusia County's FEMA approved Local Mitigation Strategy Plan. These plans provide information regarding best practices and recommendations.

Based on the analysis conducted, the city has incorporated principles, strategies, best practices, and engineering solutions, to reduce flood risk, reduce flood losses, minimize impacts to facilities that are at risk of damage because of storm surge, sea level rise and flooding.

Goal # 3 within the comprehensive plan's Coastal Management/Conservation element, has been updated and contains four new objectives and thirty-seven new policies to address the requirements of F.S. 163.3178(2)(f) 1-3. These are attached as Exhibit "A". The entire element including added and deleted language has been included as Exhibit "B".

Attached also are maps used by the city in its analysis. The various plans used in staff's analysis and policy updates, such as the East Central Florida Regional Planning Commission's Resiliency Action Plan, the Volusia County FEMA approved Local Mitigation Strategy Plan, and Resilient Volusia County 2017, are included by reference only.

The proposed updates and analysis were sent to DEO for review, and based on their positive feedback, staff is bringing the proposed amendment forward for adoption.

STAFF

RECOMMENDATION

Staff recommends approval a Large-Scale Comprehensive Plan Text Amendment, amending the Coastal Management/Conservation Element, adding Objectives and Policies for flood risk planning in accordance with FS 163.3178(2)(f).

ATTACHMENTS:

- 2021 FDEM CHHA Map (PDF)
- Holly Hill NOAA Map (PDF)
- Holly Hill USACE (PDF)
- SLOSH - FEMA MAPS (PDF)
- EXHIBIT A - Added and Deleted Language (PDF)

- Entire Element Including Added and Deleted Language (PDF)

HISTORY:

04/13/21

City Commission

APPROVED AT 1ST READING

Next: 03/08/22

Brian Walker, City Planner stated that staff recommends transmittal of the proposed Ordinance amending the Coastal Management/Conservation Element, adding Objectives and Policies for flood risk planning, to State and regional review agencies, and, subject to such review, adoption of the Ordinance amending the Coastal Management/Conservation Element, adding Objectives and Policies for flood risk planning in accordance with FS 163.3178(2)(f)1. Once he has received the review back from the State, this Ordinance will come before the Commission for second and final reading.

Mayor Via opened public participation. No one spoke.

Ordinance No. 2021-3038

SECOND READING - AN ORDINANCE ADOPTING LARGE SCALE COMPREHENSIVE PLAN AMENDMENTS IN ACCORDANCE WITH CH. 163, PART II, FLORIDA STATUTES; AMENDING THE COASTAL MANAGEMENT ELEMENT TO ADD OBJECTIVES AND POLICIES FOR FLOOD RISK PLANNING IN ACCORDANCE WITH FLORIDA STATUTES SECTION 163.3178(2)(F); REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE ADOPTING A LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT IN ACCORDANCE WITH CH. 163, PART II, FLORIDA STATUTES; AMENDING THE COASTAL MANAGEMENT ELEMENT TO ADD OBJECTIVES AND POLICIES FOR FLOOD RISK PLANNING IN ACCORDANCE WITH FLORIDA STATUTES SECTION 163.3178(2)(f); REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 163, Part II, Florida Statutes (2018), provides for the amendment of a comprehensive plan; and

WHEREAS, amendments have been proposed to the Coast Management Element of the City of Holly Hill's Comprehensive Plan, to add objectives and policies for flood risk planning in compliance with §163.3178(2)(f), Florida Statutes; and

WHEREAS, the City Manager has transmitted the proposed amendments and any supporting data and analyses to the Florida Department of Economic Opportunity and provided a copy of the proposed amendments to the Regional Planning Council, the St. Johns Water Management District, the County of Volusia, the Florida Departments of State, Transportation, and Environmental Protection, and to any requesting agency, within 10 days of the first reading in accordance with the requirements of § 163.3184(3)(b), Florida Statutes; and

WHEREAS, the City has reviewed the comments provided by the above referenced agencies; and

WHEREAS, the Board of Planning and Appeals, in accordance with Section 163.3174(4)(a), Florida Statutes, has held one or more public hearings with public notice, has solicited public participation in the preparation and consideration of the proposed amendments and recommends approval; and

WHEREAS, the City Manager supports the Board of Planning and Appeals recommendation.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The Coastal Management Element of the City's Comprehensive Plan is hereby amended as shown in the attached Exhibit "A".

SECTION 2. It is hereby found that the proposed amendments meet the requirements of Ch. 163, part II, Florida Statutes.

SECTION 3. Public Hearings at 6:00 p.m., Monday, April 5, 2021, and Tuesday, April 13, 2021, in Commission Chambers, City Hall, 1065 Ridgewood Avenue , Holly Hill, Florida, after notice published in accordance with §163.3184(11), Florida Statutes, are deemed to comply with law.

SECTION 4. Within 10 working days after the adoption of this ordinance , the City Manager shall submit a transmittal letter to the Department of Economic Opportunity and any other agency that provided timely comments, with information and attachments, in accordance with §163.3184(3)(c)2, Florida Statutes.

SECTION 5. The effective date of these plan amendments shall be in accordance with §163.3184(3) (c) 4, Florida Statutes, and Volusia Growth Management Commission's issuance of a Certificate of Consistency.

SECTION 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or development dependent on this amendment may be issued or commence before it has become effective.

EXHIBIT "A"

Red underlined text has been added.

~~Strike thru is being deleted.~~

GOAL 3 - REDUCE THE EXPOSURE OF LIFE AND PROPERTY TO THE HAZARDS OF EROSION, ~~AND~~ FLOODING, SEA LEVEL RISE, AND STORM SURGE, BY ELIMINATING INAPPROPRIATE AND UNSAFE DEVELOPMENT, AND MITIGATING FLOOD RISK TO

EXISTING AND FUTURE DEVELOPMENT IN THE COASTAL AREAS THAT ARE OF HIGH RISK OF FLOODING DUE TO STORM SURGE, HIGH TIDE EVENTS, FLASH FLOOD, STORMWATER RUNOFF AND SEA LEVEL RISE AS OPPORTUNITIES ARISE.

Policy 3.1.1 - Uses and structures permitted in the coastal high-hazard area ~~should~~ will as much as is feasible, include only those able to withstand a Category 3-5 storm without serious damage.

~~Objective 3.2: Provide for the conservation and protection of wildlife, fisheries and their habitats:~~

~~**Policy 3.2.1:** Based upon data and research contained in the Volusia County Manatee Protection Plan, the City shall not allow more than 595 motorized boat slips to exist along the Halifax River shoreline, including both existing and future slips.~~

~~**Policy 3.2.2:** Single family residential lots with Halifax River frontage shall be guaranteed their riparian rights to have a maximum of one motorized boat slip per lot.~~

~~**Policy 3.2.3:** The City shall prohibit boating service or storage operations which provide commercial "dry storage" for motorized boats along the Halifax River shoreline.~~

Policy 3.5.9 - The City shall require redevelopment be consistent with or more stringent than the flood resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R., Part 60, as amended.

Policy 3.5.10 - The City shall require that any construction activities seaward of the coastal construction control lines established pursuant to F S 161 053 be consistent with Chapter 161, as amended.

Policy 3.5.11 - The City shall continue to participate in the Community Rating System (CRS) administered by the Federal Emergency Management Agency (FEMA) to achieve flood insurance premium discounts for residents.

Objective 3.6 - The Coastal storm area shall include the following areas:

- The Coastal High Hazard Area (CHHA) and
- Areas of the City projected to be inundated by sea-level rise as early as 2040 through 2100 based on maps developed by the East Central Florida Regional Planning Commission.

Objective 3.7 - The City shall continue to include development and redevelopment principles, strategies, and engineering solutions, that reduce the flood risk in coastal areas which result from high tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea level rise.

Policy 3.7.1 - Implement as opportunities arise, the recommendations of East Central Florida Regional Resiliency Action Plan - as adopted by the Volusia council in July 2019.

Policy 3.7.2 - Implement as opportunities arise, the approaches outlined in Resilient Volusia County 2017 of Accommodation, Protection, and Retreat, when considering options in addressing vulnerabilities and risk in planning for sea level rise. Incorporate strategies shown in Table 14 of the USACE Technical Letter 1100-21-1 into the City's flood management plan.

Policy 3.7.3 - The City will coordinate with FDOT or the River to Sea Transportation Planning Organization, in relation to identifying and addressing vulnerable/at risk transportation infrastructure using the best available data and tools to assist FDOT to implement the goal of providing an agile, resilient and quality transportation infrastructure system.

Policy 3.7.4 - The City shall review its Land Development Regulations and update as necessary to include elevated grade surfaces, elevated structures, floodable development, increased buffers and setbacks, higher floor elevations and incorporation of natural infrastructure for increased resilience.

Policy 3.7.5 - The City will coordinate with Volusia County or The East Central Florida Regional Planning Commission, to review the need to designate Adaptation Action Areas (AAAs) within the City, per Florida State Law, in order to: a. Identify areas of significance that are vulnerable to the impacts of rising sea level; b. Identify and implement adaptation policies to increase community resilience; and c. Enhance the funding potential of infrastructure adaptation projects.

Policy 3.7.6 - The City will coordinate and participate with Volusia County on updates to climate related policies and maps, which will be updated at a minimum every 5 years based on best available data.

Policy 3.7.7 - The City will implement as needed, and continue to implement, adaptation strategies such as:

- Continue to move forward with plans to repair/replace existing stormwater piping and building new stormwater infrastructure.
- The City will implement a backflow prevention system along the Intracoastal area on Riverside Drive where an analysis indicates regular flooding of the road along the Intracoastal Waterway.
- The City will continue with the design and construction of a stormwater drainage system on Flomich Street and Alabama Avenue.
- The City will continue to implement its annual pipelining program to reline pipes as needed in order to improve the City's stormwater flow.

Policy 3.7.8 - The City shall continue to upgrade its stormwater infrastructure through drainage improvements, installation of tidal backflow preventers, and seawall repair in addition to sustainable flood management actions such as use of pervious pavement and

maintenance of natural preservation areas.

Policy 3.7.9 - In the Coastal Storm Area and areas inundated by a Category 2 hurricane as depicted by the SLOSH model, the City shall not allow variances that are feasibly avoidable when such variances will contribute to flood risk.

Policy 3.7.10 - The City shall continue to consider, whenever feasible, purchasing properties in areas most vulnerable to destructive storm surges for recreation uses and open space.

Policy 3.7.11 - As updates are made to the City's comprehensive plan, flood policy will be dispersed throughout its plan elements as appropriate.

Policy 3.7.12 - Support local and regional mapping, modeling and monitoring programs to assure the most current and locally-specific data on climate change vulnerability and sea-level rise is available.

Policy 3.7.13 - The City will implement as opportunities arise, Volusia County's FEMA-approved Local Mitigation Strategy to reduce damage in areas of repetitive loss due to flooding.

Policy 3.7.14 - Available flood elevation certificates shall continue to be made available to the public.

Policy 3.7.15 - The City will continue to implement its Stormwater Management Master Plan as updated in January 2015, which provides guidance for the reduction of flooding and increased water quality as a result of stormwater runoff.

Policy 3.7.16 - The City shall provide adequate funding to continue to implement City projects and programs funded by Stormwater Utility Fees to reduce hazards associated with flooding.

Policy 3.7.17 - The City shall continue its Drainage System Maintenance Program which involves storm drain cleaning, mowing of City rights-of-way, swale areas, street sweeping and cleaning clogged drainage systems.

Policy 3.7.18 - The City shall continue flood inspections which are used to prioritize various drainage projects being designed for construction improvements.

Policy 3.7.19 - The City shall encourage the design and construction of Capital Improvement Projects that require the use of proven methods in the design of drainage systems that will provide flood protection, add water quality improvements to the system, and to reduce pollution found in stormwater runoff.

Policy 3.7.20 - As part of the development application review process, the City engineer shall review the stormwater management designs of private developers.

Policy 3.7.21 - The City shall continue to work with local, state and federal partners, to target repetitive loss properties for possible acquisition or mitigation of flood hazard through hard and soft structural, and non-structural adaptation strategies including elevating existing structures.

Policy 3.7.22 - If feasible, no public buildings shall be constructed within the 100-year flood with the exception of minor structures including public restrooms and picnic shelters which are customarily provided to support recreation and open space activities, and pedestrian access facilities.

Policy 3.7.23 - The City shall collaborate with stakeholders at least every 5-years, or earlier, to analyze the best available data and maintain efforts to identify and understand the risks, vulnerabilities, and opportunities for resiliency strategies within the updated planning horizons.

Objective 3.8 - The city shall encourage the use of best management practices, development and redevelopment principles, strategies, and engineering solutions, that will result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency (FEMA).

Policy 3.8.1 - To gradually remove real property from flood zone designations, the City shall encourage where feasible, the strategic relocation of such properties to safer areas and direct new development away from vulnerable areas.

Policy 3.8.2 - Where possible the City will consider the acquisition of severe repetitive loss properties, which have sustained repeated flood losses for use as public open space.

Policy 3.8.3 - The City shall continue to use the Future Land Use Map and best available data mapping tools provided by such agencies as the National Oceanic and Atmospheric Administration (NOAA), as the basis for development and redevelopment in areas of the City that are at high risk for high-tide events, storm surges, flash floods, storm water runoff and sea level rise.

Objective 3.9 - The City shall continue to identify site development techniques and best management practices that may reduce losses due to flooding and claims made under flood insurance policies issued in the state.

Policy 3.9.1 - The City shall continue to work with local, state and federal partners to target repetitive loss properties for possible acquisition or mitigation of flood hazard through hard and soft structural, and non-structural adaptation strategies including elevating existing structures.

Policy 3.9.2 - Site plan review criteria shall consider location, site design, land use types, density and intensity of uses, landscaping, and building design for impacts or potential mitigation effects from sea-level rise and other future flood hazard scenarios.

Policy 3.9.3 - Strongly discourage plan amendments that would place additional residential and non-residential development at risk of flooding from sea-level rise and promote where feasible the clustering of development and the transfer of density/intensity of uses to increase contiguous pervious surface, in order to address flood impacts.

Policy 3.10.4 - The City shall require that new development and redevelopment in areas that are of high risk of flooding due to storm surge, high tide events, flash flood, stormwater runoff, and sea level rise incorporate building design specifications, engineering solutions, site development techniques, and management practices that reduce risk and losses due to flooding.

Policy 3.9.5 - The City shall prohibit the location of critical infrastructure when feasible in the Coastal Storm Area and the area inundated by a Category 2 hurricane as depicted by the SLOSH model.

Policy 3.9.6 - The floodplain administrator/building official shall review all permit applications to determine whether proposed development sites will be reasonably safe from flooding. If a proposed development site is in a flood hazard area, all site development activities, new construction, and substantial improvements shall be designed and constructed with methods, practices and materials, that minimize flood damage.

Policy 3.9.7 - The City will continue to require the use of erosion and sediment control during construction and project development activities.

Policy 3.9.8 - In order to reduce losses due to flooding and claims made under flood insurance policies, the City will use site development techniques and best management practices such as:

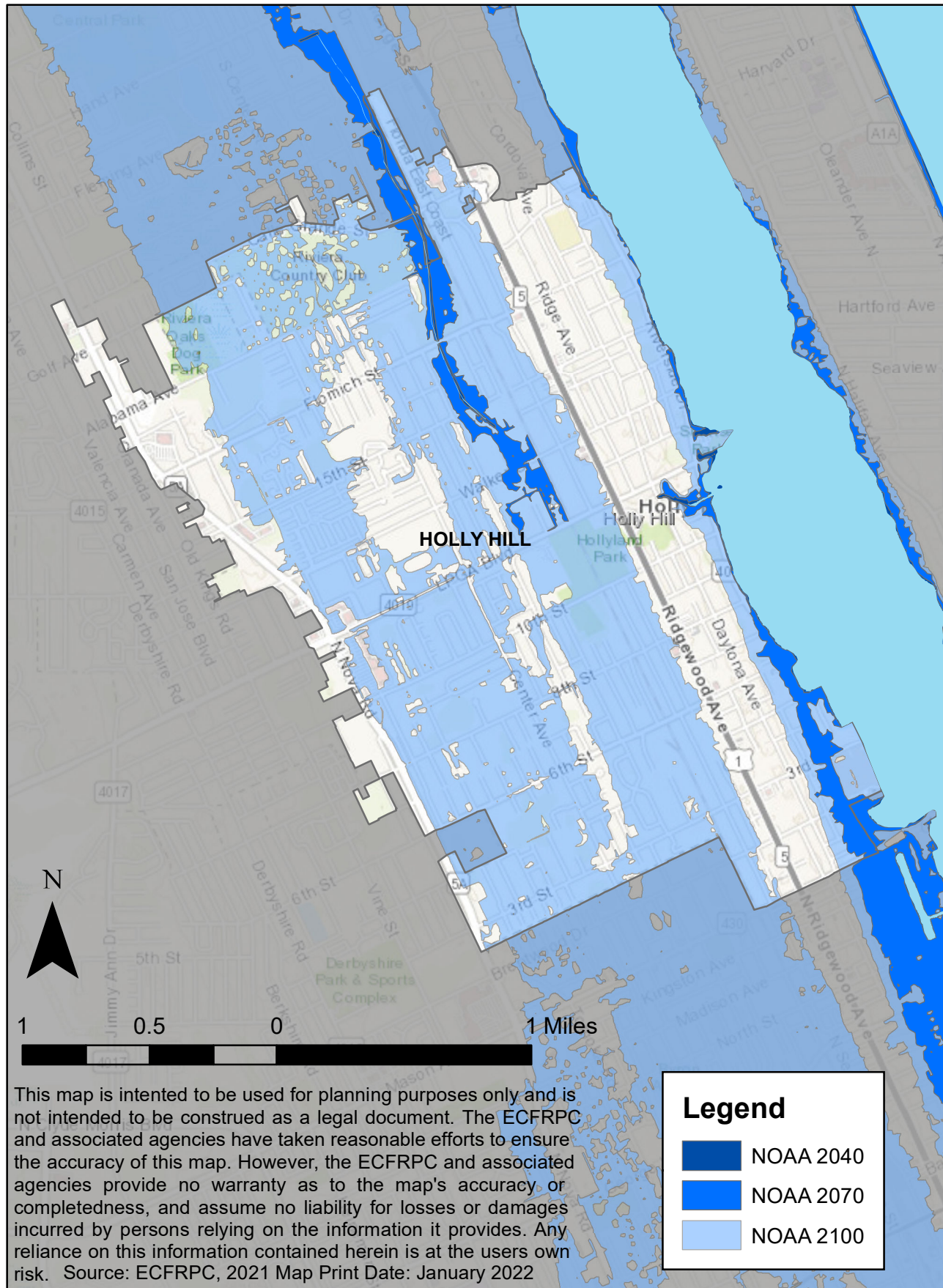
- Low impact development
- Use of native vegetation
- Pervious surfaces
- Land Development Code updates
- Comprehensive Plan updates
- Encourage the removal of impervious surfaces as opportunities arise
- Principles, strategies, and engineering solutions to reduce flood risk in coastal areas
- Utilize vegetation and natural features to minimize surface runoff and reduce flood risks
- Open space preservation
- Increased setbacks and buffers
- Landscape retention areas

APPROVED AND AUTHENTICATED on this 8th day of MARCH, 2022 for second and final reading.

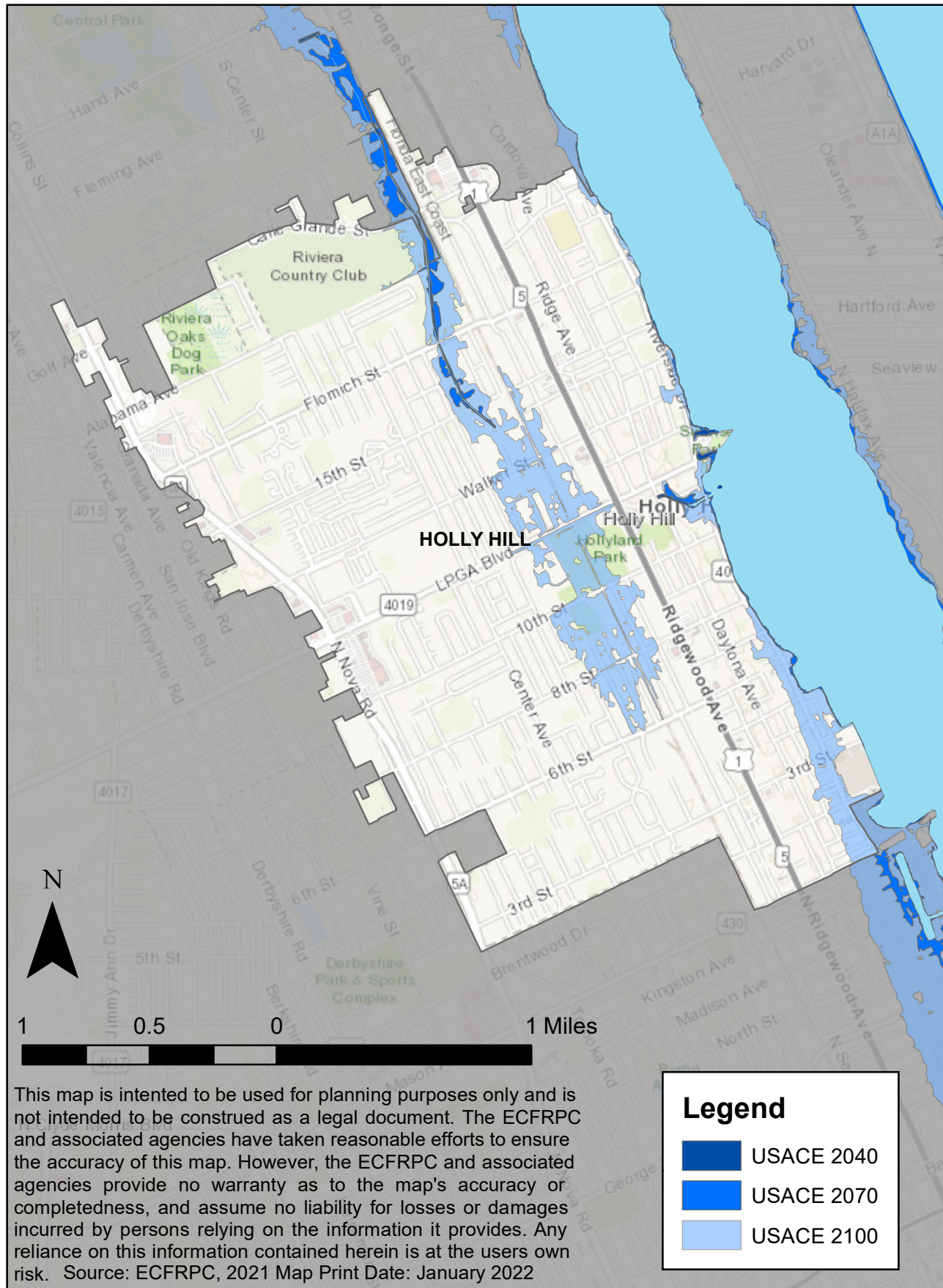
CITY OF HOLLY HILL
FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2021 COASTAL HIGH HAZARD AREAS MAP



Holly Hill Projected Sea Level Rise (NOAA)



Holly Hill Projected Sea Level Rise (USACE)

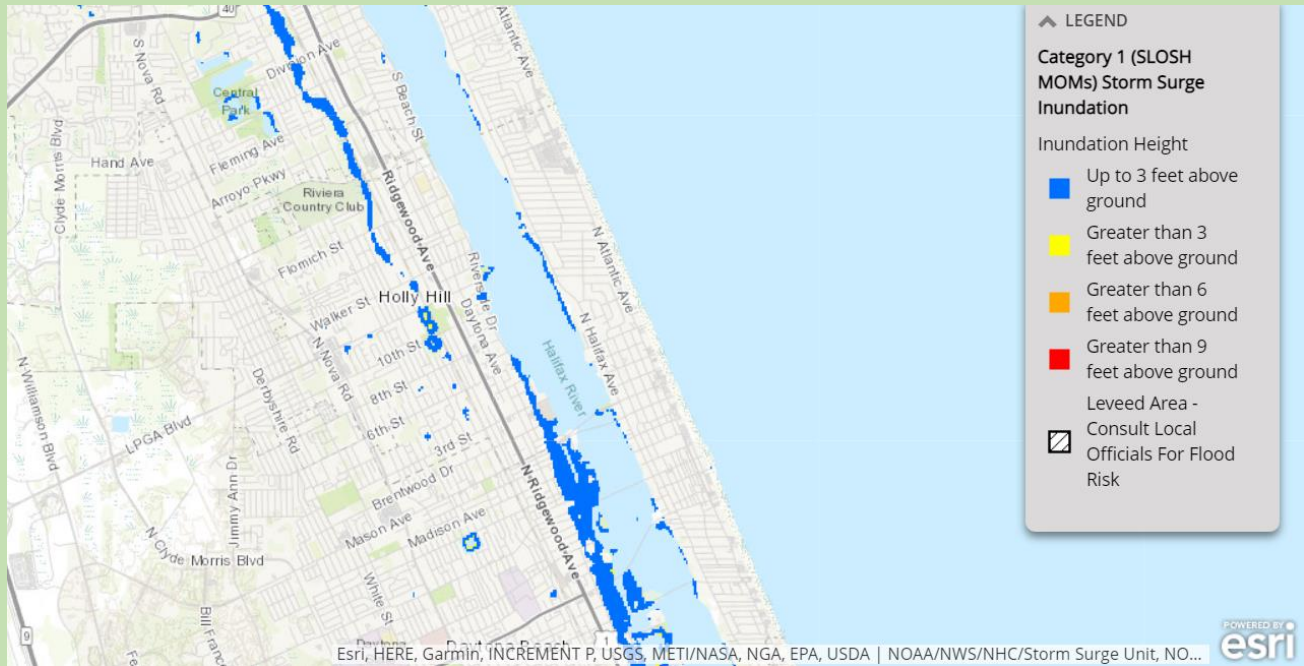


CITY OF HOLLY HILL

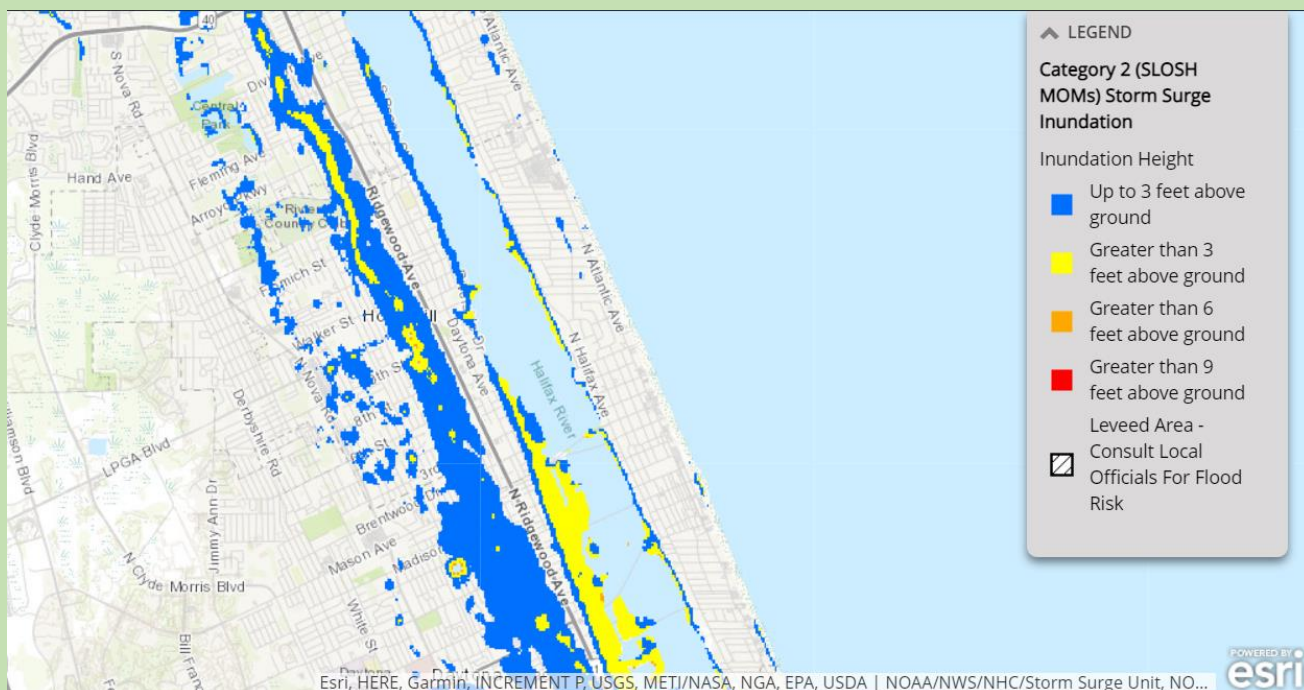
NATIONAL WEATHER SERVICE - SLOSH MODEL

Storm Surge Inundation from Category 1 through Category 5 Storm

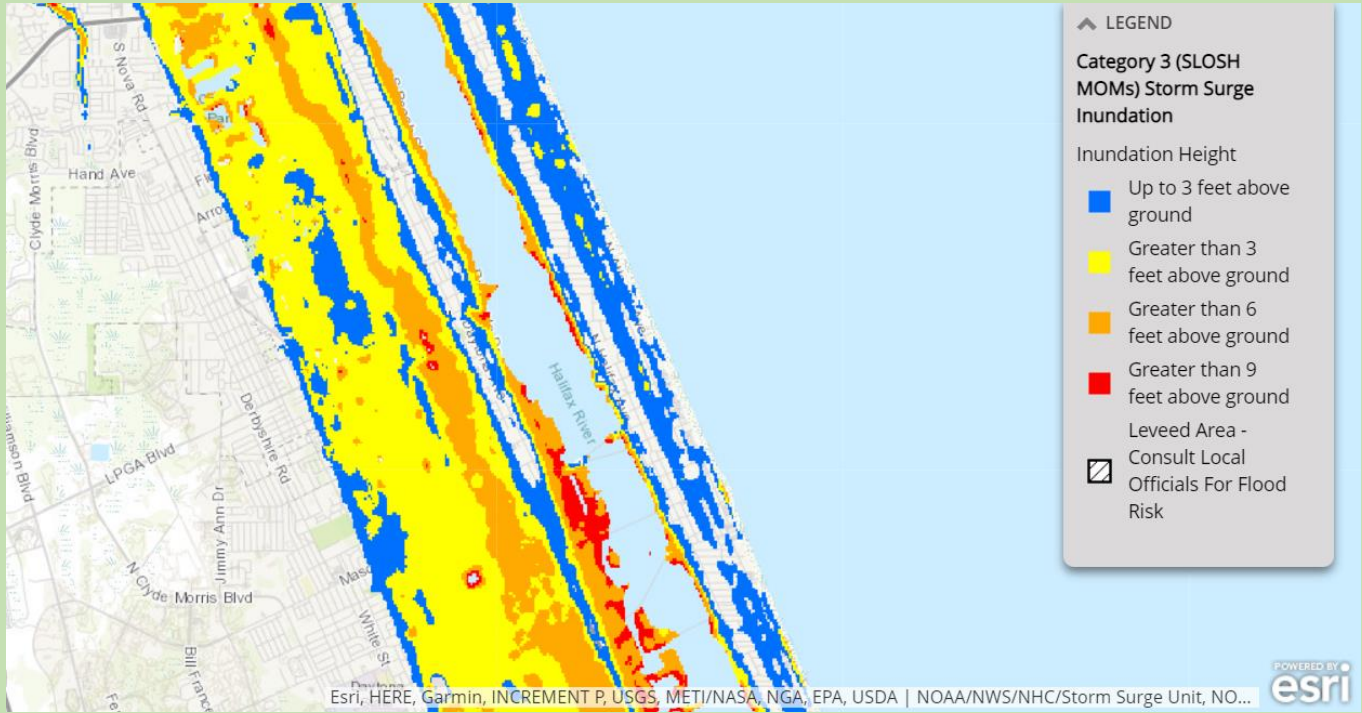
Category 1



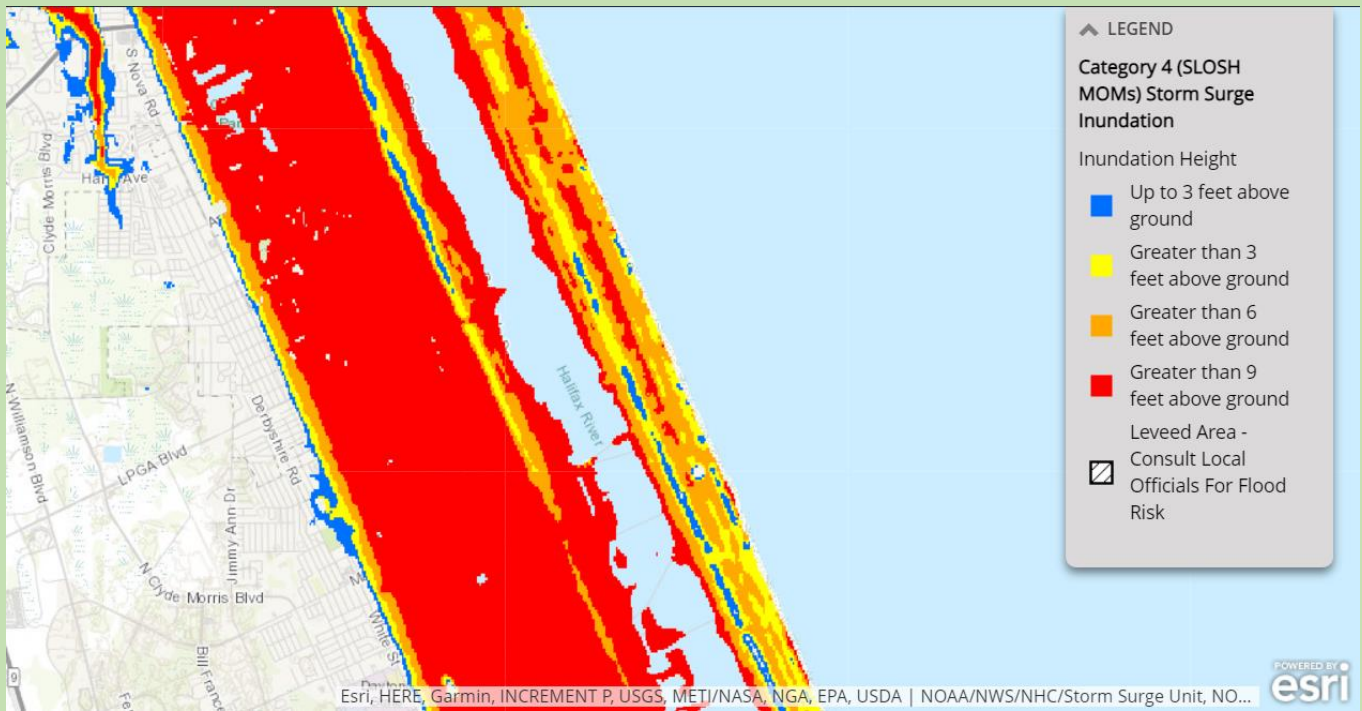
Category 2



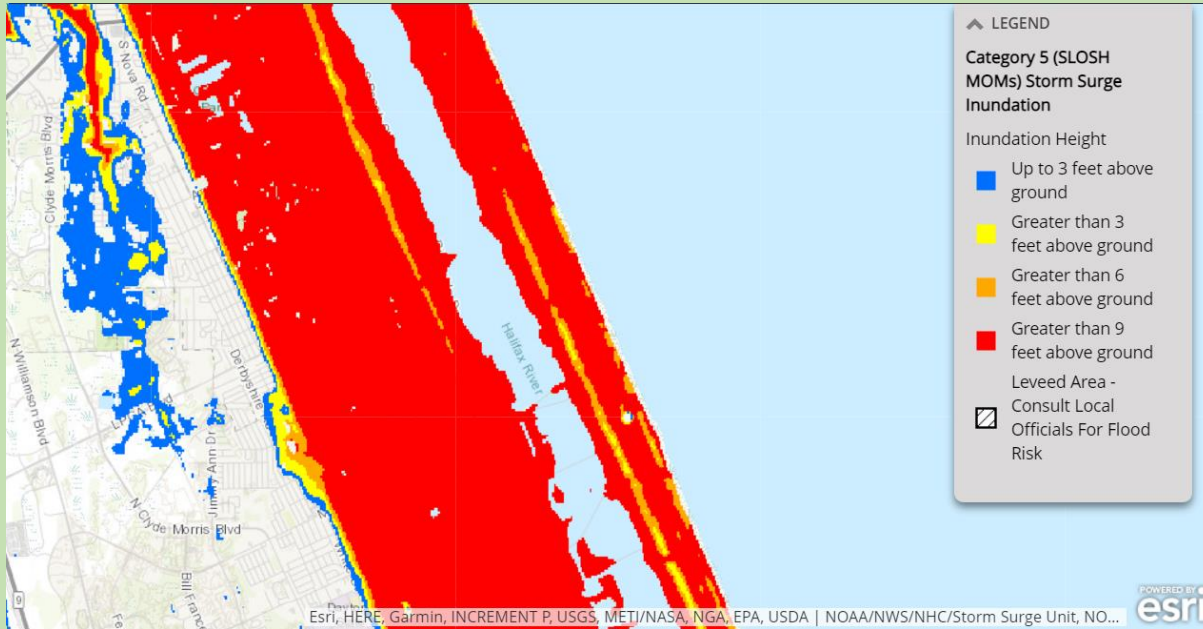
Category 3



Category 4



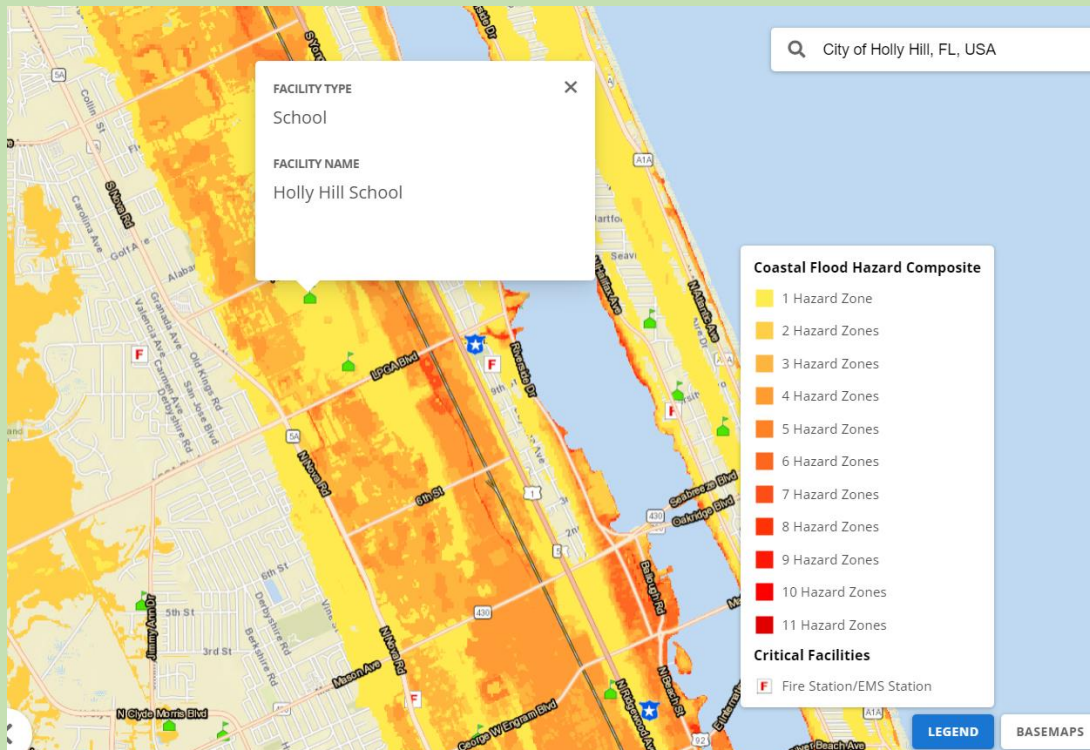
Category 5

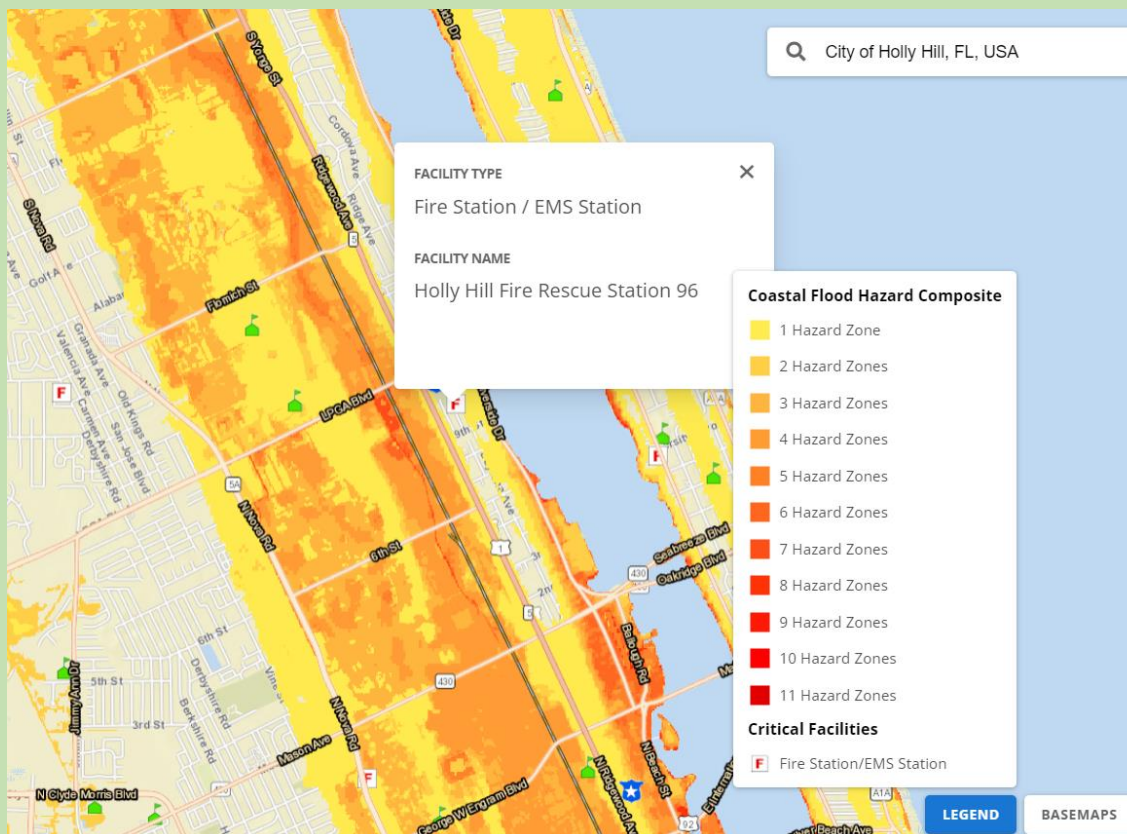
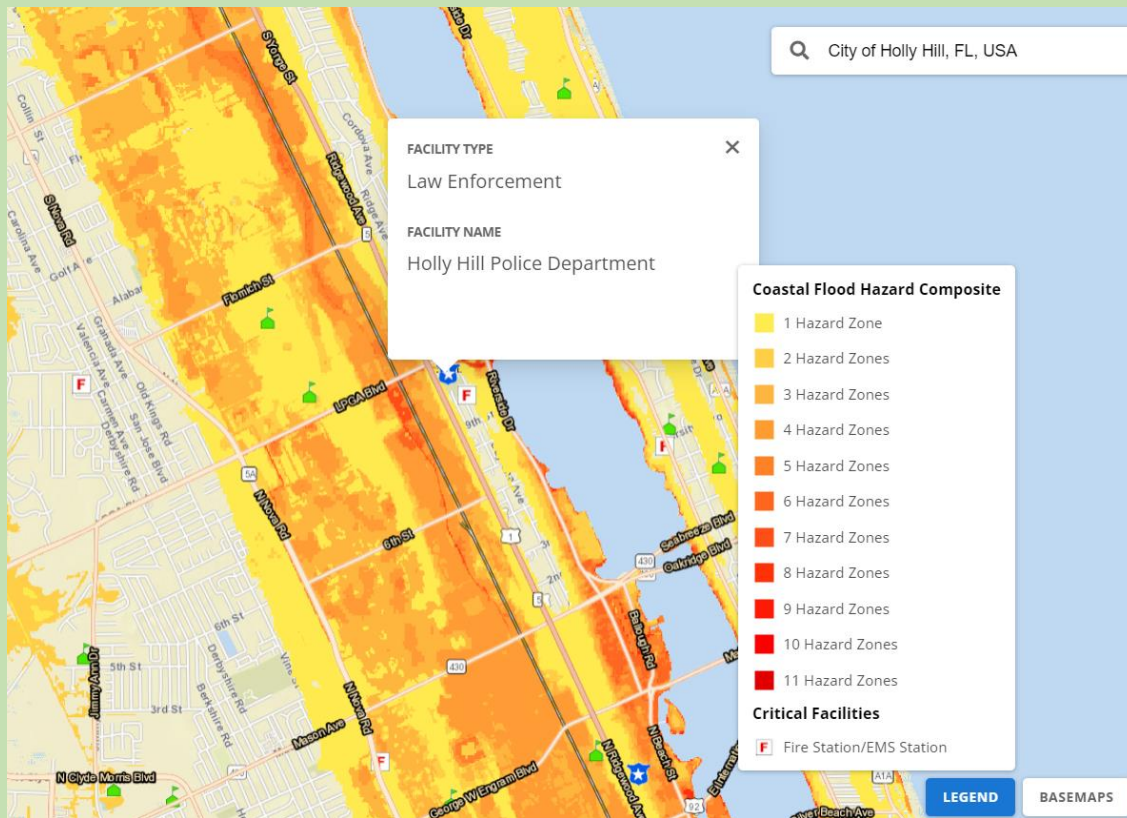


NOAA'S Coastal Flood Exposure Mapper.

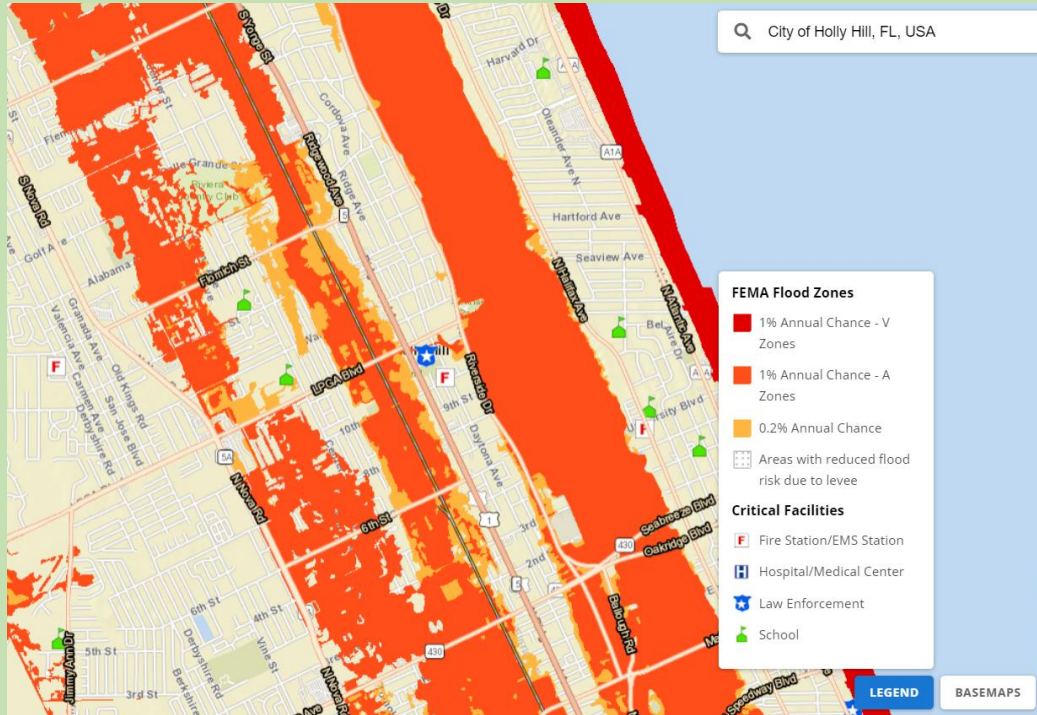
Coastal Flood Areas Composite with Critical Infrastructure

Areas of critical infrastructure were located and their susceptibility to flooding was assessed using NOAA'S Coastal Flood Exposure Mapper.

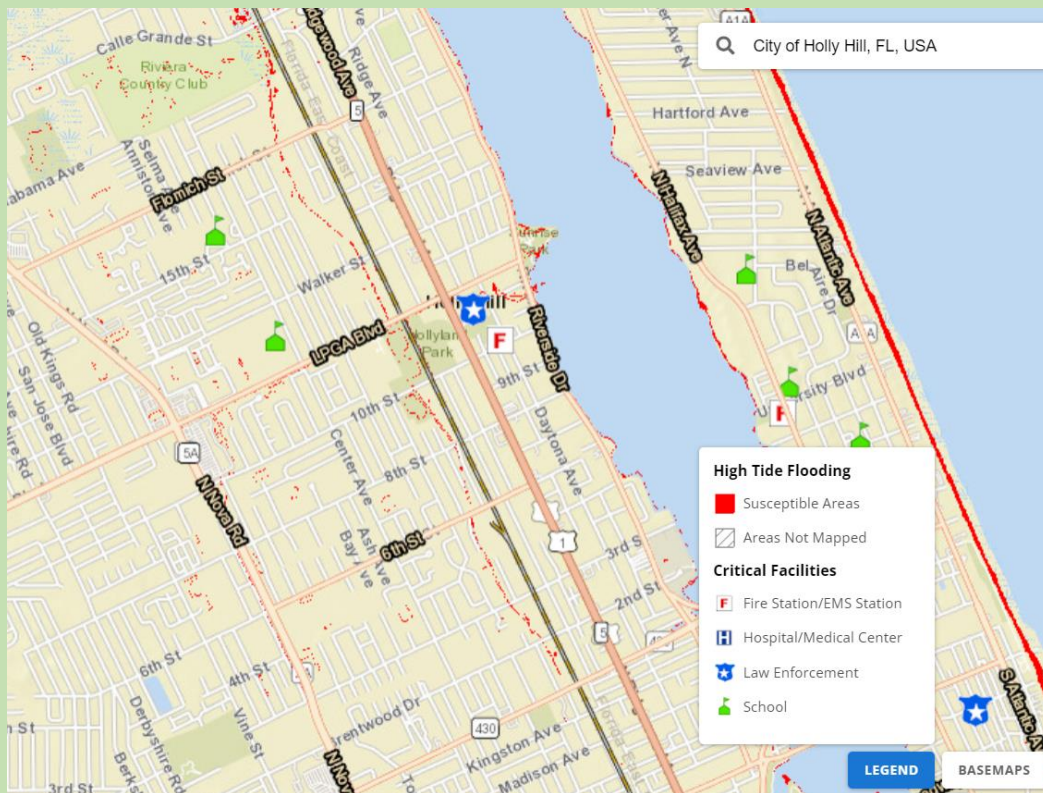




FEMA Flood Map with Critical Facilities



High Tide Flooding – canals and coast are most susceptible



CHAPTER 5

COASTAL MANAGEMENT/CONSERVATION ELEMENT

Red underlined text has been added.

~~Strike thru is being deleted.~~

Objective 3.2 is being deleted because it appears twice.

GOAL 3 - REDUCE THE EXPOSURE OF LIFE AND PROPERTY TO THE HAZARDS OF EROSION, ~~AND~~ FLOODING, SEA LEVEL RISE, AND STORM SURGE, BY ELIMINATING INAPPROPRIATE AND UNSAFE DEVELOPMENT, AND MITIGATING FLOOD RISK TO EXISTING AND FUTURE DEVELOPMENT IN THE COASTAL AREAS THAT ARE OF HIGH RISK OF FLOODING DUE TO STORM SURGE, HIGH TIDE EVENTS, FLASH FLOOD, STORMWATER RUNOFF AND SEA LEVEL RISE AS OPPORTUNITIES ARISE.

Objective 3.1: The City shall maintain, review and update the post-disaster redevelopment plan.

Policy 3.1.1 - Uses and structures permitted in the coastal high-hazard area ~~should~~ will as much as is feasible, include only those able to withstand a Category 3-5 storm without serious damage.

Policy 3.1.2 - The City shall not expend public funds for infrastructure improvements that will subsidize or otherwise encourage new development or redevelopment in the coastal high-hazard area, except as may be necessary to preserve human life or health or enhance public access to coastal recreation.

~~**Objective 3.2: Provide for the conservation and protection of wildlife, fisheries and their habitats:**~~

~~**Policy 3.2.1: Based upon data and research contained in the Volusia County Manatee Protection Plan, the City shall not allow more than 595 motorized boat slips to exist along the Halifax River shoreline, including both existing and future slips.**~~

~~**Policy 3.2.2: Single family residential lots with Halifax River frontage shall be guaranteed their riparian rights to have a maximum of one motorized boat slip per lot.**~~

~~**Policy 3.2.3: The City shall prohibit boating service or storage operations which provide commercial "dry storage" for motorized boats along the Halifax River shoreline.**~~

Policy 3.5.9 - The City shall require redevelopment be consistent with or more stringent than the flood resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R., Part 60, as amended.

Policy 3.5.10 - The City shall require that any construction activities seaward of the coastal construction control lines established pursuant to F S 161 053 be consistent with Chapter 161, as amended.

Policy 3.5.11 - The City shall continue to participate in the Community Rating System (CRS) administered by the Federal Emergency Management Agency (FEMA) to achieve flood insurance premium discounts for residents.

Objective 3.6 - The Coastal storm area shall include the following areas:

- The Coastal High Hazard Area (CHHA) and

- Areas of the City projected to be inundated by sea-level rise as early as 2040 through 2100 based on maps developed by the East Central Florida Regional Planning Commission.

Objective 3.7 - The City shall continue to include development and redevelopment principles, strategies, and engineering solutions, that reduce the flood risk in coastal areas which result from high tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea level rise.

Policy 3.7.1 - Implement as opportunities arise, the recommendations of East Central Florida Regional Resiliency Action Plan – as adopted by the Volusia council in July 2019.

Policy 3.7.2 - Implement as opportunities arise, the approaches outlined in Resilient Volusia County 2017 of Accommodation, Protection, and Retreat, when considering options in addressing vulnerabilities and risk in planning for sea level rise. Incorporate strategies shown in Table 14 of the USACE Technical Letter 1100-21-1 into the City's flood management plan.

Policy 3.7.3 - The City will coordinate with FDOT or the River to Sea Transportation Planning Organization, in relation to identifying and addressing vulnerable/at risk transportation infrastructure using the best available data and tools to assist FDOT to implement the goal of providing an agile, resilient and quality transportation infrastructure system.

Policy 3.7.4 - The City shall review its Land Development Regulations and update as necessary to include elevated grade surfaces, elevated structures, floodable development, increased buffers and setbacks, higher floor elevations and incorporation of natural infrastructure for increased resilience.

Policy 3.7.5 - The City will coordinate with Volusia County or The East Central Florida Regional Planning Commission, to review the need to designate Adaptation Action Areas (AAAs) within the City, per Florida State Law, in order to: a. Identify areas of significance that are vulnerable to the impacts of rising sea level; b. Identify and implement adaptation policies to increase community resilience; and c. Enhance the funding potential of infrastructure adaptation projects.

Policy 3.7.6 - The City will coordinate and participate with Volusia County on updates to climate related policies and maps, which will be updated at a minimum every 5 years based on best available data.

Policy 3.7.7 - The City will implement as needed, and continue to implement, adaptation strategies such as:

- Continue to move forward with plans to repair/replace existing stormwater piping and building new stormwater infrastructure.
- The City will implement a backflow prevention system along the Intracoastal area on Riverside Drive where an analysis indicates regular flooding of the road along the Intracoastal Waterway.
- The City will continue with the design and construction of a stormwater drainage system on Flomich Street and Alabama Avenue.
- The City will continue to implement its annual pipelining program to reline pipes as needed in order to improve the City's stormwater flow.

Policy 3.7.8 - The City shall continue to upgrade its stormwater infrastructure through drainage improvements, installation of tidal backflow preventers, and seawall repair in addition to

sustainable flood management actions such as use of pervious pavement and maintenance of natural preservation areas.

Policy 3.7.9 - In the Coastal Storm Area and areas inundated by a Category 2 hurricane as depicted by the SLOSH model, the City shall not allow variances that are feasibly avoidable when such variances will contribute to flood risk.

Policy 3.7.10 - The City shall continue to consider, whenever feasible, purchasing properties in areas most vulnerable to destructive storm surges for recreation uses and open space.

Policy 3.7.11 - As updates are made to the City's comprehensive plan, flood policy will be dispersed throughout its plan elements as appropriate.

Policy 3.7.12 - Support local and regional mapping, modeling and monitoring programs to assure the most current and locally-specific data on climate change vulnerability and sea-level rise is available.

Policy 3.7.13 - The City will implement as opportunities arise, Volusia County's FEMA-approved Local Mitigation Strategy to reduce damage in areas of repetitive loss due to flooding.

Policy 3.7.14 - Available flood elevation certificates shall continue to be made available to the public.

Policy 3.7.15 - The City will continue to implement its Stormwater Management Master Plan as updated in January 2015, which provides guidance for the reduction of flooding and increased water quality as a result of stormwater runoff.

Policy 3.7.16 - The City shall provide adequate funding to continue to implement City projects and programs funded by Stormwater Utility Fees to reduce hazards associated with flooding.

Policy 3.7.17 - The City shall continue its Drainage System Maintenance Program which involves storm drain cleaning, mowing of City rights-of-way, swale areas, street sweeping and cleaning clogged drainage systems.

Policy 3.7.18 - The City shall continue flood inspections which are used to prioritize various drainage projects being designed for construction improvements.

Policy 3.7.19 - The City shall encourage the design and construction of Capital Improvement Projects that require the use of proven methods in the design of drainage systems that will provide flood protection, add water quality improvements to the system, and to reduce pollution found in stormwater runoff.

Policy 3.7.20 - As part of the development application review process, the City engineer shall review the stormwater management designs of private developers.

Policy 3.7.21 - The City shall continue to work with local, state and federal partners, to target repetitive loss properties for possible acquisition or mitigation of flood hazard through hard and soft structural, and non-structural adaptation strategies including elevating existing structures.

Policy 3.7.22 - If feasible, no public buildings shall be constructed within the 100-year flood with the exception of minor structures including public restrooms and picnic shelters which are customarily provided to support recreation and open space activities, and pedestrian access facilities.

Policy 3.7.23 - The City shall collaborate with stakeholders at least every 5-years, or earlier, to analyze the best available data and maintain efforts to identify and understand the risks, vulnerabilities, and opportunities for resiliency strategies within the updated planning horizons.

Objective 3.8 - The city shall encourage the use of best management practices, development and redevelopment principles, strategies, and engineering solutions, that will result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency (FEMA).

Policy 3.8.1 - To gradually remove real property from flood zone designations, the City shall encourage where feasible, the strategic relocation of such properties to safer areas and direct new development away from vulnerable areas.

Policy 3.8.2 - Where possible the City will consider the acquisition of severe repetitive loss properties, which have sustained repeated flood losses for use as public open space.

Policy 3.8.3 - The City shall continue to use the Future Land Use Map and best available data mapping tools provided by such agencies as the National Oceanic and Atmospheric Administration (NOAA), as the basis for development and redevelopment in areas of the City that are at high risk for high-tide events, storm surges, flash floods, storm water runoff and sea level rise.

Objective 3.9 - The City shall continue to identify site development techniques and best management practices that may reduce losses due to flooding and claims made under flood insurance policies issued in the state.

Policy 3.9.1 - The City shall continue to work with local, state and federal partners to target repetitive loss properties for possible acquisition or mitigation of flood hazard through hard and soft structural, and non-structural adaptation strategies including elevating existing structures.

Policy 3.9.2 - Site plan review criteria shall consider location, site design, land use types, density and intensity of uses, landscaping, and building design for impacts or potential mitigation effects from sea-level rise and other future flood hazard scenarios.

Policy 3.9.3 - Strongly discourage plan amendments that would place additional residential and non-residential development at risk of flooding from sea-level rise and promote where feasible the clustering of development and the transfer of density/intensity of uses to increase contiguous pervious surface, in order to address flood impacts.

Policy 3.10.4 - The City shall require that new development and redevelopment in areas that are of high risk of flooding due to storm surge, high tide events, flash flood, stormwater runoff, and sea level rise incorporate building design specifications, engineering solutions, site development techniques, and management practices that reduce risk and losses due to flooding.

Policy 3.9.5 - The City shall prohibit the location of critical infrastructure when feasible in the Coastal Storm Area and the area inundated by a Category 2 hurricane as depicted by the SLOSH model.

Policy 3.9.6 - The floodplain administrator/building official shall review all permit applications to determine whether proposed development sites will be reasonably safe from flooding. If a proposed development site is in a flood hazard area, all site development activities, new construction, and substantial improvements shall be designed and constructed with methods, practices and materials, that minimize flood damage.

Policy 3.9.7 - The City will continue to require the use of erosion and sediment control during construction and project development activities.

Policy 3.9.8 - In order to reduce losses due to flooding and claims made under flood insurance policies, the City will use site development techniques and best management practices such as:

- Low impact development
- Use of native vegetation
- Pervious surfaces
- Land Development Code updates
- Comprehensive Plan updates
- Encourage the removal of impervious surfaces as opportunities arise
- Principles, strategies, and engineering solutions to reduce flood risk in coastal areas
- Utilize vegetation and natural features to minimize surface runoff and reduce flood risks
- Open space preservation
- Increased setbacks and buffers
- Landscape retention areas

CHAPTER 5

COASTAL MANAGEMENT/CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES - COASTAL MANAGEMENT/CONSERVATION ELEMENT

GOAL 1 - CONSERVE, PROTECT, AND RESTORE COASTAL NATURAL RESOURCES IN ORDER TO MAINTAIN AND ENHANCE NATIVE HABITATS, WILDLIFE DIVERSITY, AND SURFACE AND GROUNDWATER QUALITY.

Objective 1.1 - No land use or development that will degrade the quality of surface waters in and around the City of Holly Hill shall be permitted by the City.

Policy 1.1.1 - The City shall require all new development to comply with its Stormwater Management Plan and Conservation Ordinance which provides that drainage from a site shall be "treated" to reduce the amount of pollutants to a level compatible with the Florida Water Quality standards in Chapter 17-3, Florida Administrative Code, before discharge into any surface water body.

Policy 1.1.2 - The City shall require the preservation of natural upland vegetative buffers adjacent to wetland areas and surface water bodies.

Policy 1.1.3 - Existing and new marinas shall not degrade water quality in the Halifax River. The following criteria shall apply in the implementation of this policy:

- 1) When new facilities are developed, non-water-dependent structures (such as bait and tackle shops and restaurants) shall be placed on suitable uplands.
- 2) New or expanded facilities shall utilize dry storage to the fullest extent possible.
- 3) Marinas containing live-aboards shall be inspected to ensure proper operation of marine sanitation devices.
- 4) Prior to operation of any new marina fueling facility, a fuel management/spill contingency plan will be developed. The plan shall describe methods to be used in dispensing fuel and all the procedures, methods, and materials to be used in the event of a spill.
- 5) Sewer pump-out service shall be made available and accessible to all new boat slips constructed. Operation of all pump-out equipment shall be limited to trained personnel.

Objective 1.2 - The City shall continue to review and revise its land use and development regulations with consideration of the need to preserve natural vegetation.

Policy 1.2.1 - The City's land use and development regulations shall be revised to require landscaped buffers between incompatible land uses. Preservation of natural vegetation shall be preferred over replanting. Trees shall be protected from needless destruction and removal.

Objective 1.3 - Maintain the existing characteristics of the groundwater aquifer, particularly with regard to the quantity and quality of water now found there.

Policy 1.3.1 - The City shall continue to require new development to retain the "first inch" of rainfall on-site for eventual percolation into the groundwater aquifer.

Policy 1.3.2 - The City shall promote preservation and replanting of natural vegetation (xeriscaping) in all development projects in an effort to curb the use of non-native, poorly adapted vegetation which requires excessive irrigation.

Policy 1.3.3 - The City shall discourage the use of on-site sewage disposal systems, which have the potential, if over concentrated or not properly maintained, to pollute the groundwater aquifer.

Policy 1.3.4 - Non-potable water use demands shall be met using water of the lowest quality supply which is both available and acceptable for the intended application. Water reuse or water reclamation programs shall be used, wherever feasible, to reduce groundwater withdrawals for water use applications which do not require potable water.

Policy 1.3.5 – The City shall continue to deliver effluent for reuse as a component of its effluent disposal program to the maximum extent possible. This shall include ‘dry line’ requirements for new developments

Objective 1.4 – Promote a joint effort with Volusia County and the coastal municipalities, to adopt a Natural Resource Management Plan that will include a cooperative, coordinated procedure and administrative structure to ensure the long-term protection and enhancement of the natural upland and wetland habitats and associated wildlife of the coastal area.

Policy 1.4.1 - The City shall provide representation on the County's Water and Soil Conservation District as a means of promoting this objective.

Policy 1.4.2 - The City recognizes that the natural coastal resources of one jurisdiction are often affected by activities occurring in adjacent jurisdictions, and that a coordinated, area-wide effort is necessary to adequately manage such resources. For this reason, the City shall cooperate to the greatest degree possible to achieve the area-wide goal to preserve and enhance the special coastal resources of the Volusia coastal area.

Policy 1.4.3 - Cooperate and coordinate with Volusia County, other coastal cities, state and regional agencies, and other interested parties in developing consistent standards, criteria and land development regulations for the preservation and enhancement of coastal resources.

Policy 1.4.4 - All proposed development activities known to adversely impact any threatened or endangered species or species of special concern shall be required to either appropriately mitigate such adverse impact or shall not be approved.

Policy 1.4.5 - Cooperate and coordinate with Volusia County, other coastal cities, state and regional agencies, and other interested parties in developing consistent standards, criteria and programs for the management and disposal of hazardous wastes, including identification and clean-up of hazardous waste dump sites and spills.

Objective 1.5 - Cooperate with Volusia County, other coastal cities and state and regional agencies, establish a comprehensive and continuing, estuarine water quality sampling and monitoring program to provide a reliable benchmark and trend data upon which to measure changes in water quality.

Policy 1.5.1 - The City shall use the information generated by this monitoring program to evaluate the success of water quality protection efforts and to determine where corrective action is needed.

Objective 1.6 - Maintain or increase the current acreage of wetland vegetation located within the City.

Policy 1.6.1 - The City shall monitor development activity in and adjacent to wetland areas to ensure that existing local, state and federal wetland preservation requirements are strictly enforced.

Policy 1.6.2 - The City may allow removal or destruction of existing wetland vegetation only when it is necessary to promote a greater public interest and when no reasonable alternatives are available. Such lost wetland areas will be replaced by high quality created wetlands in the same vicinity at a ratio of 2 acres of created wetlands to 1 acre of lost wetlands.

Policy 1.6.3 - The City shall encourage the implementation of a combined effluent reuse system with adjacent utility providers, including Ormond Beach, Daytona Beach and Volusia County.

Policy 1.6.4 – Water reuse or water reclamation programs shall be used to reduce groundwater and surface water withdrawals for water use applications which do not require potable water. This requirement includes dry lines for reclaimed water in new developments and the use of stormwater as a reclaimed water augmentation source, where feasible.

Policy 1.6.5 – The City will promote water conservation measures for existing and new development. These measures include water efficient landscaping practices, water main replacements to reduce leakage, require that irrigation systems owned by the City be equipped with rain sensors and/or soil moisture sensing devices, continue the use of individual meters, maintain a block rate structure, encourage customer compliance with SJRWMD's lawn and irrigation rules, participate in education programs, prohibit the use of water to freeze project pipes, co-sponsor a water conservation garden, and prohibit wasteful use of water.

Objective 1.7 - The City shall continue to review and revise its land use and development regulations to include, as may be necessary, specific provisions ensuring that development and redevelopment will not adversely impact living marine resources.

Policy 1.7.1 - Stormwater runoff (both before and after development) shall be treated to remove sediments and other pollutants prior to discharge into natural surface water bodies.

Policy 1.7.2 - Provisions shall be made to balance the discharge of stormwater into the Halifax River to maintain appropriate salinity levels for the maintenance and enhancement of living marine resources.

Policy 1.7.3 - Activities within the Halifax River that will adversely impact seagrass beds and other valuable submerged aquatic vegetation shall be prohibited, unless an overriding public benefit can be shown and adequate mitigation and monitoring measures are included. The criteria applicable in the implementation of this policy shall include, but are not limited to, the following:

- 1) Grass beds and other submerged habitat deemed valuable by the Florida Department of Environmental Protection (FDEP) would be subject to protection regardless of their size.
- 2) Proposed activities in an estuarine basin whose public interest benefits could be considered to justify alterations or adverse impacts shall, at a minimum, meet one or more of the following criteria:
 - a. The activity is necessary to prevent or eliminate a public hazard; and
 - b. The activity would provide direct public benefits that would exceed those lost to the public.
- 3) Unavoidable impacts to grass beds and other valuable submerged habitat may be mitigated through any means, which will result in no net loss of grass beds or other estuarine habitat. The method utilized (transplant, creation, etc.) will be

determined in conjunction with the U.S. Fish and Wildlife Service (USFWS), and FDEP. The ratio for mitigation shall be no less than 2:1.

- 4) Mitigation shall take place within the limits of an area stipulated by FDEP.
- 5) If seagrass mitigation is determined by FDEP and USFWS not to be feasible other types of wetland vegetation may be substituted if deemed appropriate by FDEP and USFWS.

Objective 1.8 - The City shall formulate and adopt a local manatee protection plan in conjunction with the County's proposed manatee Protection Plan.

Policy 1.8.1 - Development and redevelopment activities that may have an adverse impact on the West Indian manatee shall be prohibited.

Policy 1.8.2 - Marina operators shall be required to undertake the following manatee protection measures in areas manatees are known to visit:

- 1) Implement and maintain a manatee public awareness program (in conjunction with FDEP) which will include the posting of signs to advise boat users that manatees are an endangered species, which frequent the waters of the area and the provision of manatee literature at conspicuous locations;
- 2) Declare the waters in and around marinas as "idle speed" zones;
- 3) Install floating display flags at entrance channels to warn boaters when manatees are known to be in the area; and
- 4) Post telephone numbers to report injured manatees.

Objective 1.9 - Maintain air quality in the City of Holly Hill within the standards established by the Florida Department of Environmental Protection (FDEP) and the U.S. Environmental Protection Agency.

Policy 1.9.1 - Require businesses demonstrate that all necessary air quality permits have been approved, and all appropriate air pollution control devices have been installed, prior to occupancy.

Policy 1.9.2 - Whenever feasible, new development and redevelopment, including municipal road improvement projects as well as private development, shall be designed so as to encourage walking, bicycling and use of mass transit as alternatives to the use of private automobiles. In implementing this policy, the City shall review all development proposals with consideration of the need to provide, whenever appropriate, sidewalks, bicycle lanes, secure bicycle storage facilities, and bus turn-out bays and passenger shelters at bus stops.

Objective 1.10 - The City shall adopt Volusia County's regulations which protects water recharge areas and potable water wells located within the City's jurisdiction from contamination by threatening activities.

Policy 1.10.1 - Activities that are associated with any toxic and/or hazardous materials shall be prohibited within the cones of influence of potable water wells. Such cones of influence shall be determined on the basis of the best available scientific data and methods of analysis.

Objective 1.11 - The City shall protect, enhance, and improve the ambient surface water quality of the Halifax River.

Policy 1.11.1 - The City shall coordinate with the Florida Department of Environmental Protection, the St. Johns River Water Management District, the Ponce DeLeon Port Authority, and other local governments in the maintenance of an on-going water quality sampling and monitoring

program that identifies baseline conditions and standards as parameters to measure changes in water quality.

Policy 1.11.2 - The City shall, in cooperation with local, regional and State agencies, adopt standards to identify, monitor, and manage point and non-point pollution source discharges. This shall include, at a minimum, a review and update of all non-point source discharge permits, checking for accuracy and completeness.

Policy 1.11.3 - On-site waste treatment system facilities and drainfields shall not be located within 75 feet of the 100-year floodplain; within 75 feet of an upland/wetland interface; or within 120 feet of the mean high-water mark of any surface water body, whichever is greater. On-site waste treatment systems should be located as far inland from a water body or wetlands as possible.

Policy 1.11.4 - The City shall continually enforce policies that require existing homes located on lots smaller than one acre and that have septic tank systems to connect to the City central sewer system when it is within 100 feet of the lot line. The City may create assessment districts, where appropriate, to retrofit a neighborhood with sewer lines and lift stations.

Policy 1.11.5 - The City shall continue to expand its effluent reuse program consistent with the St. Johns River Water Management District permit conditions and recommendations.

Policy 1.11.6 - The operation of the stormwater control utility and the retrofitting of stormwater outfalls shall comply with the recommendations of the adopted Stormwater Master Plan.

Policy 1.11.7 - The City shall coordinate with State, regional, and local agencies in permitting the construction of new marina facilities.

Policy 1.11.8 - In order to protect surface waters from the activities of adjacent property owners, the City shall educate residents regarding deliberate deposition of lawn debris, washing paint brushes, the use of fertilizers and chemicals or the storage of hazardous chemicals and fuel supplies in close proximity to water bodies. "Close proximity" shall be defined with regard to the proposed activity and the degree to which the adjacent water body is to be protected.

Objective 1.12 - The City shall promote the use of native drought-resistant vegetation in landscaping. The maximum amount of protection possible shall be provided for existing trees and other vegetation in order to assist in the control of flooding, soil erosion, dust, heat, air, and noise pollution and to improve the appearance, environmental character, and value of the total urban area and to protect nearby properties.

Policy 1.12.1 - The City shall continue to promote and encourage xeriscape design concepts for landscaping single-family homes by providing builders, landscape designers, homeowners, and the general public with informational brochures describing xeriscape.

Policy 1.12.1 - The City shall require that at least 50% of the landscape vegetation used on a project reviewed by the Development Review Committee (DRC) be comprised of drought resistant native vegetation in harmony with site specific conditions.

Policy 1.12.1 - Vegetation on new City landscaping projects shall be comprised of at least 50% native drought resistant vegetation.

Policy 1.12.1 - All new development and expansions of existing development, except for single-family homes in an existing subdivision, shall provide for the protection of native vegetation on the site. Existing developments should utilize native plants in common areas (entranceways, pavilions) in instances where replanting or re-landscaping becomes necessary.

Policy 1.12.1 - Native vegetation shall be used to the maximum extent possible to meet landscaping and open space requirements.

Policy 1.12.1 - Exotic plant species, as listed as exempt species in the Land Development Regulations (LDR), shall be removed from development sites during the time of construction.

Objective 1.13 - Wetland areas within the City shall be preserved in accordance with the Land Development Regulations (LDR), which incorporates the need for wetlands preservation; directs incompatible uses away from wetland areas; and establishes standards for mitigation.

Policy 1.13.1 - It is the policy of the City to require proper planning to avoid or minimize damage to wetlands; to require that activities not dependent upon a wetland location be located at upland sites; to allow wetland losses only where all practicable measures have been applied; to reduce those losses that are unavoidable and in the public interest; and to provide for the protection of wetlands under the City's land development regulations to be implemented consistent with Section 163.3202, F.S.

Policy 1.13.2 - Land use planning and site design shall support development patterns which minimize the impact of development on wetland communities

Policy 1.13.3 - All development shall comply with wetland protection requirements of all Federal, State, and regional agencies.

Policy 1.13.4 - The City shall require a wetland permit for any development that proposes to alter a wetland system and the permit shall clearly show the proposed alteration and mitigation. A Wetland Management Plan shall be required for all development that may adversely affect wetland systems and the requirements shall be contained in the Land Development Regulations (LDR).

Policy 1.13.5 - The City shall maintain Land Development Regulations consistent with the minimum standards for wetland protection as approved by Volusia County. These standards address the identification of wetlands, mitigation requirements to ensure that there is no net loss of wetlands within the City limits, and a minimum 25-foot-wide buffer upland and adjacent to wetlands requirements.

Policy 1.13.6 - All new development shall submit to the City a description of all watercourses, water bodies and wetlands on or adjacent to the site or into which surface waters flow. Information regarding their water quality and the current water quality classification, if any, given them by the Florida Department of Environmental Protection, Army Corps of Engineers, and the St. Johns River Water Management District shall be included.

Policy 1.13.7 - No development shall be approved unless it satisfies the provisions of the City's Land Development Regulations and the SJRWMD rules for Management and Storage of Surface Waters MSSW), Chapter 40C-4, F.A.C.

Policy 1.13.8 - The City shall encourage the incorporation of isolated wetlands into stormwater management systems as detention facilities to avoid the filling and excavating of wetlands. Whenever isolated wetlands are used for stormwater detention, hydroperiods and stage elevations shall be designed to maintain the existing natural wetlands community, except where permitting agencies agree that the imposition of conditions which favor a different plant community is more desirable for the purpose of providing habitat, improving water quality or enhancing other wetland values. In order to maintain the long-term viability of isolated wetlands used for retention, stormwater shall be treated to meet the general water quality criteria of c.62, F.A.C., prior to its discharge in isolated wetlands.

Policy 1.13.9 - The City shall continue to investigate methods to safely utilize wetlands to further treat treated wastewater as an alternative to discharging effluent into the surface waters of the City.

Policy 1.13.10 - The applicant shall take positive steps to correct or mitigate any unnecessary degradation of water or wetland quality caused by site development as determined by St. Johns River Water Management District, the Florida Department of Environmental Protection, the Army Corps of Engineers, or the City.

Policy 1.13.11 - Roadway designs in or near wetland areas will provide for the capture and diversion of stormwater runoff from roadway surfaces in wetland areas to upland stormwater retention/detention ponds for treatment prior to discharge into receiving water bodies.

Policy 1.13.12 - On-site wastewater treatment systems shall not be allowed within 75 feet landward of the upland/wetland interface or the 100-year floodplain boundary or within 120 feet of the shoreline edge, whichever is more restrictive.

Policy 1.13.13 - No wells shall be allowed to be constructed in wetlands.

Policy 1.13.14 - The City shall prohibit construction projects utilizing any dewatering process from discharging into a designated wetlands area.

Policy 1.13.15 - Wetlands shall not be used as primary sediment traps during development. No grading, cutting or filling shall be commenced until erosion and sedimentation control devices have been installed between the disturbed area and the wetlands.

Policy 1.13.16 - The City shall prohibit direct discharge of stormwater into wetland areas.

Policy 1.13.17 - The minimum distance between the edge of each stormwater retention/detention pond and adjacent wetlands shall be 300 feet, unless the St. Johns River Water Management District accepts tests, calculations or other information furnished by the applicant through the permitting process which clearly demonstrates that deviation from the 300 feet distance would not degrade the wetlands in any way.

Policy 1.13.18 - Although the use of wetlands for storing and purifying water is encouraged, care must be taken not to overload their capacity, thereby harming the wetlands and transitional vegetation. Wetlands should not be damaged by the construction of detention ponds.

Policy 1.13.19 - Retention and detention ponds shall be used to retain and detain the increased and accelerated runoff which the development generates. Water shall be released from detention ponds into wetlands at a rate and in a manner approximating the natural flow which would have occurred before development.

Policy 1.13.20 - Proposed activities which would destroy or degrade the function of wetlands shall not be permitted except where such activities are not contrary to the public interest and where there is no practical alternative which reduces or avoids impacts to wetlands. Unavoidable losses of viable wetlands should be mitigated through the demonstrably successful restoration, creation or (where no other alternative is feasible) preservation of wetlands.

Policy 1.13.21 - The purpose of mitigation is to offset unavoidable environmental impacts. Mitigation plans should consider the function of existing natural resources and provide comparable functions after mitigation is completed. Mitigation plans should maximize the preservation of existing natural resources. The mitigation plans shall consider the following methods, in order of priority in which they should be utilized:

- a. Avoiding the impact altogether by not taking a certain action or parts of an action;

- b. Minimizing impacts by limiting the degree or magnitude of the action or its implementation;
- c. Rectifying the impact by repairing, rehabilitating, or restoring the affected environment;
- d. Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action; and
- e. Compensating for the impact by replacing or providing substitute resources or environments through creation of new wetlands, enhancement of existing wetlands or re-establishment of wetlands or significant upland areas which are no longer functioning due to significant alteration in the past.

Policy 1.13.22 - Where all or part of a wetland is destroyed or substantially altered by development, an acceptable mitigation plan shall include at least:

- a. Compensatory wetland mitigation ratios shall be consistent with the ratio established for each wetland classification. Wetland-to-wetland compensation should be like kind replacement, i.e., saltwater system for saltwater system, freshwater for freshwater where practicable;
- b. Specific design requirements based upon conditions of the site and the type of wetland to be treated or restored;
- c. Periodic monitoring to remove exotic or nuisance vegetation;
- d. Monitoring and replacement to assure a survival rate of 80% wetland vegetation for a minimum of three (3) years; and
- e. An upland habitat as an adjacent buffer on mitigated sites.

Policy 1.13.23 - An acceptable mitigation plan shall be reasonably and technically feasible. Mitigation through restoration of other degraded wetlands or preservation of significant upland areas is preferred over wetland creation.

Policy 1.13.24 - Mitigation shall take place as follows (ranked in preference): (1) on site or (2) in close proximity and within the same drainage basin or (3) an approved mitigation bank.

Policy 1.13.25 - A mitigation plan approved by a Federal, State or regional agency shall be presumed to be acceptable provided, however, if no such mitigation plan is required by the approved permit from the Federal, State, or regional agency, then the local government may at its option adopt a mitigation plan in compliance with this section.

Policy 1.13.26 - An applicant who carries out a compensatory mitigation plan shall at least grant to the City a conservation easement on the newly created or restored wetland and buffer or preserved significant upland area to protect it from future development. A legal mechanism which protects the area in perpetuity other than a conservation easement may be deemed appropriate on a case by case basis to carry out the purpose of the subsection.

Policy 1.13.27 - The City shall utilize the Uniform Mitigation Assessment Method (UMAM), pursuant to Section 62-345, F.A.C., to determine the amount of mitigation needed to offset a wetland impact.

Objective 1.14 - Promote energy conservation techniques such as the use of alternative and renewable energy sources thereby increasing energy efficiency.

Policy 1.14.1 - Encourage the production and use of energy generated from renewable resources.

Policy 1.14.2 - The built environment and urban design should maximize natural areas and assets and incorporate Florida Friendly landscaping to reduce energy and water consumption.

Policy 1.14.3 - Create, protect and manage systems of green infrastructure (i.e., urban forests, parks and open spaces, green roofs, natural drainage systems).

Policy 1.14.4 - Protect and enhance green spaces to provide natural carbon sinks in soils, vegetation, and streambeds to mitigate carbon emissions.

Policy 1.14.5 - Encourage site design techniques that restore natural “green infrastructure” (i.e., urban forests, parks and open spaces, natural drainage systems) instead of relying solely on engineered systems that require higher energy and carbon inputs.

GOAL 2 - PRESERVE AND EXPAND OPPORTUNITIES FOR THE GENERAL PUBLIC TO USE AND ENJOY THE HALIFAX RIVER AND OTHER NATURAL RESOURCE AREAS WITH SIGNIFICANT RECREATIONAL POTENTIAL.

Objective 2.1 - Maintain existing acreages and facilities, which provide for public access to coastal recreational resources.

Policy 2.1.1 - The City shall maintain and develop public access to coastal recreational resources in accordance with the Open Space and Recreation Element of the Comprehensive Plan.

Policy 2.1.2 - Existing dedicated public rights-of-way, which provide access to the river, or any other significant coastal resource shall not be vacated by the City, and shall be improved to permit convenient public access.

Objective 2.2 - Reserve not less than 5 percent of the total river frontage within the City for water-dependent uses; not less than 40 percent for water-enhanced uses; and no more than 5 percent for uses that do not benefit from a waterfront location.

Policy 2.2.1 - The City shall review its zoning regulations and revise them as necessary to ensure that Objective 2.2 will be met.

Policy 2.2.2 - The City shall review its zoning regulations and revise them as may be necessary to prohibit uses on waterfront properties that will have a significant adverse impact on coastal resources.

Policy 2.2.3 - The City shall discourage the use of waterfront properties by uses that are not dependent on or enhanced by a waterfront location.

Policy 2.2.4 - New marinas shall be permitted only in accordance with the East Central Florida Regional Planning Council's (ECFRPC) Marina Siting Criteria.

Red underlined text has been added.

~~Strike thru is being deleted.~~

Objective 3.2 is being deleted because it appears twice.

GOAL 3 - REDUCE THE EXPOSURE OF LIFE AND PROPERTY TO THE HAZARDS OF EROSION, AND FLOODING, SEA LEVEL RISE, AND STORM SURGE, BY ELIMINATING INAPPROPRIATE AND UNSAFE DEVELOPMENT, AND MITIGATING FLOOD RISK TO EXISTING AND FUTURE DEVELOPMENT IN THE COASTAL AREAS THAT ARE OF HIGH RISK OF FLOODING DUE TO STORM SURGE, HIGH TIDE EVENTS, FLASH FLOOD, STORMWATER RUNOFF AND SEA LEVEL RISE AS OPPORTUNITIES ARISE.

Objective 3.1: The City shall maintain, review and update the post-disaster redevelopment plan.

Policy 3.1.1 - Uses and structures permitted in the coastal high-hazard area ~~should~~ will as much as is feasible, include only those able to withstand a Category 3-5 storm without serious damage.

Policy 3.1.2 - The City shall not expend public funds for infrastructure improvements that will subsidize or otherwise encourage new development or redevelopment in the coastal high-hazard area, except as may be necessary to preserve human life or health or enhance public access to coastal recreation.

~~**Objective 3.2: Provide for the conservation and protection of wildlife, fisheries and their habitats:**~~

~~**Policy 3.2.1:** Based upon data and research contained in the Volusia County Manatee Protection Plan, the City shall not allow more than 595 motorized boat slips to exist along the Halifax River shoreline, including both existing and future slips.~~

~~**Policy 3.2.2:** Single-family residential lots with Halifax River frontage shall be guaranteed their riparian rights to have a maximum of one motorized boat slip per lot.~~

~~**Policy 3.2.3:** The City shall prohibit boating service or storage operations which provide commercial "dry storage" for motorized boats along the Halifax River shoreline.~~

Objective 3.2: Provide for the conservation and protection of wildlife, fisheries, and their habitats:

Policy 3.2.1: Based upon data and research contained in the Volusia County Manatee Protection Plan, the City shall not allow more than 595 motorized boat slips to exist along the Halifax River shoreline, including both existing and future slips.

Policy 3.2.2: Single-family residential lots with Halifax River frontage shall be guaranteed their riparian rights to have a maximum of one motorized boat slip per lot.

Policy 3.2.3 The City shall prohibit boating service or storage operations which provide commercial "dry storage" for motorized boats along the Halifax River shoreline.

Objective 3.3 - The City shall continue to review development proposals and establish programs to balance the functioning values of the Halifax River in order to maintain an optimum combination of aesthetic, ecological, recreational, and historical resources.

Policy 3.3.1 - On a continuing basis, the City shall coordinate the identification and protection of significant archaeological, ecological, historical, and paleontological sites under and along the Halifax River with other agencies and private organizations. This shall include promoting studies by colleges, universities, and researchers and requiring archaeological studies by developers for projects in areas that may contain significant resources.

Policy 3.3.2 - In order to effectively monitor the effects of development activities on surface water conditions, the applicant or its successors shall provide, as determined by the City, the establishment and operation of a surface water and wetland biological monitoring program.

Policy 3.3.3 - In calculating maximum potential density or maximum permitted density for any given parcel of property, such calculations shall be exclusive of that portion of the property which is considered to be submerged lands.

Objective 3.4 - Flood damage prevention shall be accomplished through restricting new development from obstructing the flow of water and increasing flood heights within a floodplain. To offset any loss of flood storage capacity, compensatory storage is required for new fill, or other obstruction, put in the floodplain by providing an at least equal volume to replace the lost flood storage volume.

Policy 3.4.1 - The City shall protect the natural functioning values of the floodplains to the maximum extent feasible through wetland buffer requirements, compensatory storage, conservation easements and tree protection ordinances.

Policy 3.4.2 - The City shall require all new development occurring within the 100-year floodplain to provide for the protection of adjacent properties.

Policy 3.4.3 - The City shall regulate the deposition of fill material within a floodway in order to prevent damage to the public, as an uncontrolled river may, at flood state, pose a threat to life and property in excess of that anticipated by the 100-year storm in the floodway fringe areas.

Policy 3.4.4 - Sites for the creation of compensatory storage volume, commensurate with any flood storage volume lost as a result of development activities (including roadways) in the 100-year floodplain, shall be on the same or adjacent site or within the same hydraulically connected basin in order to provide for effective storage volume within the floodplain, but shall not be located within land areas identified for preservation purposes, such as wildlife corridors, or as being within the jurisdictional wetland limits of regulatory agencies, except for the purpose of providing pretreated stormwater storage capacity.

Policy 3.4.5 - Special Flood Hazard Areas shall be interpreted as that portion of the site lying within the boundaries of the 100-year floodplain based on the Official Federal Emergency Management Agency Flood Insurance Study and corresponding Flood Insurance Rate Maps.

Policy 3.4.6 - The City shall ensure that fill material or other structures do not adversely obstruct the movement of floodwaters natural overland sheet-flow or pose a threat to the public health, safety, and welfare.

Policy 3.4.7 - Areas not filled within the floodplain are to be generally left in their natural state. However, such areas may be used to meet landscaping and/or retention requirements, provided that the design of development is consistent with City codes and standards.

Objective 3.5 - All development shall continue to be reviewed in accordance with the floodplain management criteria of the City's Flood Hazard Area section of the Land Development Regulations as amended, and other applicable policies as contained within the Code of Ordinances and the Comprehensive Plan.

Policy 3.5.1 - The City shall constantly enforce the flood hazard provisions of the Land Development Regulations (LDR) which shall contain, at a minimum, provisions for:

- a. Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;

- b. Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- c. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
- d. Controlling filling, grading, dredging, and other development which may increase flood damage; and,
- e. Preventing or regulating the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards in other areas.

Policy 3.5.2 - The City shall continue to develop and enforce a floodplain management program that balances the public interest in regulating the use of private property against the interests of private landowners.

Policy 3.5.3 - The City shall continue to participate in the National Flood Insurance Program.

Policy 3.5.4 - All development, rezoning, and changes in land classifications shall be reviewed and measured against the environment's capacity to accommodate such action and the extent of harm which the proposed development, rezoning and change in land use may impose upon the established and proper use of neighboring lands.

Policy 3.5.5 - Floodplains whose functional values have been degraded or destroyed through human intervention should be restored, if possible, by acquisition of historic floodplain lands. Various state, regional and local land acquisition programs shall be used for this purpose.

Policy 3.5.6 - The City shall perpetually enforce the flood hazard provisions of the Land Development Regulations (LDR) and amend it as necessary to incorporate recently updated flood insurance studies and flood insurance rate maps and to further bring it into full compliance with revisions of the national flood insurance program floodplain management criteria.

Policy 3.5.7 - All new public buildings and infrastructure shall be located outside the 100-year floodplain to the maximum extent feasible. Appropriate flood proofing measures shall be undertaken for any public buildings located within the floodplain. Any pump stations or other electrical and mechanical equipment shall be designed to be protected from physical damage by the 100-year flood.

Policy 3.5.8 - The City shall coordinate its floodplain management programs with appropriate Federal, State, regional, and local governments.

Policy 3.5.9 - The City shall require redevelopment be consistent with or more stringent than the flood resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R., Part 60, as amended.

Policy 3.5.10 - The City shall require that any construction activities seaward of the coastal construction control lines established pursuant to F S 161 053 be consistent with Chapter 161, as amended.

Policy 3.5.11 - The City shall continue to participate in the Community Rating System (CRS) administered by the Federal Emergency Management Agency (FEMA) to achieve flood insurance premium discounts for residents.

Objective 3.6 - The Coastal storm area shall include the following areas:

- The Coastal High Hazard Area (CHHA) and

- Areas of the City projected to be inundated by sea-level rise as early as 2040 through 2100 based on maps developed by the East Central Florida Regional Planning Commission.

Objective 3.7 - The City shall continue to include development and redevelopment principles, strategies, and engineering solutions, that reduce the flood risk in coastal areas which result from high tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea level rise.

Policy 3.7.1 - Implement as opportunities arise, the recommendations of East Central Florida Regional Resiliency Action Plan – as adopted by the Volusia council in July 2019.

Policy 3.7.2 - Implement as opportunities arise, the approaches outlined in Resilient Volusia County 2017 of Accommodation, Protection, and Retreat, when considering options in addressing vulnerabilities and risk in planning for sea level rise. Incorporate strategies shown in Table 14 of the USACE Technical Letter 1100-21-1 into the City's flood management plan.

Policy 3.7.3 - The City will coordinate with FDOT or the River to Sea Transportation Planning Organization, in relation to identifying and addressing vulnerable/at risk transportation infrastructure using the best available data and tools to assist FDOT to implement the goal of providing an agile, resilient and quality transportation infrastructure system.

Policy 3.7.4 - The City shall review its Land Development Regulations and update as necessary to include elevated grade surfaces, elevated structures, floodable development, increased buffers and setbacks, higher floor elevations and incorporation of natural infrastructure for increased resilience.

Policy 3.7.5 - The City will coordinate with Volusia County or The East Central Florida Regional Planning Commission, to review the need to designate Adaptation Action Areas (AAAs) within the City, per Florida State Law, in order to: a. Identify areas of significance that are vulnerable to the impacts of rising sea level; b. Identify and implement adaptation policies to increase community resilience; and c. Enhance the funding potential of infrastructure adaptation projects.

Policy 3.7.6 - The City will coordinate and participate with Volusia County on updates to climate related policies and maps, which will be updated at a minimum every 5 years based on best available data.

Policy 3.7.7 - The City will implement as needed, and continue to implement, adaptation strategies such as:

- Continue to move forward with plans to repair/replace existing stormwater piping and building new stormwater infrastructure.
- The City will implement a backflow prevention system along the Intracoastal area on Riverside Drive where an analysis indicates regular flooding of the road along the Intracoastal Waterway.
- The City will continue with the design and construction of a stormwater drainage system on Flomich Street and Alabama Avenue.
- The City will continue to implement its annual pipelining program to reline pipes as needed in order to improve the City's stormwater flow.

Policy 3.7.8 - The City shall continue to upgrade its stormwater infrastructure through drainage improvements, installation of tidal backflow preventers, and seawall repair in addition to

sustainable flood management actions such as use of pervious pavement and maintenance of natural preservation areas.

Policy 3.7.9 - In the Coastal Storm Area and areas inundated by a Category 2 hurricane as depicted by the SLOSH model, the City shall not allow variances that are feasibly avoidable when such variances will contribute to flood risk.

Policy 3.7.10 - The City shall continue to consider, whenever feasible, purchasing properties in areas most vulnerable to destructive storm surges for recreation uses and open space.

Policy 3.7.11 - As updates are made to the City's comprehensive plan, flood policy will be dispersed throughout its plan elements as appropriate.

Policy 3.7.12 - Support local and regional mapping, modeling and monitoring programs to assure the most current and locally-specific data on climate change vulnerability and sea-level rise is available.

Policy 3.7.13 - The City will implement as opportunities arise, Volusia County's FEMA-approved Local Mitigation Strategy to reduce damage in areas of repetitive loss due to flooding.

Policy 3.7.14 - Available flood elevation certificates shall continue to be made available to the public.

Policy 3.7.15 - The City will continue to implement its Stormwater Management Master Plan as updated in January 2015, which provides guidance for the reduction of flooding and increased water quality as a result of stormwater runoff.

Policy 3.7.16 - The City shall provide adequate funding to continue to implement City projects and programs funded by Stormwater Utility Fees to reduce hazards associated with flooding.

Policy 3.7.17 - The City shall continue its Drainage System Maintenance Program which involves storm drain cleaning, mowing of City rights-of-way, swale areas, street sweeping and cleaning clogged drainage systems.

Policy 3.7.18 - The City shall continue flood inspections which are used to prioritize various drainage projects being designed for construction improvements.

Policy 3.7.19 - The City shall encourage the design and construction of Capital Improvement Projects that require the use of proven methods in the design of drainage systems that will provide flood protection, add water quality improvements to the system, and to reduce pollution found in stormwater runoff.

Policy 3.7.20 - As part of the development application review process, the City engineer shall review the stormwater management designs of private developers.

Policy 3.7.21 - The City shall continue to work with local, state and federal partners, to target repetitive loss properties for possible acquisition or mitigation of flood hazard through hard and soft structural, and non-structural adaptation strategies including elevating existing structures.

Policy 3.7.22 - If feasible, no public buildings shall be constructed within the 100-year flood with the exception of minor structures including public restrooms and picnic shelters which are customarily provided to support recreation and open space activities, and pedestrian access facilities.

Policy 3.7.23 - The City shall collaborate with stakeholders at least every 5-years, or earlier, to analyze the best available data and maintain efforts to identify and understand the risks, vulnerabilities, and opportunities for resiliency strategies within the updated planning horizons.

Objective 3.8 - The city shall encourage the use of best management practices, development and redevelopment principles, strategies, and engineering solutions, that will result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency (FEMA).

Policy 3.8.1 - To gradually remove real property from flood zone designations, the City shall encourage where feasible, the strategic relocation of such properties to safer areas and direct new development away from vulnerable areas.

Policy 3.8.2 - Where possible the City will consider the acquisition of severe repetitive loss properties, which have sustained repeated flood losses for use as public open space.

Policy 3.8.3 - The City shall continue to use the Future Land Use Map and best available data mapping tools provided by such agencies as the National Oceanic and Atmospheric Administration (NOAA), as the basis for development and redevelopment in areas of the City that are at high risk for high-tide events, storm surges, flash floods, storm water runoff and sea level rise.

Objective 3.9 - The City shall continue to identify site development techniques and best management practices that may reduce losses due to flooding and claims made under flood insurance policies issued in the state.

Policy 3.9.1 - The City shall continue to work with local, state and federal partners to target repetitive loss properties for possible acquisition or mitigation of flood hazard through hard and soft structural, and non-structural adaptation strategies including elevating existing structures.

Policy 3.9.2 - Site plan review criteria shall consider location, site design, land use types, density and intensity of uses, landscaping, and building design for impacts or potential mitigation effects from sea-level rise and other future flood hazard scenarios.

Policy 3.9.3 - Strongly discourage plan amendments that would place additional residential and non-residential development at risk of flooding from sea-level rise and promote where feasible the clustering of development and the transfer of density/intensity of uses to increase contiguous pervious surface, in order to address flood impacts.

Policy 3.10.4 - The City shall require that new development and redevelopment in areas that are of high risk of flooding due to storm surge, high tide events, flash flood, stormwater runoff, and sea level rise incorporate building design specifications, engineering solutions, site development techniques, and management practices that reduce risk and losses due to flooding.

Policy 3.9.5 - The City shall prohibit the location of critical infrastructure when feasible in the Coastal Storm Area and the area inundated by a Category 2 hurricane as depicted by the SLOSH model.

Policy 3.9.6 - The floodplain administrator/building official shall review all permit applications to determine whether proposed development sites will be reasonably safe from flooding. If a proposed development site is in a flood hazard area, all site development activities, new construction, and substantial improvements shall be designed and constructed with methods, practices and materials, that minimize flood damage.

Policy 3.9.7 - The City will continue to require the use of erosion and sediment control during construction and project development activities.

Policy 3.9.8 - In order to reduce losses due to flooding and claims made under flood insurance policies, the City will use site development techniques and best management practices such as:

- Low impact development
- Use of native vegetation
- Pervious surfaces
- Land Development Code updates
- Comprehensive Plan updates
- Encourage the removal of impervious surfaces as opportunities arise
- Principles, strategies, and engineering solutions to reduce flood risk in coastal areas
- Utilize vegetation and natural features to minimize surface runoff and reduce flood risks
- Open space preservation
- Increased setbacks and buffers
- Landscape retention areas

GOAL 4. HURRICANE EVACUATION/COASTAL FLOOD HAZARDS THE CITY SHALL PLAN AND IMPLEMENT PROGRAMS AND DEVELOPMENT REGULATIONS TO LESSEN THE IMPACT OF A DESTRUCTIVE STORM ON THE PUBLIC HEALTH, SAFETY AND WELFARE, INCLUDING PUBLIC FACILITIES AND NATURAL RESOURCES.

Objective 4.1 - The City shall implement an effective public information program to inform the public of hurricane vulnerability zones, hurricane evacuation plans, and post-disaster redevelopment programs, as implemented by the City's Comprehensive Emergency Plan.

Policy 4.1.1 - Any public relations program explaining to the coastal residents the potential threat from hurricane hazards will be coordinated with the schools, hospitals, Chamber of Commerce, assisted living facilities, day care centers, and local, regional, State, and Federal governments.

Policy 4.1.2 - The City shall continually ensure that collateral materials, such as brochures, posters, and hurricane tracking maps are available for distribution to the general public.

Policy 4.1.3 - All condominiums, timeshare resorts, hotels/motels, apartments, subdivisions, and redevelopment projects shall properly notify all residents of potential flood hazards and hurricane evacuation routes.

Policy 4.1.4 - Timeshare resorts, hotels/motels, and condominiums shall display hurricane warning and evacuation information material in a prominent place.

Policy 4.1.5 - The City shall continue to implement a City-prepared Local Comprehensive Emergency Management Plan as approved by the City Commission.

Policy 4.1.6 - The City Fire department shall maintain an inventory all sites where hazardous waste may be generated, stored, or transported and which are located on the barrier island and in the hurricane vulnerability zone. The City will also coordinate with County, Regional, State, and Federal jurisdictions to ensure that hazardous substances are properly managed and stored to prevent contamination during a coastal storm event.

Policy 4.1.7 - The current Local Comprehensive Emergency Plan shall be modified as necessary by appropriate staff to comply with the Policies under this Objective, and shall contain step-by-step details for post disaster recovery operations.

Objective 4.2. The City shall maintain the Coastal Evacuation time, as adopted, based on a level-of service standard D during time of hurricane in any category storm.

Policy 4.2.1 - A level-of-service standard shall be maintained, defining 14 hours as the maximum time to evacuate the population-at-risk within the City's hurricane vulnerability zone and defining 6 hours as the maximum clearance time as implemented in the Land Development Regulations.

Policy 4.2.2 - The City will make all efforts possible to ensure that evacuation orders are issued in a timely manner to ensure the safe and orderly evacuation of the population. Orders should be issued at least 14 hours before projected hurricane landfall.

Policy 4.2.3 - Land development-decisions, as regulated by the Land Development Regulations, affecting the hurricane vulnerability zone shall consider the impact to evacuation times. Consequently, no development order shall be issued if the impact of such development reduces the levels-of-service below an acceptable level, unless mitigation is provided.

Policy 4.2.4 - All new development located in the Hurricane Vulnerability Zone shall prepare a report indicating the impact of such development on the hurricane evacuation time standards as implemented by the Land Development Code.

Objective 4.3. Public facilities and infrastructure shall be constructed and maintained in order to protect the public health, safety, and welfare during coastal storm events.

Policy 4.3.1 - Future roadway improvements shall minimize the impact of flooding and storm damage on evacuation route facilities.

Policy 4.3.2 - In cooperation with other governmental agencies, the City shall ensure evacuation routes are designated in such a way as to distribute traffic demand to provide optimum utilization of available roadway facilities.

Policy 4.3.3 - Public expenditures shall be prohibited that will encourage new development inside the Coastal High Hazard Area (CHHA), unless the expenditures are consistent with policies specifically identified in the Coastal Management/Conservation Element or cross-referenced to another appropriate element, and included in the Capital Improvements Element. This prohibition does not include: expenditures associated with redevelopment or development of properties in accordance with previously approved subdivisions or site plans; public access and recreation facilities; or resource restoration projects and facilities.

Policy 4.3.4 - If constructed, all public facilities in the Coastal High Hazard Area shall be flood proofed to minimize damages from storms and hurricanes.

Policy 4.3.5 - The City shall continually update and maintain a contingency and management plan in the event of significant damage to the municipal wastewater treatment plant.

Policy 4.3.6 - The City shall continually participate in a “hazard identification and vulnerability assessment” study of public infrastructure in the Coastal High Hazard Area. Capital improvement programming and land development regulations shall be adopted or revised, as necessary, to establish a continuing program of hurricane mitigation.

Policy 4.3.7 - If feasible, and where State funds are anticipated to be needed, public infrastructure presently within the Coastal High Hazard Area shall be relocated outside of said area when repairing/replacing the infrastructure. If relocation of the infrastructure is deemed by the City to not be feasible, any reconstruction or repair of the infrastructure necessitating State funds shall be designed as to be consistent with the provisions of the Coastal Management/Conservation Element.

Objective 4.4 - In cooperation with the American Red Cross, Volusia County, and other governmental agencies, the City shall designate hurricane evacuation shelters to protect the population in the region-wide Hurricane Vulnerability Zone.

Policy 4.4.1 - In cooperation with the American Red Cross, Volusia County, and other governmental agencies, the City shall maintain hurricane emergency shelter facilities to

accommodate at least 23% of the population in the Hurricane Vulnerability Zone, based upon a standard of 40 square feet of shelter space per person.

Policy 4.4.2 - New hurricane emergency shelter space shall not be located in the Hurricane Vulnerability Zone.

Objective 4.5 - The City shall follow the provisions of the County Post-Disaster Relief Plan and the City's Comprehensive Management Plan during post-disaster redevelopment efforts. If necessary, amendments may be made to the Comprehensive Plan based upon updated Post-Disaster Relief Plans as they occur.

Policy 4.5.1 - The Post-Disaster Relief Plan shall include: the identification of land areas that should not be reconstructed; abandonment and/or relocation of buildings, rebuilding of public facilities; and reconstruction with structural modifications.

Policy 4.5.2 - The Post-Disaster Relief Plan shall establish principles for repairing, replacing, modifying, or relocating public facilities in the Hurricane Vulnerability Zone.

Policy 4.5.3 - The City's Comprehensive Emergency Management Plan for post-disaster relief in the form of disaster assessment, the provision of temporary housing, and the provision of individual assistance shall be coordinated with the appropriate governmental agencies and shall be updated as needed.

Policy 4.5.4 - Within 24 hours after a hurricane, the City Commission shall meet to hear preliminary damage assessments, appoint a Recovery Task Force, and consider a temporary moratorium on building activities not necessary for the public health, safety, and welfare.

Policy 4.5.5 - The Recovery Task Force shall include the City Manager, City Planner, City Engineer, Chief Building Official, City Attorney, Facilities Maintenance Manager, Police and Fire Chiefs, Public Works Director, and other members as directed by the City Commission. Staff shall be provided by the departments whose directors sit on the Task Force.

Policy 4.5.6 - The Recovery Task Force shall: review and decide upon emergency building permits; coordinate with State and Federal officials to prepare disaster assistance applications; analyze and recommend to the City Commission hazard mitigation options including reconstruction or relocation of damaged public facilities; design a redevelopment plan; and recommend amendments to the Comprehensive Plan, Local Comprehensive Emergency Plan, and other appropriate policies and procedures.

Policy 4.5.7 - Immediate repair and cleanup actions needed to protect the public health and safety include repairs to potable water, wastewater, and power facilities; removal of debris; stabilization or removal of structures about to collapse; and minimal repairs to make dwellings habitable. These actions shall receive first priority in permitting decisions. Long term redevelopment activities shall be postponed until the Recovery Task Force has completed its task.

Policy 4.5.8 - The Recovery Task Force shall propose Comprehensive Plan amendments which reflect the recommendations in any interagency hazard mitigation reports or any other reports.

GOAL 5. SUSTAINABILITY: THE CITY SHALL PROVIDE FOR THE PROTECTION AND SENSITIVE USE OF NATURAL RESOURCES THROUGH DEVELOPMENT REGULATIONS AND PUBLIC PROGRAMS.

Objective 5.1 - Promote energy conservation techniques such as the use of alternative and renewable energy sources thereby increasing energy efficiency.

Policy 5.1.1 - Encourage the production and use of energy generated from renewable resources.

Policy 5.1.2 - The built environment and urban design should maximize natural areas and assets and incorporate Florida Friendly landscaping to reduce energy and water consumption.

Policy 5.1.3 - Create, protect and manage systems of green infrastructure (i.e., urban forests, parks and open spaces, green roofs, natural drainage systems).

Policy 5.1.4 - Protect and enhance green spaces to provide natural carbon sinks in soils, vegetation, and streambeds to mitigate carbon emissions.

Policy 5.1.5 - Encourage site design techniques that restore natural “green infrastructure” (i.e., urban forests, parks and open spaces, natural drainage systems) instead of relying solely on engineered systems that require higher energy and carbon inputs.

GOAL 6. AIR QUALITY: MAINTAIN THE PRESENT HIGH LEVEL OF AIR QUALITY FOR HUMAN HEALTH, SAFETY, AND WELFARE, AND PROTECTION OF THE NATURAL ENVIRONMENT.

Objective 6.1. Prevent the degradation of the City’s air quality below baseline standards.

Policy 6.1.1 - No industrial or commercial business which emits air pollutants which would degrade the City’s ambient air quality will be permitted unless it can be proven to the City that all available pollution control devices and practices will be installed as a part of the development upon occupancy.

Policy 6.1.2 - The City shall encourage alternative modes of transportation by promoting the use of bicycles by building more bike lanes, bike paths, and bike racks, and requiring more improved pedestrian sidewalks.

Policy 6.1.3 - New facilities housing the young, the elderly or the handicapped shall be prohibited from locating near point air pollution sources and vice versa. Playgrounds and active recreation areas shall also be located a safe distance from these sources.

Policy 6.1.4 - Construction, excavation, and land clearing activities shall minimize the exposed ground surface area. Any area that is to be exposed for an extended time period shall be mulched or sodded.

Policy 6.1.5 - Bicycle lockers or bicycle racks, transit passenger shelters and transit parking bays shall be constructed where necessary to augment and facilitate the operations of off-site transit and bicycle facilities.

Policy 6.1.6 - The City shall continue to require all buildings scheduled for demolition or renovation be surveyed by the applicant for the presence of asbestos. Asbestos shall be removed prior to demolition. Any asbestos removal and disposal shall be performed by a contractor licensed by the Florida Department of Professional Regulation.

Policy 6.1.7 - The City shall enforce Section 104.1.10 of the currently adopted Florida Building Code in regard to asbestos removal during demolition or construction activities.

GOAL 7. MINING AND MINERALS: MINING EXTRACTION ACTIVITIES SHALL BE CONDUCTED IN A MANNER THAT MINIMIZES IMPACT ON THE ENVIRONMENT AND SURROUNDING LAND USES.

Objective 7.1. Mineral extraction activities shall be accomplished in a manner consistent with applicable aesthetic, engineering, environmental, health, noise, recreation, and safety standards.

Policy 7.1.1- The City shall maintain the provisions of the Land Development Regulations concerning effective mineral extraction to achieve the following: The City shall achieve an aesthetically pleasing landscape compatible with adjacent land uses and to minimize soil erosion

by the use of native vegetative buffers. Buffers shall also be established between the mining activity and adjacent existing and planned future land uses.

Policy 7.1.2 - On a continuous basis, the City shall coordinate with local governments, the FDEP and SJRWMD to ensure that the mined areas are reclaimed in accordance with current law and permit conditions.

Policy 7.1.3 - If a mine requires “dewatering”, the discharge shall occur from one cell of the project site to another cell. Off-site discharge shall be prohibited.

Objective 7.2 - Mineral extraction activities shall “respect” paleontological, archaeological, and historic sites.

Policy 7.2.1 - The City shall initiate cooperative efforts with other government agencies and private organizations to identify and evaluate existing or potential extraction sites that are likely to contain significant paleontological, archaeological or historical resources.

Policy 7.2.2 - Any excavation or mining activity which uncovers or appears to be disturbing archaeological or paleontological resources shall be held in abeyance until a preliminary assessment can determine the probability of significant archaeological or paleontological assets.

Policy 7.2.3 - The City shall maintain the regulations in the Land Development regulations that regulate the process for dealing with potential archaeological or paleontological resources. This shall include cooperation with the Museum of Arts and Sciences, the Volusia Anthropological Society, and the State Bureau of Historical Resources.

Objective 7.3. Mineral extraction activities will generate a net benefit to the community.

Policy 7.3.1 - The City shall require developers or owners to provide restoration plans for new or currently active borrow pits, so that once the material extraction has been completed, the former pits will continue to benefit the overall community.

Policy 7.3.2 - The City shall require dry hydrants be installed at appropriate sites adjacent to strategically located borrow pits, to ensure an adequate fire protection capacity.

Policy 7.3.3 - Mining operators shall demonstrate financial responsibility to pay for necessary corrective actions or repairs to roadways, buildings, other structures, groundwater, or surface water and to reclaim the site to prescribed specifications upon completion of mineral extraction activities.

Objective 7.4 - Mining activities shall not adversely affect the quality of air, groundwater and surface water and land and wildlife.

Policy 7.4.1 - Phasing of extractive activities shall be used as a device to assure that only small areas are affected by such activities at one time.

Policy 7.4.2 - The City shall require that a geophysical log series (from wells or other acceptable means) be prepared for the proposed site to assess the hydrogeologic character of the site.

Policy 7.4.3 - Mineral and sand extraction activities shall not remove or disturb any impervious layer (e.g., clay) that naturally segregates the surficial aquifer from the Floridan Aquifer.

Policy 7.4.4 - Once extraction ceases, appropriate usage limits regarding septic and stormwater systems are to be implemented to ensure protection of surface water, groundwater and the Volusia-Floridan Sole Source Aquifer.

Policy 7.4.5 - Formerly mined areas may not be incorporated into a stormwater retention or detention system until an engineering, hydrologic, or hydrogeologic determination has been made

showing an adequate confining layer, segregating water in the pit from the Volusia-Floridan Sole Source Aquifer.



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

**City Commission
Ordinance**

MEETING DATE: March 8, 2022
FROM: Valerie Manning
SUBJECT: **SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending Chapter 2, Administration, Article II., City Commission to Create Section 2-32, City Commission Badges; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.**
NUMBER: 2022-O-3047
APPLICANT:
PLANNER:

DISCUSSION:

Many cities issue their City Commission and Council members an identification badge which would allow the member to have proof of identification as a public official. Many years ago the City of Holly Hill issued similar badges to its City Commissioners. Over time this practice has stopped.

The attached Ordinance would formalize a program to issue badges to City Commissioners and also have a process to issue a badge to an outgoing Mayor or Commissioner that would be mounted in a frame or plaque and a remembrance of their time served.

FISCAL

ANALYSIS:

Badges were purchased several years ago and held in the City Manager's office. There is no expenditure at this time.

STAFF

RECOMMENDATION:

To approve the second reading of the Ordinance and issue a wallet badge and lapel badge to each member of the City Commission.

COMMISSION GOAL:

N/A

MOTION:

APPROVE AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE II., CITY COMMISSION TO CREATE SECTION 2-32, CITY COMMISSION BADGES AND ISSUE A WALLET BADGE AND A LAPEL BADGE TO EACH MEMBER OF THE CITY COMMISSION UPON APPROVAL OF THE PUBLIC HEARING / SECOND

READING.**HISTORY:**

02/22/22

City Commission

APPROVED AT 1ST READING

Next: 03/08/22

Mayor Via opened public participation. No one spoke.

Ordinance No. 2022-3047**SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE II., CITY COMMISSION TO CREATE SECTION 2-32, CITY COMMISSION BADGES; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE II., CITY COMMISSION TO CREATE SECTION 2-32, CITY COMMISSION BADGES; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, this Ordinance does not change the amount of compensation being paid to the City Commission members; and

WHEREAS, the City Clerk shall be responsible for purchasing and record-keeping related to badges issued to elected officials. The City Clerk shall utilize such forms and procedures as deemed necessary and appropriate to satisfy the responsibilities assigned to that Office under this subsection; and

WHEREAS, the badge is the property of the City of Holly Hill until re-issued as a termination badge as set forth in this Ordinance.

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

SECTION 1. - ISSUANCE OF BADGES.

- A. The City Manager is authorized to issue to each member of the City Commission a city badge designating the member as the Mayor or a member of the City Commission. No member of the City Commission shall have more than two badges at any time during such member's term of office consisting of a wallet badge and a lapel badge.
- B. Each badge issued shall have a unique identification and the City Clerk shall maintain records containing the identification of each badge, the date of issuance, and the name and address of the member of the City Commission to whom the

badge was issued.

- C. Loss of the badge shall be reported immediately to the City Clerk in writing, with replacement at the expense of the person to whom the badge was issued.
- D. Each member of the City Commission, to whom a badge is issued, shall reimburse the City for the cost to replace the badge in the event the badge is destroyed through the members negligence or if the badge is lost for any reason.

SECTION 2. - PRESENTATION OF BADGE UPON TERMINATION OF SERVICE.

- A. Notwithstanding any other provision of the City of Holly Hill Code of Ordinances, the city may present to the member of the City Commission the member's badge(s) (including if applicable a Mayor badge) upon the termination of the members service, in excess of four (4) years, as a member of the City Commission. Prior to such presentation, the City Clerk shall cause the badge(s) to be affixed permanently to a plaque, within a frame, or otherwise presented in a manner that will effectively improper the use of the badge.
- B. No person shall remove a badge presented from the plaque, frame or other presentation material, or wear such badge, or otherwise display the badge unless the badge is displayed in or on a presentation material.

SECTION 3. - UNLAWFUL USE OF CITY COMMISSION BADGE.

- A. The badge may be used only during activities related to the responsibilities of the City Commission.
- B. It shall be a violation of the city's policy for any member of the City Commission to use the badge for any purpose except as reasonably necessary for identification when acting in an official capacity as a member of the City Commission or as the Mayor. In addition, it shall be a violation of the city's policy for any person to wear, exhibit or use the badge with the intent of fraudulently impersonating a City Official or fraudulently inducing the belief that the person is a City Official at the time the badge is worn, displayed, or used.
- C. Any member or former member of the City Commission found to be misusing the privilege of possession of the badge, at the discretion of the City Commission, shall forfeit the badge immediately.

SECTION 4. 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 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. That this Ordinance shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of MARCH, 2022 for second and final reading.